



Juridical Analysis of Default Resolution in Cooperation Contract for Fiber Optic Cable Acquisition (Drop Cable)

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ABSTRACT

A contract is an agreement between two or more people, where they promise each other to do something. An agreement is made by two parties who need each other and agree to comply with respective obligations. Default occurs when one of the parties does not implement or is negligent in fulfilling the obligations agreed upon in the agreement. This research is concerned about the forms of cooperation contract for fiber optic cable acquisition (drop cable) between PT Fibeart Trans Network and PT Jagat Karya Putra Indonesia, and its legal consequences based on Court Decision Number 195/PDT.G/2023/PN JKT.SEL. This research uses normative legal research methods, to provide a legal basis in determining whether a certain situation is true or false and the consequences of default under the law. This fiber optic cable cooperative contract was legally made by parties who have legal capacity, with a halal causa, and was written in a writing affixed with a statement letter by a notary on December 11, 2021. Based on Court Decision Number 195/Pdt.G/2023/PN JKT.SEL, both parties have agreed to purchase and sell fiber optic cables, but PT Jagat Karya Putra Indonesia did not fulfill its obligation to pay the remaining payments to PT Fibeart Trans Network, which caused them to default.

Keywords: Agreement, Cooperation, Default

INTRODUCTION

A contract is a fundamental concept in business because it is often applied, such as a sale and purchase agreement or a lease agreement. It serves to bind two or more parties to fulfill each other's obligations.¹ However, there can be problems, such as disagreement or bad faith from one of the parties, or the object of the contract is not concrete or illegal. If it can be proven that there was bad faith, the contract can be canceled. If the object is illegal, the contract is automatically null and void. A contract is valid if it is in compliance with four requirements, such as agreement, proficiency, a specific object, and a lawful purpose, as per Article 1320 of the Civil Code. If these requirements are fulfilled, the agreement is legally binding.² However, the problem of default often occurs, which is when one party fails to fulfill its obligations. According to Article 1233 of the Civil Code, a party who is harmed by a default has the right to seek compensation or enforcement of the obligation in court.³

A contract should be made without any coercion and should be implemented in accordance with the obligations of each party. However, it happens that sometimes agreements do not progress as planned due to the negligence of one or both parties, or factors beyond their control. If obligations are not fulfilled, a default occurs, which can cause detriment to one of the parties of the contract.⁴ Default is the omission to fulfill the obligations agreed upon in the agreement. It can occur between individuals or between companies, such as a Limited Liability Company.⁵ Default must be avoided because it can lead to huge losses. According to the agreement example, rights and obligations must be fulfilled to avoid legal problems.⁶

Cooperation or agreement must provide rights and obligations for both parties, as stipulated in the agreement letter. Agreements are the main source of obligations that bind the parties legally. If one party fails to fulfill its obligations, the victim can sue for damages due to default.⁷ Civil law states that a contract is

¹ Patricia Caroline Tiodor, Murendah Tjahyani, and Asmaniar, "Pembuktian Wanprestasi Perjanjian Utang Piutang Secara Lisan," *Krisna Law : Jurnal Mahasiswa Fakultas Hukum Universitas Krisnadwipayana* 5, no. 1 (February 17, 2023): 27–39, <https://ejournal.hukumunkris.id/index.php/krisnalaw/article/view/208>.

² Desi Syamsiah, "Kajian Terkait Keabsahan Perjanjian E-Commerce Bila Ditinjau Dari Pasal 1320 KUHperdata Tentang Syarat Sah Perjanjian," *Jurnal Inovasi Penelitian* 2, no. 1 (2021).

³ Medika Andarika Adati, "Wanprestasi Dalam Perjanjian Yang Dapat Di Pidana Menurut Pasal 378 Kitab Undang-Undang Hukum Pidana," *Lex Privatum* 6, no. 4 (2018).

⁴ Dr. Odang Suparman and Angger Saloko, *Buku Ajar Pengantar Ilmu Hukum*, 1st ed. (Jakarta: Bumi Aksara, 2021).

⁵ Niru Anita Sinaga and Nurely Darwis, "Wanprestasi Dan Akibatnya Dalam Pelaksanaan Perjanjian," *Jurnal Mitra Manajemen* 7, no. 2 (2015).

