

Analysis of the Legal Effects of Default in the Sale and Purchase Agreement for Agricultural Facilities against the Parties (Case Study of District Court Decision Source Number 30/Pdt.G/2022/PN Sbr)

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ABSTRACT

The legal basis for assessing a default case is Article 1238 of the Civil Code which explains that a default occurs when the debtor does not fulfill its obligations according to the agreement. A tort lawsuit is a civil lawsuit that refers to default in an agreement and is submitted through a lawsuit letter, where letter evidence has an important role in proving the claim. In the decision of this case, the court considers the evidence and suitability between the claim and the relevant legal basis for making a decision in the case. Factors such as the location of the collateral object, differences in the name of the landowner, and the clarity of the goods auctioned are the main considerations in determining the granting of the lawsuit and the rejection of the application for auction of collateral. The results showed that the Source District Court used Article 1238 of the Civil Code as a legal basis in assessing cases of default in the sale and purchase agreement of agricultural facilities, with a letter of agreement as the main evidence. The factors that caused some of the Plaintiff's claims to be granted and some of the Defendants' requests for auction of debt collateral were the discrepancy between the description of the lawsuit and the evidence of the letter submitted, especially regarding the location of the collateral object, differences in the name of the landowner, and the vagueness of the goods to be auctioned.

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Introduction

Law without power is wishful thinking. Law and power should go hand in hand and in agreement. The Indonesian state is a state based on law (*Rechtstaat*) and not based on mere power (*Machstaat*) (Waluyadi, 2021). Because to run the legal system to be precise and successful must be supported by a power. While lawless power is arbitrary.

Therefore, it is important for the power to act in accordance with the established legal framework, so as not to fall into abuse and violation of individual human rights. Only by tying power to legal principles can society be guaranteed equal protection before the law.

However, to achieve this goal, the justice system needs to be strengthened with a solid foundation and clear evidence in upholding justice. It is necessary so that the decisions taken by the court are based not only on subjective discretion, but also on objective legal principles. Therefore, it is important to understand how courts assess and resolve certain cases, such as cases of default in agricultural facilities sale and purchase agreements, to ensure that decisions are taken in accordance with applicable law and provide justice for all parties involved.

In Indonesia, law cannot be separated from justice, and the law must provide the greatest benefit to as many Indonesians as possible. However, to realize these principles, the judicial system must be able to carry out its duties effectively and transparently. Society's trust in the judiciary depends largely on its ability to administer justice equally to all individuals, regardless of social, economic, or political background. In this regard, the District Court has a very important role as the institution responsible for law enforcement in the first instance.

In addition, the economic and social conditions of the community also affect the legal dynamics that occur. Especially in the context of the sale and purchase agreement of agricultural facilities, where the problem of default can arise as a result of various external factors such as price changes, weather conditions, or financial difficulties. Therefore, the review of default cases needs to consider the economic and social context surrounding them, to ensure that the decisions taken by the courts are not only fair, but also practical and sustainable for all parties involved. Thus, this study will not only provide insight into the legal aspects, but will also explore the practical implications of court decisions in other cases.

In the default case with decision number 30/Pdt.G/2022/PN Sbr, Zaenal Abidin (Plaintiff), represented by his attorney, Kuswanto Pujiantono, SH., sued Didi Junedi (Defendant) on the basis of default. The Defendant had purchased agricultural equipment and medicines worth IDR 1,100,153,000 from the Plaintiff in April 2019 and promised to pay them off by the end of February 2022. Despite a check and payment agreement on November 5, 2021, the Defendant did not pay according to the agreement until the stipulated time.

The Plaintiff claimed a total loss of Rp2,350,153,000, - including interest, and requested that the Defendant's assets be confiscated as collateral. The Sumber District Court ruled that the Defendant was proven to have committed default and was sentenced to pay Rp1,100,153,000 to the Plaintiff. However, the application for auction and confiscation of assets was not granted because there was insufficient evidence regarding the assets. This judgment was handed down *verstek* because the Defendant was not present at the trial despite having been properly summoned.

