



## An Analysis of Default between PT Haspra Konsulting with PT Baja Bahagia Sejahtera

A Case Study on Decision No. 532/Pdt.G/2022/PN/JKT.SEL

**Adela Friska Ferdiana<sup>1\*</sup>, Juli Nurani<sup>2</sup>**

<sup>1</sup>[adelafriskaferdiana@gmail.com](mailto:adelafriskaferdiana@gmail.com), <sup>2</sup>[juliarani@ubhara.ac.id](mailto:juliarani@ubhara.ac.id)

Universitas Bhayangkara Surabaya

\*Corresponding Author: Adela Friska Ferdiana

Email: [adelafriskaferdiana@gmail.com](mailto:adelafriskaferdiana@gmail.com)

### ABSTRACT

*The default act leads to the right for the injured party to file a lawsuit against the defaulter to provide compensation in order to ensure that there is no one who is legally prejudiced by the default. Unlawful acts are caused by infringement of obligations that come from a contract between the parties involved, such as the default that occurred between PT Haspra Konsulting and PT Baja Bahagia Sejahtera. Therefore, this research aims to determine the default of the cooperation agreement. The research method used is a normative juridical research method, a type of legal research that examines library materials or secondary data of legal material. Meanwhile, the data collection method used is literature research and law study. The research findings indicated that the default that occurred in the cooperation contract related to Decision No. 523/Pdt.G/2022/PN/JKT. SEL, it was found that the judicial decision consisted of granting the Plaintiff's claim for some part, stating that the Defendant had committed a default by not complying with its obligations in accordance with Cooperation Contract Number P-008/BBS/HALSPRA/RHS-WFQ/XI/20 on 16 November 2020, punishing the Defendant to compensate the losses suffered by the Plaintiff with the details of payment for Invoice number 045\_IV/22/BBS/RHS/HALSPRA on 19 April for IDR 122,100,000 (one hundred and twenty-two million one hundred thousand rupiah) and to charge the Defendant to pay compensation of IDR 3,755,000 (three million seven hundred fifty five thousand rupiah).*

**Keywords:** *Contract, Cooperation Agreement, Default*

## INTRODUCTION

In everyday life, humans cannot be separated from relationships with other humans in order to fulfill their needs. The relationship will proceed well if there is a conformity of desire between the parties in the relationship. In order to achieve conformity of desires in relationships, there is a moment when one person promises another person to do something. This may include the freedom to do something, demand something, not do something and may include an obligation to give something, do a certain thing, or not do a certain thing (Weydekamp, 2013).

The contracting parties make an agreement, which leads to a legal relationship called contract between the parties. Contract law in social life is needed because every interaction between individuals with individuals, individuals with legal entities, and legal entities with legal entities is closely related to cooperation. Cooperation is one example of a legal relationship or legal action that will lead to rights and obligations (Faizal, 2022). Rights and obligations are usually stated in a deed or agreement. The agreement letter is made based on the principle of freedom of contract in Article 1338 of the Civil Code which states that parties in making a contract are free to sign an agreement, whatever the content and form. However, the existence of the principle of contract freedom may not violate the terms and conditions for the validity of an agreement in the Civil Code. The validity of contracts in the Civil Code is regulated in Articles 1320 to 1337 of the Civil Code. A contract is only made based on an agreement recognized by law. This agreement is of primary importance in the commercial world and forms the foundation for the majority of commercial transactions, such as the sale and purchase of assets, property, credit, insurance, transportation of goods, the establishment of business organizations, as well as labor matters.

An employment contract, or *arbeidsovereenkomst* in Dutch, could be interpreted in several ways. The first definition is mentioned in the provisions of Article 1601a of the Civil Code concerning work agreements, which states that: a contract in which one party, the employee, binds themselves to be under the orders of the other party, the employer, doing work for wages for a particular time. Contract implies a legal relationship of wealth or object law between two or more parties that gives one party the right to obtain achievements and, at the same time, obliges the other party to give performance. Juridically, the meaning of contract is regulated in the third law regarding obligations.

The content of the contract is according to Article 1313 of the Civil Code, which reads that the parties in making a contract are free to make an agreement, regardless of its content and form. However, the existence of the freedom of contract principle still must uphold the validity requirements of the agreement in the Civil Code. The validity of agreements in the Civil Code is regulated in Articles 1320 to 1337 of the Civil Code.