⁶ Amellya Ashari, "Tinjauan Tentang Penyelesaian Wanprestasi Dalam Perjanjian Sewa Menyewa Transportasi Antara PT. Grand Kartech Dengan UD. Maju Bersama" (Universitas Islam Riau, 2022).

⁷ Nizla Rohaya, "Pelarangan Penggunaan Klausula Baku Yang Mengandung Klausula Eksonerasi Dalam Perlindungan Konsumen," *Jurnal Hukum Replik* 6, no. 1 (2018).

valid if there is agreement, proficiency, a specific object, and a lawful purpose. This case occurred in the jurisdiction of the South Jakarta District Court with Decision Number 195/Pdt.G/2023/PN JKT.SEL, involving PT Fibearth Trans Network as the Plaintiff and PT Jagat Karya Putra Indonesia as the Defendant. This case is related to the fiber optic cable procurement cooperation agreement made on December 11, 2021 with registration number 012-1211/001-PKS/2021 or PKS/001-FTN/11/XII/2021. PT Jagat Karya Putra Indonesia did not pay as agreed and there was no agreement for the payment period to be further extended, so the Plaintiff filed a lawsuit for default. According to the agreement, the Defendant was supposed to pay 30% of the down payment and the remaining 70% within 30 days after receiving the goods handover report, with a tolerance of 7 days. Basically, the form of the cooperation agreement needs to be clarified because this affects the strength of the evidence. If the agreement is drafted in the form of an authentic deed in front of a notary or only as a deed executed by a notary public, this will affect the strength of the proof during any dispute. Agreements in the form of authentic deeds and private deeds have different evidential powers. An authentic deed is considered valid and true without the need to check its validity, and if anyone doubts it, the doubting party must prove his doubts. Meanwhile, a private deed does not have the same strength of evidence as an authentic deed, so if anyone doubts it, the party submitting the deed must provide additional evidence. In the context of Decision Number 195/Pdt.G/2023/PN JKT.SEL, it is important to explain the legal consequences of default and further investigation of the consequences. In this research, it is discussed how the settlement of default and its legal consequences, and the form of the agreement and the legal consequences of the case according to the court's decision.

LITERATURE REVIEW

Definition and Concept of Contract

Agreement according to Article 1313 of the Civil Code is defined as an act of one person or more binding himself against one or more people.⁸ However, according to Wirdjono Prodjodikoro, an agreement is a legal contract on property between two parties, in which one party promises or is considered to promise to do something, while the other party has the right to demand the implementation of the promise. The agreement is a legal act that has legal consequences and a bond is created between the parties who have made it. This agreement is usually contained as set of utterances that contains promises or abilities that can be spoken or written. Yahya Harahap also stated that an agreement is a legal relations related to wealth or property between two or more people.⁹ This relationship

⁸ Herlambang R. Wicaksana et al., *Praktik Hukum Waralaba Di Indonesia* (Unisri Press, 2022).

⁹ Mahalia Nola Pohan and Sri Hidayani, "Aspek Hukum Terhadap Wanprestasi Dalam Perjanjian Sewa Menyewa Menurut Kitab Undang-Undang Hukum Perdata," *Jurnal Perspektif Hukum* 1, no. 1 (2020).

strengthens the right of one party to obtain achievements and at the same time obliges the other party to fulfill these achievements. An agreement is considered valid if it meets certain conditions such as agreement, proficiency, certain things, and legal reasons.¹⁰ The agreed agreement or contract then becomes the legal basis for the parties involved.

In order for an agreement to be legally valid, it must fulfill the conditions prescribed by law, which are regulated in the Civil Code. First, there must be an agreement between the parties involved. Second, the parties making the agreement must be capable of making an obligation. According to Article 1329 of the Civil Code, every person is considered capable of contracting unless the law states the contrary. Third, there must be a certain thing as the object of the agreement. Articles 1333 and 1334 of the Civil Code state that the object of the agreement must be certain, at least the type must be determined, while the amount does not need to be determined directly as long as it can be determined later. Furthermore, the agreement must have a lawful cause. According to Wirjono Prodjodikoro, if an agreement is made without a lawful cause, the agreement is void. A lawful cause means that the purpose of the agreement does not violate the law, does not conflict with good morals, and is in accordance with public order.¹¹