For example, in another study, namely "Juridical Analysis of Default in Accounts Receivable Cases" (Decision Study Number: 6/Pdt.G/2021/PN Gdt) by Lutfiah Nisrin, which has examined the form of default and legal responsibility in debt-receivable agreements. The study used a normative juridical approach to analyze the decision of the Gedong Tataan District Court regarding default in debt-receivable agreements. The results show that the proof of receipts and the agreement of both parties provides a strong basis for judges in deciding on default and establishing legal responsibility. This study provides an in-depth understanding of how contract evidence and legal facts are used by

courts to achieve fairness in debt-receivable cases (Nisrin, 2022). This study adds to the existing literature by providing an in-depth analysis of the decision of the Source District Court Number 30/Pdt.G/2022/PN Sbr.

Therefore, from this background, the author is interested in continuing his research with the title of this research proposal is: "Analysis of the Legal Effects of Default in the Sale and Purchase Agreement of Agricultural Facilities to the Parties (Case Study of District Court Decision Source Number 30/Pdt.G/2022/PN Sbr)"

Based on the background above, the formulation of the problem that the researcher will discuss includes:

1. What is the legal basis and evidence used by the Source District Court in assessing cases of default in the sale and purchase agreement for agricultural facilities ?
2. How are the factors that caused part of Plaintiff's claim to be granted and part of Defendant's application for auction of debt security was rejected in the context of the default case decided by the Source District Court ?

The primary aim of this study is to analyze the legal implications of default in agricultural facility sale and purchase agreements as adjudicated by the Source District Court. By scrutinizing the legal basis and evidence utilized in these cases, the research seeks to provide clarity on how judicial decisions uphold legal principles and ensure justice for all parties involved. Furthermore, the study intends to highlight the factors influencing court rulings, particularly in granting partial claims and rejecting applications for debt security auctions. Ultimately, the findings aim to inform legal practitioners, policymakers, and stakeholders about the intricacies of default cases, fostering improvements in legal certainty, fairness, and adherence to contractual obligations in Indonesia.

Research Methods

This study the author uses doctrinal research methods, rule of law, namely normative juridical. namely research that lays down the law as a basic reference in forming legal norms. Research with doctrinal or juridical normative approach methods is carried out by analyzing secondary data in the form of library materials such as laws and regulations and other rules and literature related to the problem under study.

The object of this study is the analysis of the decision of the Source District Court in the case of default of the sale and purchase agreement for agricultural facilities. This study examines two main things: first, the legal basis and evidence used by the court in assessing the case; and second, the factors that caused part of Plaintiff's claim to be granted while Defendant's application for auction of debt security was rejected. This study aims to understand the application of law and justice in the decision as well as the reasons behind the court decision.

Results and Discussions

1. Default Concept

Achievement is something that must be fulfilled by the debtor in every engagement. Performance is the content of the engagement. If the debtor does not fulfill the performance as specified in the agreement, it is said that default (negligence) (Syahrani & Suryadi, 2024).

The term default comes from Dutch, "*wanprestatie*" which means bad performance or default, which is a condition of non-performance due to the debtor's fault due to his

intention or negligence (Sudjana, 2019). In English, default is called *a breach of contract*, which means non-performance of the obligations duly imposed by the contract (Santoso, 2016).

According to J Satrio, default is a situation in which the debtor does not fulfill his obligations or does not do it as he should, and all this can be blamed on him. In addition, Yahya Harahap also stated that default occurs when obligations are not fulfilled on time or carried out improperly, resulting in the debtor having to compensate or pay damages, or in case of default, the other party has the right to request cancellation of the agreement (Paendong, 2022).

Default, as stated in Article 1238 of the Civil Code, occurs when the debtor does not fulfill his obligations as stipulated in a warrant or similar deed, or based on the content of the agreement itself, for example if the agreement stipulates that the debtor is considered not to fulfill his obligations after exceeding the predetermined time limit.

Default or known as broken promise is one party does not fulfill the promised achievement, due to some negligence or error, coercion and fraud. If an agreement based on fraud can be canceled by filing a cancellation lawsuit arguing that there is an unlawful act (S. H. Yahman, 2016).