A contract must fulfill the conditions for the validity of the agreement, which are the terms of the agreement, capacity, certain things, and a lawful cause as specified in Article 1320 of the Civil Code. With the fulfillment of the four conditions for the validity of the contract, a contract shall become valid and legally binding for the parties who sign it. Referring to Article 1320, a contract shall fulfill these four conditions:

1. Agreement to bind themselves: Agreement means that the parties entering into the contract must agree to be of the same mind regarding everything that is agreed upon. This agreement must be given in complete freedom, implying that there is no influence or interference from a third party.
2. Capacity to make a contract: Capacity to make a contract refers to having the authority to make a contract or enter into a legal relationship. In principle, every person who is an adult and of sound mind is capable under the law.
3. A specific matter: A specific matter is the subject matter of the contract. This requirement is necessary to be able to determine the debtor's obligations in the event of a dispute. Article 1338 of the Civil Code states that an agreement must have as a subject matter that is at least determined by its type.
4. A lawful cause: Cause is the goal between two parties who intend to achieve it. According to Article 1337 of the Civil Code, an unlawful cause is if it is prohibited by law contrary to morals or order. According to Article 1335 of the Civil Code, contracts without false or prohibited causes have no force or are null and void.

Contracts that have been made by binding both parties will result in performance for both parties. The form of performance in the contract includes doing or not doing and giving something. Doing something refers to any performance to do something, while not doing something is someone who will not do the same thing in more than one amount (Sriwidodo & Kristiawanto, 2021). It is possible for a contract to be unenforceable due to force majeure or *overmacht*. A contract may also be unenforceable due to default.

Default is a condition of performance exchange between creditors or debtors that does not proceed properly (Saragih et al., 2021). These contractual rights violations may lead to compensation liability based on default (Tjoanda, 2013). This matter is regulated in Article 1236 of the Civil Code (for the performance of giving something) and Article 1239 of the Civil Code, which states that the reimbursement of costs, losses and interest due to the non-fulfillment of an obligation, will only begin to be required if the debtor, after being declared negligent to fulfill his obligation, continues to neglect it or if something that must

be provided or prepared can only be provided or prepared within the time that has been passed.

Default comes from an agreement. It implies that in order to claim the legal subject of default, there must first be an agreement between the two parties. From this agreement, the obligations of the parties to implement that agreement (performance) are created. The performance could be demanded if it still needs to be fulfilled. The occurrence of default results in the parties (opponents of the defaulting party) being disadvantaged (Ngaisah & Setiawan, 2022). Since there is a loss by the other party, the one who has made a default must bear the consequences of the demands of the opposing party, which can be in the form of cancellation of the agreement, cancellation of the agreement accompanied by a claim for compensation, or fulfillment of the agreement and fulfillment of the agreement accompanied by a claim for compensation (Yudhistira & Wiryawan, 2023). The act of default brings consequences to the emergence of the right of the disadvantaged party to sue the party who made the default to provide compensation so that by law, no one is expected to be disadvantaged by the default (Sugiastuti, 2020). The various models for parties who do not fulfill their obligations even though they have previously agreed to implement the default models are as follows:

- a) Default in the form of not fulfilling performance
- b) Default in the form of late fulfillment of performance
- c) Default in the form of incomplete fulfillment of performance
- d) Default of failure to fulfill performance
- e) Default of doing things that shall not be done in the contract.

From the above description, it is clear that tort claims exist because of the violation of obligations arising from a contract, in the sense that there has previously been a contractual relationship between the parties involved. Violation of obligations derived from the contract can also be sued as a tort. Based on the background description above, the problems that will be discussed in this research can be formulated: how the law of default in the cooperation agreement between PT Haspra Konsulting and PT Baja Bahagia Sejahtera and how the legal protection of default in the cooperation agreement between PT Haspra Konsulting and PT Baja Bahagia Sejahtera.