Default Theory and Concept

Default is derived from the Dutch “wanprestastie,” which means bad performance. It describes a situation where a person does not fulfill or neglects to implement the obligations that have been approved in the agreement between the creditor and the debtor.¹² According to legal dictionaries, default means negligence or failure to fulfill obligations in an agreement. Legal experts such as Wirjono Prodjodikoro and Subekti define default as the failure made to execute a promise in accordance with the contents of the contract, which can occur in many forms such as failure to do as agreed, doing it in the wrong way, or doing it late.¹³

According to Yahya Harahap, default can also lead to the debtor being obliged to provide compensation or even cancel the agreement.¹⁴ In general,

¹⁰ Ni Kadek Erika Manggala, Ni Luh Made Mahendrawati, and I Wayan Kartika Jaya Utama, “Pelaksanaan Perjanjian Kerjasama Antara UD.Citra Batu Bulan Dengan Restoran Nebula Kuta Dalam Bidang Supplier Buah Dan Sayur,” *Jurnal Konstruksi Hukum* 4, no. 2 (2023).

¹¹ Dyah Ayu Artanti and Men Wih Widiatno, “Keabsahan Kontrak Elektronik Dalam Pasal 18 Ayat 1 UU I.T.E Ditinjau Dari Hukum Perdata Di Indonesia,” *JCA of Law Esa Unggul University* 1, no. 1 (2020).

¹² Meike Vita Tingehe, Firdja Baftim, and Revy S M Korah, “Tinjauan Yuridis Wanprestasi Terhadap Praktik Perjanjian Jual Beli Ikan Segar Nelayan (Studi Di Pelabuhan Labuan Uki Di Desa Labuan Uki Kecamatan Lolak Kabupaten Bolaang Mongondow Provinsi Sulawesi Utara),” *Lex Privatum* 10, no. 2 (2022).

¹³ Ervira Sekar Langit and Erny Herlin Setyorini, “Perlindungan Hukum Debitur Wanprestasi Pada Perjanjian Kredit Rumah Atas Jaminan Hak Tanggungan,” *Bureaucracy Journal : Indonesia Journal of Law and Social-Political Governance* 2, no. 2 (August 30, 2022): 777–793, <https://bureaucracy.gapenas-publisher.org/index.php/home/article/view/107>.

¹⁴ Marwan Lubis, “Studi Komparasi Ganti Rugi Menurut Hukum Perdata Dengan Hukum Islam,” *Pelita Bangsa Pelestari Pancasila* 14, no. 1 (2019).

default occurs if the debtor is declared negligent to fulfill his performance, which is usually confirmed through a summons, which is a notice from the creditor. The debtor's inability or unwillingness to fulfill his obligations can cause the debtor to be declared in default, unless it can be proven that his failure occurred due to force majeure (overmacht).

The legal basis for default is listed in several articles of the Civil Code, such as Articles 1235, 1236, 1238, and 1243. These articles regulate the debtor's obligation to hand over goods or fulfill the agreement, and the responsibility to compensate for damages if the debtor defaults. The debtor is deemed to be in default if it exceeds the specified time limit or after receiving a notice from the creditor. If a default occurs, the debtor may be required to pay costs, losses, and interest due to the non-fulfillment of the obligation.¹⁵

Legal Aspects of Cooperation Contract for Procurement of Goods

A cooperation contract in business is an agreement between two or more parties who agree to work together in order to achieve certain goals.¹⁶ In the business world, this cooperation contract is often used to regulate relationships between companies or individuals in running projects or joint ventures. The characteristics of a valid cooperation contract include the existence of an agreement between the parties, the legal capacity of the parties involved, the existence of a certain object that is the focus of the agreement, and a halal purpose or cause. A valid cooperation contract must also be drafted clearly and transparently, covering all important aspects that can affect the implementation of the agreement.

Important elements of a procurement contract include the obligations and rights of each party involved. In this contract, the party providing the goods or services (the supplier) has the obligation to deliver the goods or services in accordance with the agreed specifications, while the receiving party (the buyer) has the obligation to pay in accordance with the terms of the contract. The object of the contract must be clearly explained, including the specifications of the goods or services to be delivered, as well as any special conditions that may apply, such as delivery times, warranties, or other special conditions that have been mutually agreed upon.

The legal regulation of cooperation contracts in Indonesia is regulated in the Civil Code, which covers general agreements and the execution of contracts.¹⁷ In addition, regulations related to the procurement of goods/services are also

¹⁵ Rani Alfiani et al., "Legal Analysis Of The Decision Number: 22 / Pdt.g / 2019 / Pn.Bgl. to the Employment Contract between CV. Tapan Gems Construction with Public Works and Spatial Planning Department Bengkulu Province," *Jurnal Hukum Sehasen* 8, no. 2 (2022).