Provisions in Article 1243 of the Civil Code, there are three elements of default that must be met, namely:

The existence of an agreement.

One of the parties does not fulfill its promises or violates the agreement. Even though it has been declared negligent, the party still does not implement the contents of the agreement.

The definition of a treaty in Article 1313 of the Civil Code, that an agreement is an act in which one or more individuals bind themselves to one or more other individuals. In Article 1313, the covenant contains an element of engagement, which is evident from the phrase "binding himself to one or more other persons."

According to Yahya Harahap that an agreement is a legal relationship of wealth or property between two or more people that gives strength to one party to obtain achievements and at the same time obliges the other party to perform achievements (Harahap, 1986).

That the agreement is the basis for the formation of an agreement, in accordance with what is explained in Article 1233 of the Civil Code, which states that every engagement arises either because of the agreement or because of the provisions of the law.

Subekti states that an engagement is a legal relationship between two individuals or two entities, where one party has the right to demand something from the other, and the other party has the obligation to fulfill the lawsuit (R. Subekti, 2010).

Furthermore, according to Subekti related to default that the debtor can be said to have defaulted if:

1. Not fulfilling the promised achievements.
2. Fulfill achievements but not in the proper way.
3. Fulfill achievements but carried out outside the agreed period.
4. Perform actions that are prohibited according to the content of the agreed contract.

In addition, according to Marthalena Pohan that default occurs when: (Y. Yahman, 2020)

1. There is no achievement at all;
2. There are achievements, but not on time or too late;

3. There are achievements, but not as they should be (*niet behoorlijk presteren*).

Article 1239 of the Civil Code, which states that any agreement to do or not do something must be fulfilled by providing compensation in the form of costs, losses, and interest if the debtor does not fulfill his obligations. So that in the event of default, the party that fails to perform its obligations must provide compensation in the form of costs, losses, and interest.

As a result if a debtor defaults, the consequences are: (Setiawan, 2021)

1. The creditor remains entitled to the fulfillment of the agreement, if it is still possible;
2. Creditors also have the right to compensation both in conjunction with the fulfillment of achievements and in exchange for fulfillment of achievements;
3. After a default, the *overmacht* has no power to release the debtor;
4. In an engagement born out of a reciprocal contract, the default of the first party gives to the other party to request the cancellation of the contract by the Judge, so that the plaintiff is released from its obligations. In this contract cancellation lawsuit, compensation can also be requested.

In addition, if the debtor is in default, the creditor can choose among several possible claims as referred to in Article 1267 of the Civil Code, namely:

1. Demand fulfillment of engagements;
2. Demand fulfillment of the engagement along with compensation;
3. Claim damages;
4. Request the cancellation of the reciprocal agreement;
5. Request cancellation of the agreement with indemnity.

The provisions regarding compensation in the Civil Code are contained in Articles 1243 to Article 1252. From these articles, it can be concluded that compensation is a sanction imposed on debtors who do not fulfill their obligations in an agreement, in the form of reimbursement of costs, losses, and interest. Although creditors can sue debtors in default to pay damages, the amount of damages that can be claimed should not be arbitrarily determined. The law limits the amount of damages that can be sued, and the first limitation for any kind of default is provided for in Article 1248 of the Civil Code (Syahrani & Suryadi, 2024)

2. Civil Procedural Law Theory of Proof

R. Subekti stated that the law of evidence governs how a case proceeds in front of a judge. However, this opinion is too broad because the rules of procedural law as a whole, both civil and other, also affect the course of the case before the judge. Achmad Ali agrees more with Edward W. Cleary's definition which states that the law of evidence is a system of rules and standards that govern the acceptance of evidence in trials. Cleary's definition is more specific and shows the role of evidentiary law in trials, as well as describing the legal system and standards for rules of evidence. Therefore, Achmad Ali formulated that the law of evidence is the entire rule of evidence that uses valid evidence to obtain the truth through a judge's decision or determination (Achmad Ali & Wiwie Haryani, 2014).

