



JLPH: Journal of Law, Politic and Humanities

<https://dinastires.org/JLPH> ✉ dinasti.info@gmail.com ☎ +62 811 7404 455

E-ISSN: 2962-2816
P-ISSN: 2747-1985

DOI: <https://doi.org/10.38035/jlph.v5i2>
<https://creativecommons.org/licenses/by/4.0/>

Analysis of the Judgment of the Judge in the Settlement of Default Agreement Debts (Case Study Decision Number 515/Pdt.G/2020/PN.Jkt.Sel)

Shafaa Alaadini Yuan¹, Gunawan Djajaputra².

¹Tarumanagara University, Jakarta, Indonesia, shafaa.205210228@stu.untar.ac.id.

²Tarumanagara University, Jakarta, Indonesia, gunawandjayaputra@gmail.com.

Corresponding Author: shafaa.205210228@stu.untar.ac.id¹

Abstract: Analysis of Judges' Considerations in Settling Defaults in Debt Agreement (Case Study of Decision Number 515/Pdt.G/2020/PN.Jkt.Sel) aims to examine how judges assess default cases and reflect relevant civil law principles. This research uses a normative legal method with a statutory approach. The results showed that in the decision, the judge considered the authentic deed of acknowledgment of debt made by the defendant as valid evidence of the agreement between the plaintiff and the defendant. Although the defendant acknowledged the debt, the judge found that the defendant did not fulfill its obligation to pay, which was considered a default. The judge also emphasized the importance of good faith in the execution of the agreement, asserting that the collateral in the form of land certificates provided by the defendant did not change the fact that the obligation had not been fulfilled. Finally, the judge granted the plaintiff's claim, affirming the protection of violated rights and demonstrating a commitment to upholding justice in the legal system. This decision reflects the application of fundamental civil law principles, emphasizing the importance of authentic deeds, the definition of default, and the need to comply with agreed obligations. Through careful analysis of evidence and enforcement of creditors' rights, this decision not only resolves the dispute but also educates the public on civil law, encouraging integrity and compliance in transactions.

Keyword: Judge's Consideration, Default, Civil Law Principles.

INTRODUCTION

In an era of globalization characterized by rapid technological advances, social and economic interactions between individuals and institutions are increasingly complex and dynamic. The development of this age brings significant changes in the way people transact and manage finances. In the midst of easy access to information and technology, people can now easily carry out financial transactions, including in the form of debt-receivable agreements. Various emerging digital platforms have made it easier for individuals and Micro, Small and medium enterprises (MSMEs) to apply for credit and loans. However, this ease also creates new

challenges, especially with regard to the fulfillment of obligations in agreements, which often lead to cases of default.

Default is a juridical terminology that refers to the non-compliance of a party to a contractual commitment that has been mutually agreed. In the realm of loan and loan agreements, this state of default can arise when the debtor fails to carry out installment payments according to a predetermined interval, or if other forms of violations occur that cause financial losses to the creditor. This phenomenon is increasingly common as the number of debt-to-debt agreements increases, both conventionally and through digital platforms. Economic uncertainty, which often haunts the community, is also a driving factor in default, where debtors are unable to meet their obligations due to income fluctuations or economic crises.

In the Indonesian Legal System, Default not only affects the relationship between debtors and creditors, but also reflects the public's trust in financial institutions. When a default occurs, the injured party has the right to file a lawsuit with the court to demand fulfillment of Obligations or compensation. This dispute resolution process requires a deep understanding of civil law and court procedures, so that both parties can obtain justice. Therefore, the analysis of court decisions related to default is important to provide a clearer picture of how the law regulates this issue and how judges consider the evidence and arguments of each party.

One of the decisions reflecting the dynamics that occur in the settlement of default disputes in the modern era is in decision number 5515/Pdt.G/2020/Pn.Jkt.Sel., the judge establishes various legal considerations that are the basis for deciding the case. The judge not only considers the facts revealed during the trial, but also conducts an analysis of the relevant legal aspects. The decision taken by the judge in this case illustrates how the judicial system seeks to provide justice for the injured party, while maintaining the integrity of the applicable law. In addition, this ruling also shows the importance of fulfilling obligations in debt-to-debt agreements and the consequences that can arise if these obligations are not fulfilled.

Settlement of default disputes not only involves legal aspects, but also has implications for social and economic relations between parties. When one party fails to meet obligations, the relationship between the debtor and the creditor can be disrupted, potentially even damaging the reputation and credibility of each party in society. In this case, a mediation or negotiation approach can be an effective alternative before taking the case to court. By going through mediation, both parties have the opportunity to dialogue and seek mutually beneficial solutions, so as to maintain a good relationship and avoid prolonged conflicts.

In this context, the importance of legal education for society becomes very real. With a good understanding of the rights and obligations in debt-to-debt agreements, people are expected to be wiser in conducting financial transactions. This increase in legal awareness can contribute to a reduction in cases of default occurring in the community. In addition, financial institutions also need to increase transparency and provide clear information to customers about the terms and conditions of the agreement, so that customers can understand the risks involved and make the right decisions.