¹⁶ Wurianalya Maria Novenanty, "Perjanjian Baku Dalam Dunia Bisnis Dikaitkan Dengan Hak Asasi Manusia," *Melintas* 32, no. 3 (2016): 70–90.

¹⁷ Cathleen Lie et al., "Pengenalan Hukum Kontrak Dalam Hukum Perdata Indonesia," *Jurnal Kewarganegaraan* 7, no. 1 (2023).

regulated in government regulations and specific laws that govern the procurement process in the public and private sectors. For example, in Indonesia, the procurement of goods and services for the government is regulated by Presidential Regulation No. 16/2018 on Government Procurement of Goods/Services. This regulation aims to ensure that cooperation contracts are carried out in a transparent, accountable manner, and in accordance with applicable legal provisions.

RESEARCH METHODOLOGY

This research is a library research or normative legal research that examines legal norms, laws and regulations, court decisions, and relevant legal doctrines. Normative legal research aims to analyze legal rules or rules in the context of certain legal events, in order to provide legal arguments that can determine whether an event is in accordance or contrary to the applicable law.¹⁸ The approach used in this research is a conceptual approach, which aims to analyze legal terms and understand the relationship between positive law and the norms prevailing in society. The sources of legal materials used in this research include primary legal materials such as laws and court decisions, secondary legal materials such as books and scientific works, and tertiary legal materials such as encyclopedias and internet sources. The analysis of legal materials in this research is carried out qualitatively, by describing the data systematically and logically. The method of analysis used is the prescriptive method, which provides an assessment of the object of research based on applicable law. The data is analyzed using legal interpretation, which aims to provide an overview of the subject matter and draw conclusions that are presented descriptively.¹⁹

RESULT AND DISCUSSION

Cooperation Contract for the Supply of Fiber Optic Cable (Drop Cable) by PT. Fibearth Trans Network with PT. Jagat Karya Putra Indonesia

A contract is a legal agreement in which one person commits to another person or in which two or more people commit to each other to accomplish a certain thing.²⁰ In civil law, the contract contains rights and obligations that bind both parties. This definition is confirmed by several legal experts such as R. Subekti and M. Yahya Harahap, who emphasize that the contract creates rights for one party and obligations for the other party to fulfill certain achievements.²¹

¹⁸ Soerjono Soekanto & Sri Mamudji, *Penelitian Hukum Normatif* (Jakarta: Raja Grafindo, 2018).

¹⁹ Ishaq, *Metode Penelitian Hukum: Penulisan Skripsi, Tesis, Serta Disertasi*, 1st ed. (Bandung: Alfabeta, 2017).

²⁰ Damos Dumoli Agusman, *Hukum Perjanjian Internasional: Kajian Teori Dan Praktik Indonesia* (Bandung: Refika Aditama, 2014).

²¹ R. Subekti, *Aneka Perjanjian*, Cet. x. (Bandung: Citra Aditya Bakti, 1995); M. Yahya Harahap, *Segi-Segi Hukum Perjanjian* (Bandung: PT. Alumni, 1986).

Agreements can be written or oral, and written agreements guarantee more legal certainty.²² The written agreement is divided into three categories, such as an agreement under the signature of the parties, an agreement with a notary witness who only legalizes the signature, and a notarial deed made in the presence of a notary public. Notarial deeds have stronger legal force compared to other written agreements.²³ The agreement between PT Fibearth Trans Network and PT Jagat Karya Putra Indonesia for the procurement of fiber optic cables is a simple agreement, only in written form signed without involving a notary. According to Sudikno Mertokusumo, a deed is a document that is signed and produced for legal proof, in contrast to an ordinary letter that has no evidentiary purpose.²⁴ The cooperation contract between PT Fibearth Trans Network and PT Jagat Karya Putra Indonesia regarding the procurement of fiber optic cables is considered an unnamed agreement and is made in simple terms without a notary. The Panel of Judges in Decision Number 195/Pdt.G/2023/PN Jkt.Sel confirmed that the agreement was only stamped and signed by both parties without notary legalization. The cooperation agreement between PT Fibearth Trans Network and PT Jagat Karya Putra Indonesia for the procurement of fiber optic cables is an agreement made without a notary. It means that this agreement was drafted by the two parties themselves without the assistance of an authorized official. Therefore, the power of authentication for the agreement is not as strong as an authentic deed or an agreement made by and/or before a public official such as a notary. The strength of substantiation of a private deed can be determined if the deed is legalized by a notary public. It is proved from the agreement which is only a private deed. During the trial, the plaintiff must prove the truth of the cooperation contract between PT Fibearth Trans Network and PT Jagat Karya Putra Indonesia, which was signed on December 11, 2021. In accordance with Article 163 HIR, the plaintiff is responsible for proving their claim. Since the evidence is only an underhand deed, the plaintiffs need to submit additional evidence such as documents or witnesses, and they have submitted two witnesses, Satria Purba and Saidih.