## RESEARCH METHODOLOGY

This research is normative juridical legal research, a type of legal research that examines library materials or secondary data of legal material. Researchers search and collect data by conducting library research on reading sources in the form of civil law books, books of scholars, jurists, and academics on a scientific topic related to the issues discussed in the writing of this research. Normative juridical research is carried out by examining various kinds of formal legal rules, such as laws and literature of theoretical concepts, which are then related to the

problems that are the subject of discussion (Napitupulu & Sushanty, 2022). The sources of legal materials used are primary and secondary legal sources. Primary legal materials are the main legal materials used in this research. The primary legal material in this research is Decision Number 532/Pdt.G/2022/PN JKT SEL and various related laws and regulations, such as the Civil Code. Meanwhile, the secondary legal materials are legal materials that complement the primary materials. In this research, the secondary legal materials consist of books related to unlawful acts from both printed and online media.

## RESULT AND DISCUSSION

### Definition of Agreement

The Civil Code regulates agreements in Book III (Articles 1233-1864) concerning Obligations. The Civil Code uses both the terms contract and agreement for the same meaning. This can be seen evidently from the title of Chapter II of Book III of the Civil Code about obligations that are based on contracts or agreements. There are various definitions of agreement or contract. Subekti, as cited by Pinem (2022), stated that an agreement is an event in which an individual promises to another individual or in which the two individuals promise each other to carry out a certain thing. Meanwhile, an obligation is a legal relationship between two people or two parties, based on which one party demands something from the other party, and the other party is obliged to fulfill the demand. Meanwhile, Article 1313 of the Civil Code explains that an agreement is an act by which one or more people remind themselves of one or more other people.

### Types of Agreements

According to its characteristics and legal consequences, there are five agreements such following below:

#### 1. Family Law Agreement (*Familie Rechtelijke Overeenkomst*)

Family law agreement is an agreement where the intended legal effect lies in the sphere of family law. For instance, regarding the position of the parties, such as between husband and wife, in which this agreement is stipulated by law. In this case, freedom is limited to whether or not the marriage is consummated.

#### 2. Business Agreement (*Zakelijke Overeenkomst*)

Business agreement is a legal act that is formed due to an agreed and interdependent expression of will from two or more parties whose purpose is to transfer, change, or remove a property right by observing special provisions as required by law.

#### 3. Evidentiary Law Agreement

In this agreement, the parties determine what evidence can be used in the event of a dispute between the parties. It may also specify the evidentiary power to be given by the parties to a particular piece of evidence.

4. Public Law Agreement (*Publike Rechtelijke Oveerenskomst*)

Public law agreements are agreements implemented by government agencies controlled by public law. For instance, service agreement bonds in the field of state administrative law.

5. Property Law Agreement (*Obligatoir*)

Property law agreement is an agreement that creates an obligation in the context of property law. Since the agreement, rights and obligations exist between the creditor and the debtor. For example, the buyer is entitled to demand the delivery of products while the seller is entitled to a certain amount of payment (H.S., 2019).

### Principles of Agreement

The principles of agreement are divided into three different principles:

a. The Principle of Concessionality

The word *consensus* is derived from the Latin word *consesus*, which refers to an agreement. The principle of consensuality is that an agreement or binding has been made as soon as an agreement is reached between the two parties, or in other words, an agreement or an obligation has been finalized at the moment of reaching an agreement, and the agreement is valid without requiring any formalities.

b. The Principle of Freedom of Contract

The principle of freedom of contract allows parties to make, hold, arrange, and conclude agreements that result in obligations as long as the performance is mandatory and not something that is prohibited by law. The provisions of Article 1337 of the Civil Code state that a cause is prohibited if it is prohibited by law or if it is contrary to decency or public order. In the principle of freedom of contract, there is an understanding that anyone can make any agreement, either from those regulated by law or those not regulated by law.

c. The Principle of *Pacta Sunt Servanda*

The principle of *pacta sunt servanda* is regulated in Article 1338 Paragraph 1 of the Civil Code, which reads: all legally formed agreements shall apply as laws to those who make them. However, the binding capacity of the agreement only applies to the parties who make it. Forcing the validity and implementation of the agreement can only be carried out by one or more parties to the agreement against the other parties to the agreement (Muhtarom, 2014).