In the Indonesian justice system, judges are the only ones who assess evidence. In civil proceedings, judges are only bound by valid evidence, based on the principle of "*propederence evidence*," unlike criminal cases that require evidence of "*Beyond Reasonable Doubt*." The principle of "*Unter Buchungs Maxime*" requires the judge to collect and assess the evidence submitted by the parties. The parties are obliged to present and convince the judge with their evidence in accordance with the principle of "*Verhandlungo Maxime*." The judge has two main duties regarding evidence: burdening

the parties with the responsibility of proof and assessing the evidence presented. These two tasks greatly influence the judge's final decision (Ali & Heriani, 2012).

According to the provisions contained in Article 1866 of the Civil Code or Article 164 HIR, there are several types of evidence recognized in civil proceedings. These instruments of evidence include written evidence, witness evidence, allegations, confessions, and oaths. Among all these types of evidence, written or letter evidence is placed first, demonstrating its primacy in establishing truth in civil law proceedings. Therefore, in the resolution of disputes in the civil realm, it is important to understand the hierarchy and role of each piece of evidence recognized by law.

Discussion

1) Legal Basis and Evidence in the Assessment of Default Cases

The legal basis for the court to assess a default case is Article 1238 of the Civil Code (KUHPercivil). The article explains that default occurs when a person who owes a debt does not fulfill his obligations in accordance with the agreement that has been made. Default can be declared based on a warrant or similar document, or automatically if the breach results in the lapse of the time specified in the agreement.

A lawsuit is a claim of rights that contains a dispute and is submitted to the Court to obtain a court decision. Lawsuits consist of general lawsuits, torts with *class action* mechanisms, and *citizen law suits* (Elza Syarief, 2021).

According to Sudikno Mertokusumo, the term "lawsuit" refers to a civil lawsuit (*burgerlijke vordering*) related to rights that give rise to disputes with other parties. The same thing was also expressed by R. Subekti, who used the term "lawsuit" to describe a lawsuit made in writing in a lawsuit letter. Thus, every civil case filed before the District Court is submitted in the form of a lawsuit letter (V. A. Subekti & Marbun, 2023).

A tort lawsuit is a lawsuit in which the main case is regarding default which must be the debtor's failure to fulfill obligations in accordance with the agreed engagement. The reason why the debtor is unable to fulfill its obligations is first due to the debtor's fault of his intention or negligence, and due to force *majeure* (Kadir, 2000).

This case is the result of a civil lawsuit between Zaenal Abidin (Plaintiff) and Didi Junedi (Defendant). The Plaintiff sued the Defendant for non-payment of a debt on agricultural goods worth Rp1,100,153,000,- due in February 2022, claiming default. The court found that the Defendant had not paid the debt as agreed after examining evidence, including the agreement letter and testimony from witnesses.

Plaintiff's suit is based on a sale and purchase agreement between Plaintiff and Defendant, whereby payments are made in stages until the final deadline at the end of February 2022. The defendant did not fulfill the payment obligation in accordance with the signed agreement. In this case, the Defendant is considered negligent because it did not make payments in accordance with the stipulated period, which is in accordance with the provisions of Article 1238 of the Civil Code.

As a result of this negligence, the Plaintiff filed a lawsuit on the basis of default (breach of promise) because the Defendant did not fulfill the payment obligation. This suit was filed to demand that the Defendant pay all bills and losses suffered by the Plaintiff.

Despite the summons, the Defendant was not present at the hearing, so the Plaintiff's claim was granted in part *verstek*.

Soepomo used the term "outdoor event present" for *verstek*. Meanwhile, Subekti still uses the original term, but writes it as "perstek" instead of "*verstek*". The term "outside present event" can also be found in legal dictionaries as a translation of "*verstek*"

procedure", and "*verstekvonnis*" translated as "judgment without present" or "judgment outside present defendant or plaintiff". The definition of *verstek* relates to the procedural process and the imposition of judgment on disputed cases, where the judge has the authority to hand down the decision. The issue of *verstek* is inseparable from the provisions of Article 124 HIR (Article 77 Rv) and Article 125 paragraph 1 HIR (Article 73 RV) (Harahap, 2017).