Regarding the legal case involving PT Fibearth Trans Network and PT Jagat Karya Putra Indonesia, both parties made a cooperation contract for the procurement of fiber optic cables. This contract has fulfilled all the requirements of a valid contract such as agreement, proficiency, specific object, and lawful purpose in accordance with Article 1320 of the Civil Code. Under this contract,

²² I Wayan Agus Vijayantera, "Kajian Hukum Perdata Terhadap Penggunaan Perjanjian Tidak Tertulis Dalam Kegiatan Bisnis," *Jurnal Komunikasi Hukum (JKH)* 6, no. 1 (February 15, 2020): 115, <https://ejournal.undiksha.ac.id/index.php/jkh/article/view/23445>.

²³ Aan Handriani and Edy Mulyanto, "Kepastian Hukum Terkait Pentingnya Melakukan Perjanjian Tertulis Dalam Bertransaksi," *Pamulang Law Review* 4, no. 1 (August 27, 2021): 1, <http://openjournal.unpam.ac.id/index.php/palrev/article/view/12787>.

²⁴ Dimas Agung Prastomo and Akhmad Khisni, "Akibat Hukum Akta Di Bawah Tangan Yang Dilegalisasi Oleh Notaris," *Jurnal Akta* 4, no. 4 (2017).

PT Jagat Karya Putra Indonesia as the defendant was obliged to pay 30% of the down payment and 70% of the payment within 30 days after the report on the handover of goods. However, after the goods had been handed over, the defendant did not fulfill its payment obligations. This means that the defendant has violated the agreement made in the contract. Because the defendant did not settle its obligations, the defendant was also sanctioned in accordance with Article 15 of the contract, whereby for every day of delay a fine of 1% of the purchase price of the goods was imposed. This increased the defendant's liability in addition to the unpaid principal.

The plaintiff, PT Fibeart Trans Network, suffered material and immaterial losses due to the defendant's default. The plaintiff had already sent a letter of notice to the defendant, but the defendant still did not fulfill its obligations. As a consequence of the defendant's actions, the plaintiff suffered severe psychological distress and potentially greater losses. The judge decided that PT Jagat Karya Putra Indonesia was legally proven to have made a default. The defendant is required to pay material damages to the plaintiff in the amount of IDR 1,398,315,273,- in cash and immediately after the decision has permanent legal force. This decision is based on evidence that the defendant did not fulfill the payment obligations agreed upon in the contract.

Legal Consequences of Default by PT Jagat Karya Putra Indonesia based on Court Decision Number 195/PDT.G/2023/PN Jkt.Sel

Human beings often need help and cooperation from others in their daily lives, which is often regulated through contracts, including in transactions of buying and selling. A valid contract of sale and purchase cannot be canceled unilaterally. However, many people violate the contract for various reasons, such as worsening economic conditions. This sale and purchase contract is very common, both in everyday life and in the business world, in order to gain profit. A valid sale and purchase contract has binding legal force for the parties involved. According to the law, every legal action conducted to obtain certain results will be regulated by the law. In legal terms, a valid contract is binding like a law for those who make it, and the parties involved must fulfill the rights and obligations that have been agreed upon.

A reciprocal agreement, or *wederkerig*, involves rights and obligations for both parties. For example, the buyer is obligated to pay the price of the goods, while the seller is obligated to deliver the goods. If one party does not fulfill its obligations, then the contract can be considered a default. Default occurs when one of the parties does not fulfill the contract as agreed, either due to negligence or willfulness. Default can take the form of non-execution of the agreement, untimely execution, or execution that is not in accordance with the agreement. Parties harmed by default have the right to claim compensation through the legal process.