## Definition of Cooperation Agreement

An agreement is a legal act; therefore, legal consequences arise from entering into an agreement. A set of rights and obligations is known as performance, which is the object of legal activity in an agreement. Based on Article 1313 of the Civil Code, a cooperation agreement can be defined as an act by which one or more parties bind themselves to one or more people (Permana, 2022). In comparison, a contract is an agreement between two or more people that binds them to do or not do something (Lie et al., 2023). A contract is an agreement between two or more parties in which one or both parties promise to perform an action on behalf of the other party. Establishing a formal relationship by signing an agreement creates rights and obligations for both parties involved. Legally, an agreement is defined as an act by which one or more parties bind themselves to one or more parties. Such agreements can be either written or spoken agreements and obligations, depending on the characteristics of the agreement. There is a broad consensus that the definition of an agreement included in the following section needs to be revised and excessively broad. It is considered incomplete because of its focus on a single point of agreement.

## Termination of Agreement

Those conditions that can cause the termination of agreement according to Article 1381 of the Civil Code, such following below:

a. Payment (Articles 1382-1403 of the Civil Code)

This payment does not have to be fulfilled by the debtor or the party owed, but can also be fulfilled by a third party, who has no interest, so far as the third party acts on his behalf and pay off the debtor's debt, as stipulated in Article 1382 of the Civil Code. However, this provision does not apply when the performance of an obligation is to do something that the creditor wants the debtor to do himself, that is, if the performance is related to the debtor's expertise, the fulfillment of the performance cannot be done by a third party/other person without the consent of the party requesting the work (creditor).

b. Cash payment offer followed by deposit or retention (Articles 1404-1412 of the Civil Code)

If the creditor refuses payment from the debtor, then the debtor has the right to make an offer for cash payment of the debt, and if the creditor refuses, then the debtor entrusts the payment to the district court. The offer of payment followed by the deposit of the payment in the district court is valid as payment for the debtor and releases the debtor from his debt as long as the offer is in accordance with the law and the deposit in the district court is payment for the creditor's liability.

c. Novation/ Debt Renewal (Articles 1413-1424 of the Civil Code)

Novation may lead to the termination of the agreement. It occurs due to the issuance of a new agreement that causes the old agreement that has been renewed to become invalid. New agreements can occur because there are changes in the contract parties. For example, a novation agreement is a change in the debtor party due to a change in the binding of the sale and purchase agreement into a lease agreement because the buyer is unable to pay off the remaining payments.

d. Netting (Articles 1425-1435 of the Civil Code)

Netting occurs because the creditor and debtor owe each other so that their debts are considered paid by their respective receivables.

e. Confiscation/Mixed Debts (Articles 1436-1437 of the Civil Code)

The change in the position of a party to an agreement object can also lead to a commingling of debts that terminate the agreement. For example, a tenant of a house turns into a homeowner because they bought the house before the end of the lease period while there are still rent arrears that have not been paid.

f. Debt relief (Articles 1438-1443 of the Civil Code)

Debt relief may occur due to the willingness of the creditor to release the debtor from the obligation to pay debts. Thus, by releasing the debtor from the obligation to fulfill the debt, the things agreed upon in the agreement as a condition for the validity of the agreement become non-existent. Therefore, the agreement ends.

g. Destruction of the goods owed (Articles 1444-1445 of the Civil Code)

The destruction of the agreed goods may also cause the unfulfillment of the conditions of the agreement as the goods as the object of the agreement do not exist.

h. Cancellation or annulment (Articles 1446-1456 of the Civil Code)

Unfulfillment of the legal requirements of the agreement may lead to the termination of the agreement. For instance, when the parties to the agreement do not meet the requirements of legal capacity. The cancellation procedure agreed upon in the agreement can also be the basis for the termination of the agreement. The occurrence of cancellation of an agreement that is not regulated in the agreement can only occur on the basis of an agreement of the parties as stipulated in Article 1338 of the Civil Code or by a court decision based on Article 1266 of the Civil Code.

i. Cancelation (Article 1265 of the Civil Code)

Termination of the agreement can be carried out due to the fulfillment of the cancelation conditions agreed upon in the agreement.

j. Overdue or expired.

Expiration of time is a legal means to obtain something or a reason to be released from an obligation with the lapse of a certain time and with the fulfillment of the conditions specified in the law.

## The Definition of Performance

In the law of contracts, performance is intended as an implementation of the things written in an agreement by the party who has bound themselves to it, which implementation is in accordance with the terms and conditions as stated in the agreement concerned. Performance is something that must be accomplished in an obligation.