The Cirebon District Court decided to partially grant the Plaintiff's claim. That means the Defendant was punished to pay part of the bills and losses filed by the Plaintiff. However, some claims, such as the auction of debt collateral belonging to the Defendant, were not granted because they were not based on sufficient evidence.

The judgment was based on strong letter evidence that had been filed by the Plaintiff, although some claims could not be satisfied due to the discrepancy between the suit and the evidence.

The plaintiff presented several pieces of evidence at the trial, including photocopies of relevant papers. The evidence includes a photocopy of the agreement letter of price list and note to be paid, marked with proof P-1, and a photocopy of the letter of mutual agreement regarding payment and payment procedures, marked with proof P-2. In addition, the Plaintiff also submitted a photocopy of a certificate from the kuwu of Geyongan Village, Arjawinangun District, Cirebon Regency, with Number: 593./300/-Ds/VIII/2022, marked with evidence P-3, and a photocopy of another certificate from the kuwu of Geyongan Village with Number: 593./301/-Ds/VIII/2022, marked with evidence P-4. All such documents were filed to support the Plaintiff's claim in the case. The documents submitted by the Plaintiff are one of the types of evidence stipulated in Article 1866 of the Civil Code.

Letters have a significant role in maintaining the security of business transactions by outlining the rights and obligations of the parties, thus becoming the main evidence tool when disputes arise between the parties involved (Kobis, 2017). The use of these letters not only confirms the agreement between the parties involved, but also provides the necessary legal certainty.

Thus, in the context of this case, Article 1238 of the Civil Code is used to assert that the Defendant has been negligent in making payments in accordance with the period specified in the sale and purchase agreement, thus providing a legal basis for the Plaintiff to file a lawsuit on the basis of default.

2) Determining Factors for Filing a Lawsuit and Rejecting a Collateral Auction Application

Basically, in trying a case and giving a verdict, a judge must consider relevant legal aspects. Court decisions are the result of an evaluation of the facts in a case based on legal principles, both existing and newly discovered. The purpose of a judge's ruling is to end legal disputes and ensure that all parties involved receive justice and legal certainty (Rahman, 2023).

Legal considerations in Decision Number 30/Pdt.G/2022/PN Sbr cover several matters that are the subject of the court's attention. The court assesses various aspects to ensure that the verdict taken is fair and in accordance with applicable law. Here are some of the court's main concerns:

The Plaintiff filed a lawsuit based on default by referring to the letter of mutual agreement dated November 5, 2021 between the Plaintiff and the Defendant.

The defendant was not present at the trial despite being legally summoned, so it was considered absent.

The Plaintiff's claim meets the formal requirements and has been signed by the Plaintiff's Power of Attorney.

The plaintiff has submitted letter and witness evidence supporting his claims.

The letter of mutual agreement between the Plaintiff and the Defendant shows that there is an agreement regarding the sale and purchase of agricultural facilities and payments that have not been paid by the Defendant.

There is a discrepancy between the description of the Plaintiff's claim and the evidence of the letter submitted regarding the object of the auction, so that the request for auction of the Defendant's debt security is unreasonable.

Part of the petition of the Plaintiff's suit was granted, but the petitum related to the auction of collateral and the transfer of collateral objects was rejected.

Because not all petitums were granted, Plaintiff's suit was only partially granted verstek, and Defendants were punished to pay the costs of the case.

This consideration is based on Article 125 HIR and other relevant regulations.

Thus, the court considers the evidence and suitability between the claim and the relevant legal basis for making a decision in the case.

In the decision of this case, the Source District Court considered various external and internal factors related to the lawsuit filed by the Plaintiff and the Defendant. External factors include evidence submitted by the parties, such as a price list agreement letter and note, payment agreement letter, and a certificate from the Geyongan Village kuwu. The legal arguments presented by the plaintiff's lawyer are also one of the important considerations. The court also considers the social and economic aspects related to the case, such as the appropriateness of payment and the economic implications of the decision to be taken. Internally, judges pay attention to the reading and interpretation of facts and arguments presented in the trial. The defendant's absence from the trial is also a factor influencing the verdict, as it can give the impression that the defendant does not have good efforts to resolve the dispute legally. Testimony from witnesses, such as Solikin and Ronawi, was also taken into consideration in the decision-making process. Taking all these factors into account, the Source District Court then rendered a ruling that it considered fair and lawful.