If a debtor is in default, he or she may be subject to several sanctions, including paying damages, rescission of the agreement, transfer of risk, and court costs if the matter goes to court. Articles in the Civil Code regulate the legal consequences of default, including reimbursement of costs and losses due to non-fulfillment of obligations. In Court Decision No. 195/Pdt.G/2023/PN Jkt.Sel, PT Fibearth Trans Network has sent two summonses to PT Jagat Karya Putra Indonesia, which were Somatic I on November 22, 2022 and Somatic II on December 5, 2022. Before submitting a default lawsuit, PT Fibearth Trans Network had made the correct steps by sending a summons first, because PT Jagat Karya Putra Indonesia did not fulfill the agreement in the cooperation agreement related to the procurement of fiber optic cables. According to Article 7 of the cooperation agreement between PT Fibearth Trans Network and PT Jagat Karya Putra Indonesia, PT Jagat Karya Putra Indonesia must pay 30% as a down payment and the remaining 70% of the payment within 30 days after receiving the Goods Handover Report. However, PT Jagat Karya Putra Indonesia has not fulfilled its obligations according to the agreement. Therefore, the Plaintiff, that is PT Fibearth Trans Network, suffered a total loss of IDR 2,302,095,610 (two billion three hundred two million ninety-five thousand six hundred and ten Rupiah) that the amount of the obligation does not include the calculation of moratorium interest, which is 0.5% per month x the amount of the principal bill and penalty calculated from the due date of each due bill until the decision of this case is legally binding.

The judges decided to partially grant the plaintiff's claim, stating that the defendant had committed a default, and ratified the cooperation contract regarding the fiber optic cable on 11 December 2021. The defendant is required to pay compensation of IDR 1,398,315,273, moratorium interest, and court costs of IDR 432,000, and reject the plaintiff's other claims. Based on the previous discussion, PT Fibearth Trans Network's lawsuit was partially granted. The Court Decision No. 195/Pdt.G/2023/PN Jkt.Sel states that PT Jagat Karya Putra Indonesia has been negligent and made a default, so this decision is legally valid. The legal consequences of default are divided into three things:

1. **Indemnity Obligation:** A debtor who fails to fulfill an obligation must pay damages to the creditor, which is compensation for the cost or value of the damaged goods. Damages are calculated in the form of money and usually the creditor needs to give a warning letter first.
2. **Cancellation of Agreement:** If one of the parties does not fulfill its obligations, the agreement can be canceled, but the cancellation must be filed with the court. Even if the terms of rescission are included in the agreement, the court must still decide on the rescission and may grant additional time to fulfill the obligation, up to a maximum of one month.
3. **Risk Transfer:** In agreements involving goods, the risk of the goods passes to the creditor from the moment the agreement is made. If the debtor does not deliver the goods as agreed, the goods remain his responsibility.

In Court Decision Number 195/Pdt.G/2023/PN Jkt.Sel, the legal consequence of default is the obligation to pay compensation. In addition, J. Satrio stated that the party in default must pay compensation in the form of costs, losses, and interest, in accordance with Article 1239 of the Civil Code. The judges decided that the defendant should pay morator interest of 0.5% per month on the overdue bills and fines. The party found guilty can still take legal remedies, such as appeal, cassation, or judicial review, because this case is still at the Court of First Instance. A legal remedy is a right afforded to a party who is dissatisfied with a judge's decision, to challenge that decision. In the case discussed, the plaintiff referred the matter to court because the defendant did not fulfill his obligations under the contract. The court ruled that the defendant was guilty of default and punished him in accordance with the applicable law. In general, any legally made agreement must be executed in good faith by all parties involved. If one party violates the contract, the aggrieved party has the right to sue through legal action. The judge will decide based on the available evidence, and the party found guilty will be subject to sanctions in accordance with applicable legal provisions.