## The Definition of Default

According to Salim, as cited by Faizal (2022), default refers to the act of failing to fulfill or neglecting to carry out obligations as stipulated in the agreement made between the creditor and the debtor. Default or non-fulfillment of promises may occur either intentionally or unintentionally. A debtor is said to be negligent when they fail to fulfill their obligations or fulfill them later but not at the time agreed upon (Harahap, 2019). Default is also contained in Article 1243 of the Civil Code, which means that the reimbursement of costs, losses, and interest for non-fulfillment of an obligation will only begin to be required if the debtor, after being declared negligent in fulfilling his obligation, continues to neglect it, or if something that must be given or made, can only be given or made, can only be given or made within the time that has been exceeded. Default can also be interpreted as an act of breaking promises committed by one party who does not carry out the contents of the agreement, is late in carrying out the contents of the agreement, or does what is agreed not to be done (Afkarina, 2021).

## Analysis of Decision Number 532/Pdt.G/2022/PN/JKT.SEL

In Decision No. 532/Pdt.G/2022/PN/JKT.SEL, the South Jakarta District Court examined, adjudicated, and imposed a decision in a case between PT Haspra Konsulting and PT Baja Bahagia Sejahtera.

PT Haspra Konsulting, from now on referred to as the Plaintiff, is domiciled at Atrium Mulia Building Suite 201, H.R. Rasuna Said Street Kav. B 10-11, South Jakarta 12910, Setiabudi Village, Setiabudi, South Jakarta, in this case, authorizing Charles Anugrah Marsangap S.H., M.H., and fellow lawyers at HSPH Advocates & Legal Consultants Law Firm, located at Atrium Mulia Building, Suite 201, HR. Rasuna Said Street Kav. B 10-11, South Jakarta 12910, based on a special power of attorney dated June 13, 2022, and has been registered at the Registrar of Law with number 3069/SK/HKM/VI/2022, on 16 June 2022.

PT Baja Bahagia Sejahtera, from now on referred to as the Defendant, domiciled at The Executive Center Jakarta, One Pacific Place Building, 11th floor, Sudirman Central Business District, Jendral Sudirman Street, Kav. 52-53, South Jakarta 12910, Senayan Subdistrict, Kebayoran Baru, South Jakarta, whose whereabouts are now unknown both inside and outside the Territory of the Republic of Indonesia.

## Facts of The Case

1. That between the Plaintiff and the Defendant have been bound into a legal relationship based on Cooperation Contract Number P008/BBS/HASPRA/RHS-WFQ/XI/20, dated November 16, 2020, related to Assistance in the Application Process for Refund of Taxes That Should Not Be Payable on Income Tax Article 4 Paragraph 2 and Value Added Tax - Tax Years 2017 to 2019;
2. That in the cooperation contract signed by the Plaintiff and the Defendant.
3. That over time, the Plaintiff carried out their obligations as set out in the scope of the assignment with full responsibility. In doing so, the Plaintiff always coordinated and communicated with the Defendant and reported on any work that had been carried out;
4. That then, through letters dated April 1, 2022, and April 18, 2022, delivered to the Plaintiff, the Defendant unilaterally terminated the Plaintiff's appointment process as agreed in the cooperation contract;
5. That as a form of good intention in carrying out the duties that had been carried out, the Plaintiff also sent a final report dated April 19, 2022, as a matter of responsibility explaining in detail all the work that the Plaintiff had carried out, starting from the date of getting the assignment until the termination of the contract by the Defendant;
6. That in addition to submitting the final report, the Plaintiff also submitted a bill to the Defendant in the amount of IDR 122,100,000 (one hundred twenty-two million one hundred thousand rupiah) as per Invoice number 045\_IV/22/BBS/RHS/HASPRA dated April 19, 2022;
7. That because the Defendant had not paid the Plaintiff's bill, then through their legal representative, the Plaintiff had sent a legal notice to the Defendant to immediately pay off their obligations or at least provide certainty regarding the settlement of the matter. However, up until the first, second, and third legal notices were sent, the Defendant did not make any good intention to settle the matter and evidently avoided their obligations;
8. That with the absence of performance of the Defendant's obligations, that is by not making payment for Invoice number 045\_IV/22/BBS/RHS/HASPRA dated April 19 in the amount of IDR 122,100,000, the Defendant is legally entitled and appropriate to be declared to have committed default against Cooperation Contract Number P-008/BBS/HASPRA/RHS-WFQ/XI/20, dated November 16, 2020;
9. That as a result of the Defendant's default, the Plaintiff has been materially and immaterially disadvantaged. The amount of material loss experienced by the Plaintiff is IDR 122,100,000 (one hundred and

twenty-two million one hundred thousand rupiah) as per Invoice number 045\_IV/22/BBS/RHS/HASPRA, dated April 19;