In the decision of the civil case number 30/Pdt.G/2022/PN Sbr in the Sumber District Court, there were special considerations that caused the application for a temporary auction of valuables belonging to the defendant to be rejected. This consideration includes several important points that identify a discrepancy between the description in the lawsuit and the evidence of the letter filed, especially related to the auction object in question.

Difference in Lawsuit Description and Evidence The first letter is related to the Location of the Collateral Object that in the lawsuit, the plaintiff mentioned that the land used as collateral was located in Geongan Village, Jatilawang Block, Arjawinangun District, Cirebon Regency. However, the evidence of the letter submitted by the plaintiff shows that the land is actually located in Kuniti Block and Sirangdu Block, not in Jatilawang Block. In addition, the land was registered in Subono's name, not in the name of Didi Junedi (Defendant).

Second, related to the Name of the Owner of the Collateral Object That There is a discrepancy in the name of the landowner. The evidence of the letters submitted (P-3 and P-4) shows that the land was registered in Subono's name, while in the suit, the land is said to belong to the Defendant. This discrepancy raises doubts about the ownership of the land in question as collateral.

The Evidence letter P-2 filed by the plaintiff shows that the agreement between the plaintiff and the defendant includes the sale of the defendant's land to pay off the debt. However, the agreement letter does not include an agreement regarding the interest of Rp1,250,000,000.00 demanded by the plaintiff in his lawsuit. This creates a discrepancy between the total amount demanded in the lawsuit and the basis of the existing agreement.

In Subekti's opinion, there are several sanctions that can be imposed on debtors who are negligent or in default. First, the debtor must pay for the losses suffered by the creditor, which is briefly called indemnity. Second, the agreement can be canceled or broken, which is also known as breaking the agreement. Third, there is a transfer of risk from creditors to debtors. Finally, if the case goes to court, the debtor must pay the costs of the case (R. Subekti, 2005). The explanation of the sanctions that can be imposed on debtors who are negligent or in default provides an overview of the implications that may be faced by parties who violate the agreement, including in the context of Decision Number 30/Pdt.G/2022/PN Sbr which discusses cases of default in the sale and purchase agreement for agricultural facilities.

Related to existing matters with subjective opinions. Firstly in this case, the damages claimed by the plaintiff should have been under the existing agreement. Because the letter of agreement does not include interest, a claim for interest of IDR 1,250,000,000.00 may not be considered a legitimate loss.

Second, If it is found that the defendant has violated the existing agreement, the plaintiff can request the cancellation of the agreement. However, this must be in accordance with the provisions in the agreement and applicable law.

Third, in this case, if the agreement does not include interest, the risk associated with the interest claim may have to be borne by the plaintiff because there is no clear basis for the agreement.

Thus, it is important to ensure that any lawsuit filed must be in accordance with existing agreements and based on clear evidence in order to be legally acceptable.

Based on the above discrepancy, the court ruled that the application for auction of collateral was not legally grounded to be granted. The main considerations are:

First, the discrepancy between the location of the land mentioned in the lawsuit and the evidence of the letter submitted, as well as the discrepancy in the name of the landowner, makes the legal basis for the auction application not strong.

Second, There is No Agreement Regarding Interest in the Proof of Letter That the plaintiff's claim mentions the interest to be paid by the defendant, but this is not stated in the evidence of the letter of mutual agreement (P-2). Therefore, a lawsuit for payment of such interest is considered groundless.

Third, Clarity of Items Auctioned That In the lawsuit, the plaintiff did not clearly describe the valuables belonging to the defendant that wanted to be used as collateral for the auction. This lack of clarity adds grounds for the court to reject the provisional auction application.

For the reasons set out, the application for a temporary auction of the defendant's valuables was declared unlawful and therefore rejected by the court.