CONCLUSION AND SUGGESTION

Conclusion

Based on the research results, there are two main conclusions, such as (1) the form of cooperation contract for the procurement of fiber optic cable (drop cable) conducted by PT Fibearth Trans Network with PT Jagat Karya Putra Indonesia based on Court Decision Number 195/PDT.G/2023/PN JKT.SEL is basically an innominate agreement which is poured into a written form, namely a private deed. The private deed containing the cooperation contract was not legalized before a notary. Since this agreement is only contained in a written form as an private deed, then in the law of proof, the value of its evidentiary power is not as strong as an authentic deed which has outward, formal and material evidentiary power. The form of cooperation contract that is only contained in a private deed, if a dispute occurs, other supporting evidence is still needed, in addition to the Plaintiff's obligation in civil procedure law to prove the arguments of his lawsuit. In civil procedural law, the principle of those who plaintiff, then he must also prove the case; (2) The legal consequences arising from the default by PT Jagat Karya Putra Indonesia based on Court Decision Number 195/PDT.G/2023/PN JKT.SEL are the emergence of sanctions if an unlawful act is committed. Default is categorized into legal consequences that result in the establishment of sanctions, because default is caused by unlawful acts, namely negligence in fulfilling agreements in the contract. The sanction referred to is compensation. Therefore, the legal consequence of default is the obligation to pay compensation. In addition, there are other opinions regarding the legal

consequences of default. In the event of a default, the defaulting party is obliged to provide compensation in the form of costs, losses, and interest. In addition to the obligation to pay compensation, there is also an obligation to pay moratoir interest. The Panel of Judges granted an order requiring the Defendant to pay moratoir interest to the Plaintiff in the amount of: 0.5% per month x (Principal Bill + Penalty) x number of months in arrears.

Suggestion

Based on the two conclusions above, the researcher can provide the following suggestions: (1) for companies, every agreement with parties or business partners should be written as an authentic deed with the assistance of a notary. It is intended to provide all stakeholders with a strong self-confidence and legal certainty, because an authentic deed is the strongest proof of a dispute or business risk in the future; and (2) for the public, especially business people, it is important to understand business risks and capabilities before drafting a cooperation contract. It is intended that the business risks that occur do not cause negligence in the contract, which can lead to default.

REFERENCES

- Adati, Medika Andarika. "Wanprestasi Dalam Perjanjian Yang Dapat Di Pidana Menurut Pasal 378 Kitab Undang-Undang Hukum Pidana." *Lex Privatum* 6, no. 4 (2018).
- Agus Vijayantera, I Wayan. "Kajian Hukum Perdata Terhadap Penggunaan Perjanjian Tidak Tertulis Dalam Kegiatan Bisnis." *Jurnal Komunikasi Hukum (JKH)* 6, no. 1 (February 15, 2020): 115. <https://ejournal.undiksha.ac.id/index.php/jkh/article/view/23445>.
- Agusman, Damos Dumoli. *Hukum Perjanjian Internasional : Kajian Teori Dan Praktik Indonesia*. Bandung: Refika Aditama, 2014.
- Alfiani, Rani, Mikho Ardinata, Ahmad Dasan, and Sinung Mufti Hangabei. "Legal Analysis Of The Decision Number: 22 / Pdt.g / 2019 / Pn.Bgl. to the Employment Contract between CV. Tapan Gems Construction with Public Works and Spatial Planning Department Bengkulu Province." *Jurnal Hukum Sehasen* 8, no. 2 (2022).
- Artanti, Dyah Ayu, and Men Wih Widiatno. "Keabsahan Kontrak Elektronik Dalam Pasal 18 Ayat 1 UU I.T.E Ditinjau Dari Hukum Perdata Di Indonesia." *JCA of Law Esa Unggul University* 1, no. 1 (2020).
- Ashari, Amellya. "Tinjauan Tentang Penyelesaian Wanprestasi Dalam Perjanjian Sewa Menyewa Transportasi Antara PT. Grand Kartech Dengan UD. Maju Bersama." Universitas Islam Riau, 2022.
- Handriani, Aan, and Edy Mulyanto. "Kepastian Hukum Terkait Pentingnya