10. That in addition to material losses, the Plaintiff also experienced immaterial losses due to disappointment over the late repayment of services provided to the Defendant, amounting to IDR 500,000,000 (five hundred million rupiah);
11. That the Plaintiff also pleaded that the decision of the case *a quo* can be executed immediately (*uitvoerbaar bij voorraad*) despite the existence of ordinary or extraordinary legal remedies. Furthermore, to ensure the implementation of the decision, it is reasonable for the Plaintiff to ask the Chairman of the South Jakarta District Court to set a penalty payment of IDR 1,000,000 per day which the Defendant must pay if they fail to implement the decision of the case *a quo* which has been legally enforceable.

### **Prayer for Relief**

Based on the subject matter above, the Plaintiff filed the following lawsuit:

1. Accept and grant the Plaintiff's claim in its entirety;
2. Declare that the Plaintiff is in good intention;
3. Declare as valid and legally binding the Cooperation Contract Number P-008/BBS/HASPRA/RHS-WFQ/XI/20, dated November 16, 2020 between the Plaintiff and the Defendant;
4. Stating that the Defendant has committed default by not carrying out the performance of its obligations in accordance with Cooperation Contract Number P-008/BBS/HASPRA/ RHS-WFQ/XI/20, dated November 16, 2020;
5. Sentencing the Defendant to compensate all losses suffered by the Plaintiff with the following details:
  - a) Material Loss: Payment of Invoice number 045\_IV/22/BBS/RHS/HASPRA dated April 19 in the amount of IDR 122,100,000 (one hundred twenty-two million one hundred thousand rupiah);
  - b) Immaterial Loss: IDR 500,000,000 (five hundred million rupiah);
6. Stating that the decision of the case *a quo* can be executed immediately (*uitvoerbaar bij voorraad*) despite any ordinary or extraordinary legal remedies;
7. Sentencing the Defendant to pay a penalty payment of IDR 1,000,000 (one million rupiah) per day to be paid by the Defendant if they fail to execute the decision of the case that has been legally binding;
8. Sentencing the Defendant to pay all court costs in this case; or if the Chairman of the South Jakarta District Court c.q. the Panel of Judges

examining and deciding the case *a quo* is of another opinion, requesting a fair and just decision (*ex aequo et bono*).

## Legal Considerations

1. Considering that the purpose and objective of the Plaintiff's lawsuit is substantially regarding the actions of the Defendant in default by not performing its obligations in accordance with Cooperation Contract Number P-008/BBS/HASPRA/ RHS-WFQ/XI/20, dated November 16, 2020. Thus, the Plaintiff suffered losses and demands that the Defendant compensate all losses suffered by the Plaintiff, both material and immaterial;
2. Considering that because the period and formality of the legal summons have been carried out legally and properly, the Defendant who did not appear at the hearing and did not send someone else to appear as their representative, must be declared absent;
3. Considering that after the Panel of Judges has reviewed, examined, and observed, it is found that the Plaintiff's lawsuit is reasonable and not contrary to the law. Therefore, the Plaintiff's lawsuit may serve as the legal basis for hearing the case;
4. Considering that despite the absence of the Defendant, the Panel of Judges remains of the opinion that the Plaintiff must prove their lawsuit, and the Panel of Judges will consider the Plaintiff's lawsuit;
5. Considering that the subject matter of the dispute between the Plaintiff and the Defendant is that the Defendant did not carry out its obligation to make payment for the work services of the Plaintiff as agreed in the cooperation contract, and the Plaintiff has made a legal notice to the Defendant to carry out its obligation to make payment for the work services carried out by the Plaintiff but was not carried out by the Defendant. With the failure to execute the Plaintiff's legal notice, the Defendant's actions constituted a default and the Plaintiff claimed material and immaterial damages against the Defendant;
6. Considering that to prove their lawsuit, the Plaintiff has submitted evidence in the form of letters and witnesses who have been presented at the court hearing.