Conclusion

Based on the description already explained, the author concludes that the legal basis used by the Source District Court in assessing default cases is Article 1238 of the Civil Code, which stipulates that default occurs if the debtor does not fulfill its obligations according to the agreement. The evidence used in this case includes relevant written

documents, such as letters of agreement and witness statements, submitted by the plaintiff to support his claim. The trial process and court decision demonstrate the importance of conformity between the lawsuit and the evidence presented in reaching a fair and lawful decision.

The Source District Court partially granted the plaintiff's claim because of a valid agreement violated by the defendant, supported by sufficient evidence and the defendant's absence from the trial. However, the application for auction of collateral was rejected due to a discrepancy between the description of the lawsuit and the evidence of the letter related to the location and ownership of the land and the absence of agreement related to interest in the evidence of the letter submitted. This shows the importance of conformity between the lawsuit and the evidence presented to reach a fair and lawful decision.

References

- Achmad Ali, S. H., & Wiwie Haryani, S. H. (2014). *Sosiologi Hukum: Kajian Empiris Terhadap Pengadilan*. Kencana.
- Ali, A., & Heriani, W. (2012). *Legal Principles Of Civil Evidence*. Jakarta: Kencana Prenada Media Group.
- Elza Syarif, S. H. (2021). *Praktik Peradilan Perdata: Teknis Dan Kiat Menangani Perkara Di Pengadilan*. Sinar Grafika (Bumi Aksara).
- Harahap, M. Y. (1986). *Segi-Segi Hukum Perjanjian, Cet. Kedua, Bandung: Alumni*.
- Harahap, M. Y. (2017). *Hukum Acara Perdata: Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, Dan Putusan Pengadilan*. Sinar Grafika.
- Kadir, M. A. (2000). *Hukum Perdata Indonesia, Bandung, Pt. Citra Aditya Bakti*.
- Kobis, F. (2017). Kekuatan Pembuktian Surat Menurut Hukum Acara Perdata. *Lex Crimen*, 6(5).
- Nisrin, L. (2022). *Analisis Yuridis Wanprestasi Dalam Perkara Utang Piutang (Studi Putusan Nomor: 6/Pdt. G/2021/Pn Gdt)*.
- Paendong, K. (2022). Kajian Yuridis Wanprestasi Dalam Perikatan Dan Perjanjian Ditinjau Dari Hukum Perdata. *Lex Privatum*, 10(3).
- Rahman, A. (2023). Analisis Putusan Hakim Perkara Nomor 178/Pdt. G/2022/Pn. Ptk. Terhadap Wanprestasi Dalam Perjanjian Kerjasama Penerbitan Sertifikat Tanah. *Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana*, 5(2), 12–21.
- Santoso, L. (2016). *Hukum Perikatan: Teori Hukum Dan Teknis Pembuatan Kontrak, Kerja Sama, Dan Bisnis*.
- Setiawan, I. K. O. (2021). *Hukum Perikatan*. Bumi Aksara.
- Subekti, R. (2005). *Hukum Perjanjian Cet. 21*. Jakarta: Internusa.
- Subekti, R. (2010). *Hukum Perjanjian, Cetakan Xi, Pt. Intermasa, Jakarta*.
- Subekti, V. A., & Marbun, R. (2023). Kajian Yuridis Penerapan Turut Tergugat Dalam Gugatan Wanprestasi Dan Sita Jaminan. *Syntax Literate; Jurnal Ilmiah Indonesia*, 8(5), 3928–3937.
- Sudjana, S. (2019). Akibat Hukum Wanprestasi Dan Tanggung Jawab Para Pihak Dalam Transaksi Anjak Piutang. *Veritas Et Justitia*, 5(2), 374–398.
- Syahrani, R., & Suryadi, B. (2024). Performance Evaluation Of The District Office In Daha West District, Hulu Sungai Selatan District. *International Journal Political, Law, And Social Science*, 5(1).
- Waluyadi. (2021). *Introduction To Legal Science In A Positive Legal Perspective*.
- Yahman, S. H. (2016). *Karakteristik Wanprestasi & Tindak Pidana Penipuan*. Prenada Media.
- Yahman, Y. (2020). *Batas Pembeda Wanprestasi & Penipuan Dalam Hubungan Kontraktual*.