- Melakukan Perjanjian Tertulis Dalam Bertransaksi.” *Pamulang Law Review* 4, no. 1 (August 27, 2021): 1. <http://openjournal.unpam.ac.id/index.php/palrev/article/view/12787>.
- Harahap, M. Yahya. *Segi-Segi Hukum Perjanjian*. Bandung: PT. Alumni, 1986.
- Ishaq. *Metode Penelitian Hukum: Penulisan Skripsi, Tesis, Serta Disertasi*. 1st ed. Bandung: Alfabeta, 2017.
- Langit, Ervira Sekar, and Erny Herlin Setyorini. “Perlindungan Hukum Debitur Wanprestasi Pada Perjanjian Kredit Rumah Atas Jaminan Hak Tanggungan.” *Bureaucracy Journal: Indonesia Journal of Law and Social-Political Governance* 2, no. 2 (August 30, 2022): 777–793. <https://bureaucracy.gapenas-publisher.org/index.php/home/article/view/107>.
- Lie, Cathleen, Natashya Natashya, Vivian Clarosa, Yohanes Andrew Yonatan, and Mia Hadiati. “Pengenalan Hukum Kontrak Dalam Hukum Perdata Indonesia.” *Jurnal Kewarganegaraan* 7, no. 1 (2023).
- Lubis, Marwan. “Studi Komparasi Ganti Rugi Menurut Hukum Perdata Dengan Hukum Islam.” *Pelita Bangsa Pelestari Pancasila* 14, no. 1 (2019).
- Manggala, Ni Kadek Erika, Ni Luh Made Mahendrawati, and I Wayan Kartika Jaya Utama. “Pelaksanaan Perjanjian Kerjasama Antara UD.Citra Batu Bulan Dengan Restoran Nebula Kuta Dalam Bidang Supplier Buah Dan Sayur.” *Jurnal Konstruksi Hukum* 4, no. 2 (2023).
- Novenanty, Wurianalya Maria. “Perjanjian Baku Dalam Dunia Bisnis Dikaitkan Dengan Hak Asasi Manusia.” *Melintas* 32, no. 3 (2016): 70–90.
- Patricia Caroline Tiodor, Murendah Tjahyani, and Asmaniar. “Pembuktian Wanprestasi Perjanjian Utang Piutang Secara Lisan.” *Krisna Law: Jurnal Mahasiswa Fakultas Hukum Universitas Krisnadwipayana* 5, no. 1 (February 17, 2023): 27–39. <https://ejournal.hukumunkris.id/index.php/krisnalaw/article/view/208>.
- Pohan, Mahalia Nola, and Sri Hidayani. “Aspek Hukum Terhadap Wanprestasi Dalam Perjanjian Sewa Menyewa Menurut Kitab Undang-Undang Hukum Perdata.” *Jurnal Perspektif Hukum* 1, no. 1 (2020).
- Prastomo, Dimas Agung, and Akhmad Khisni. “Akibat Hukum Akta Di Bawah Tangan Yang Dilegalisasi Oleh Notaris.” *Jurnal Akta* 4, no. 4 (2017).
- Rohaya, Nizla. “Pelarangan Penggunaan Klausula Baku Yang Mengandung Klausula Eksonerasi Dalam Perlindungan Konsumen.” *Jurnal Hukum Replik* 6, no. 1 (2018).
- Sinaga, Niru Anita, and Nurlily Darwis. “Wanprestasi Dan Akibatnya Dalam Pelaksanaan Perjanjian.” *Jurnal Mitra Manajemen* 7, no. 2 (2015).

- Soerjono Soekanto & Sri Mamudji. *Penelitian Hukum Normatif*. Jakarta: Raja Grafindo, 2018.
- Subekti, R. *Aneka Perjanjian*. Cet. x. Bandung: Citra Aditya Bakti, 1995.
- Suparman, Dr. Odang, and Angger Saloko. *Buku Ajar Pengantar Ilmu Hukum*. 1st ed. Jakarta: Bumi Aksara, 2021.
- Syamsiah, Desi. "Kajian Terkait Keabsahan Perjanjian E-Commerce Bila Ditinjau Dari Pasal 1320 Kuhperdata Tentang Syarat Sah Perjanjian." *Jurnal Inovasi Penelitian* 2, no. 1 (2021).
- Tingehe, Meike Vita, Firdja Baftim, and Revy S M Korah. "Tinjauan Yuridis Wanprestasi Terhadap Praktik Perjanjian Jual Beli Ikan Segar Nelayan (Studi Di Pelabuhan Labuan Uki Di Desa Labuan Uki Kecamatan Lolak Kabupaten Bolaang Mongondow Provinsi Sulawesi Utara)." *Lex Privatum* 10, no. 2 (2022).
- Wicaksana, Herlambang R., Gufran Sadida Putra, Etik Ludianti, Demas Vena Fiksiana Rahasdi, and Muhammad Faizal Ramadhan. *Praktik Hukum Waralaba Di Indonesia*. Unisri Press, 2022.