## Verdict of the Judge

1. Stating that the Defendant has been legally and properly summoned but failed to attend;
2. Partially grant the Plaintiff's lawsuit;
3. Stating that the Plaintiff is in good intentions;

4. Declare as valid and legally binding the Cooperation Contract Number P-008/BBS/HASPRA/RHS-WFQ/XI/20, dated November 16, 2020 between the Plaintiff and the Defendant;
5. Stating that the Defendant has committed default by not performing its obligations in accordance with Cooperation Contract Number P-008/BBS/HASPRA/RHS-WFQ/XI/20, dated November 16, 2020;
6. Ordering the Defendant to compensate the Plaintiff for the following losses:
  - a) Material Loss: Payment of Invoice number 045\_IV/22/BBS/RHS/HASPRA dated April 19 in the amount of IDR 122,100,000 (one hundred twenty-two million one hundred thousand rupiah);
7. Ordering the Defendant to pay court costs in the amount of IDR 3,755,000 (three million seven hundred fifty-five thousand rupiah);
8. Reject the Plaintiff's lawsuit other than and for the rest.

Thus decided in a deliberation meeting of the Panel of Judges of the South Jakarta District Court on Tuesday, November 15, 2022, by Muhammad Ramdes, S.H., as the Chief Judge, Hapsoro Restu Widodo, S.H., and I Dewa Made Budi Watsara, S.H., each as a Member Judge. The decision was issued on Tuesday, November 29, 2022, pronounced in a hearing open to the public by the Presiding Judge accompanied by the aforementioned Member Judges, Eli Yunani, S.H., as the Plaintiff's Registrar, and attended by the Plaintiff's Attorney and without the Defendant.

### **Analysis of the Lawsuit**

Court Decision Number 532/Pdt.G/2022/PN.JKT.SEL is highly justified with consideration and examination of the arguments that strengthen the Plaintiff's case. According to the researcher, the efforts made by the Plaintiff were correct by taking litigation efforts with a default lawsuit, which was the Defendant had unilaterally terminated the cooperation contract. The Plaintiff received compensation from the Defendant in accordance with the court's decision. The Defendant reimburses the material loss of payment of the invoice in the amount of IDR 122,100,000, which is in accordance with the basis of default. The Plaintiff can apply for compensation as stated in Article 1243 of the Civil Code which reads: reimbursement of costs, losses and interest due to non-fulfillment of an obligation, if the debtor, despite being declared negligent to fulfill the obligation, or if something that must be given or performed within a specified time.

However, ultimately the Plaintiff only received compensation for material loss, where in fact the Plaintiff had also claimed immaterial loss from the Defendant in the amount of IDR 500,000,000. The court only granted compensation that must be paid is only the material compensation, which amounted to IDR 122,100,000.

Since in the lawsuit itself, the Plaintiff did not describe what immaterial losses were obtained, the Plaintiff only specified a nominal amount of IDR 500,000,000. Therefore, the court only granted the lawsuit in which the Defendant paid compensation to the Plaintiff in the amount of IDR 122,100,000 as a material loss.

## CONCLUSION

From the description of the analysis that has been presented, there are several things that can be concluded. A cooperation agreement is a legal act. Legal consequences arise from entering into a contract, which can also be referred to as an agreement. A collection of rights and obligations is known as performance, which is the object of legal activity in an agreement. In making a cooperation agreement, it is necessary to have valid conditions in the agreement and the principles of the agreement where there are parts of these matters that may result in the expiration of an agreement, which might lead to default of the cooperation agreement.

Meanwhile, from Court Decision No. 532/Pdt.G/2022/PN.JKT.SEL, it is found that the verdicts of the judge are in the form of partial granting of the Plaintiff's lawsuit, a statement that the Defendant has defaulted by failing to perform its obligations in accordance with Cooperation Contract Number P-008/BBS/HAISPRA/ RHS-WFQ/XI/20 on 16 November 2020, a sentence for the Defendant to compensate the losses suffered by the Plaintiff with details of payment for Invoice number 045\_IV/22/BBS/RHS/HAISPRA dated April 19 in the amount of IDR 122,100,000, and a penalty imposed on the Defendant to pay court costs in the amount of IDR 3,755,000 (three million seven hundred fifty-five thousand rupiahs).

## REFERENCES

Afkarina, N. I. (2021). *Tinjauan Yuridis Penyelesaian Wanprestasi dalam Perjanjian Pengikatan Jual Beli Tanah di Kabupaten Kendal*. Universitas Islam Sultan Agung.

Faizal, A. (2022). *Akibat Hukum Terhadap Pihak yang Melakukan Wanprestasi Dalam Perjanjian Kerja Sama Antara PT. Karya Metropolitan Utama dengan Yayasan Abdurrah (Analisis Putusan Mahkamah Agung Nomor 960PK/PDT/2021)*. Universitas Nasional.

H.S., S. (2019). *Hukum Kontrak Teori & Teknik Penyusunan Kontrak* (14th ed.). Sinar Grafika Offset.

Harahap, N. P. (2019). *Wanprestasi PT. GO-JEK Cabang Kota Bandung Terhadap Mitra Kerja Sama Dalam Surat Perjanjian Kerjasama Kemitraan Dihubungkan dengan Buku III Kitab Undang-Undang Hukum Perdata*. Universitas Pasundan.

Lie, C., Natashya, Clarosa, V., Yonatan, Y. A., & Hadiati, M. (2023). Pengenalan Hukum Kontrak dalam Hukum Perdata Indonesia. *Jurnal Kewarganegaraan*, 7(1), 918–924.

Muhtarom, M. (2014). Asas-Asas Hukum Perjanjian" Suatu Landasan Dalam Pembuatan Kontrak. *SUHUF*, 26(1), 48–56.

Napitupulu, B. S., & Sushanty, V. R. (2022). The Juridical Analysis Against Document Falsification in Export activities of The Dangerous Goods Category: A Case Study of Court Decision on Cassation No. 294 K/PID.SUS/2018. *YURIS: Journal of Court & Justice*, 1(3), 38–51.

Ngaisah, S., & Setiawan, A. (2022). Legal Protection for Grabfood Drivers Against Fictitious Orders as Default Actions: A Civil Law Perspective. *YURIS (Journal of Court and Justice)*, 1(3).

Permana, Y. I. (2022). *Perjanjian Kerjasama dalam Pengelolaan Lahan Wisata Aik Mencerit Antara Pemerintah Kabupaten Lombok Timur dengan Masyarakat Pengelola Wisata di Desa Pringgasela*. Universitas Muhammadiyah Mataram.

Pinem, L. E. N. (2022). *Keabsahan Perjanjian Arisan Online Ditinjau Dari Pasal 1320 Kitab Undang-Undang Hukum Perdata*. Universitas Pendidikan Ganesha.

Saragih, H. D. P., Konoras, A., & Kalalo, M. E. (2021). Analisis Hukum Pemberian Kredit dengan Klausula Cross Default dan Cross Collateral terhadap Jaminan Hak Tanggungan. *Lex Administratum*, 9(1), 41–49.

Sriwidodo, J., & Kristiawanto. (2021). *Memahami Hukum Perikatan*. Penerbit Kepel Press.

Sugiestuti, N. Y. (2020). Ganti Rugi Akibat Wanprestasi (Perbandingan Kitab Undang-Undang Hukum Perdata Indonesia dan Civil Code of The Netherlands). *Prioris Jurnal Hukum*, 8(2), 201–235. <https://doi.org/https://doi.org/10.25105/prio.v8i2.14981>

Tjoanda, M. (2013). *Analisi Tentang Tanggung-Gugat Dalam Kontrak Pengadaan Barang dan Jasa Pemerintah*. Pattimura University.

Weydekamp, G. R. (2013). Pembatalan Perjanjian Sepihak Sebagai Suatu Perbuatan Melawan Hukum. *Lex Privatum*, 1(4), 148–158.

Yudhistira, I. N., & Wiryawan, I. W. (2023). Akibat Hukum Wanprestasi dalam Perjanjian Kerjasama Atlet Cabang Olahraga Karate. *Jurnal Kertha Desa*, 11(3), 1910–1920.