The government also has an important role in creating a conducive business climate and providing legal protection for all parties involved in debt agreements. Through clear regulations and an efficient justice system, it is hoped that default disputes can be resolved quickly and fairly. The application of technology in the judicial system can also help speed up the legal process and increase accountability, so that people can have more confidence in the existing legal system. In addition, collaboration between government agencies, financial institutions, and civil society is essential to build legal awareness and prevent default.

So in fact, the phenomenon of default in debt-receivable agreements is a complex and multidimensional problem, which requires attention from various parties. The rapid development of the Times brings its own challenges in managing legal obligations, especially in the midst of social and economic changes that occur. Therefore, the analysis of legal

decisions related to default, such as decision number 515/Pdt.G/2020/Pn.Jkt.Sel, it becomes crucial to understand how the law can serve as a tool to resolve disputes and provide justice. Through a better understanding of these aspects, it is hoped that society can be better prepared to face the risks associated with debt-to-debt agreements and contribute to the creation of a more stable and sustainable economic order.

Formulation Of The Problem:

1. What are the legal grounds considered by the judge in determining a decision related to default on debt-receivable agreements in case number 515/Pdt.G/2020/Pn.Jkt.Sel
2. How does the consideration of the judge in the decision reflect the principles of civil law regarding tort?

METHOD

This study applies normative juridical method with regulative approach. Based on the view of Peter Mahmud Marzuki, normative law study is a procedure to trace legal norms, juridical principles, and legal doctrines in order to provide solutions to legal problems that are being faced. This research is conducted through the utilization of literature (secondary sources) or often referred to as literature law studies, which basically focuses on investigating the principles of law, analysis of legal structure, assessment of legal harmonization, exploration of the history of legal development, and legal comparison between various juridical systems.

RESULTS AND DISCUSSION

Legal Considerations Used By Judges In Deciding Cases Of Default Of Debt-Receiveable Agreements On Decision Number 515/Pdt.G/2020/Pn.Jkt.Sel

In Decision No. 515/Pdt.G/2020/Pn.Jkt.Sel., the panel of judges outlined in-depth legal considerations related to default disputes within the scope of debt-receivable contracts. The consideration includes a substantial analysis of the confession and the absence of a refutation from the defendant of the existence of an engagement made in the presence of witnesses. On Tuesday, May 15, 2018, a debt recognition agreement was agreed which was recognized by both parties. This indicates a good intention to fulfill the agreement that has been made and also indicates a clear agreement between the parties. The judge considered this as a solid basis for stating that the recognition of the debt was indeed valid and legally accountable.

Furthermore, the judge considered that the contents of the debt recognition deed dated May 15, 2018 included important information regarding the amount of money borrowed by the defendant, which amounted to Rp 4,000,000,000, - for a period of four months. The judge observed that the agreement was recognized by the defendant, and as such, this is evidence that the defendant has received the funds in question. Interestingly, this deed also serves as a legitimate sign of acceptance, which further strengthens the position of the plaintiff. In the presence of this evidence, the judge considers that the plaintiff has presented sufficient evidence regarding the defendant's obligations in the agreement concluded.

The judge also underlined the importance of the guarantees provided by the defendant to ensure the performance of his obligations. In this case, the defendant submits a certificate of title to a land plot as security, as well as gives a power of attorney to impose a mortgage on the plaintiff. With this step, the defendant shows a commitment to fulfill the obligation to pay the debt. The judge noticed that the existence of this guarantee is an important element that must be taken into account in assessing whether the defendant really intends to fulfill his obligations or not. This shows that the agreement is not only one-sided, but there is an attempt by the defendant to provide legal certainty for the plaintiff.

However, despite the recognition by the defendant of the amount of the debt, the facts of the trial indicate that there was non-compliance with the obligations provided for in the agreement.

The plaintiff alleged that the defendant had not paid his debt, so it was considered that he had committed a default. In this case, the judge again referred to the provisions of the law governing default, as provided for in Article 1243 of the Civil Code. In this explanation, the judge explained that defaults can occur in several forms, including not executing the agreement, executing in part, or executing but not on time. By explaining this, the judge shows seriousness in assessing the context of the default that occurred between the plaintiff and the defendant.

Through a search of the evidence submitted by both parties, the judge found that the plaintiff had submitted several strong pieces of evidence to support his lawsuit. Among them is proof of transfer showing that the defendant has received the loan. The judge also takes into account the testimony of witnesses presented by the plaintiff, which corroborates the existence of an agreement between the two parties. In this case, the judge plays an important role in objectively evaluating the evidence, in order to determine the correctness of the statements submitted by each of the parties.

In handing down the verdict on this default case, the judge considered the plaintiff's application regarding the requested damages. The plaintiff asks for compensation for losses suffered as a result of the defendant's non-compliance with fulfilling his obligations. The plaintiff filed a claim for a certain amount of money and interest on a bank loan payable, as well as immaterial losses. The judge must ensure that these claims are supported by valid and accountable evidence, so that the rights of the plaintiff remain protected. Therefore, the judge conducts a thorough analysis of each petition filed by the plaintiff to ensure justice.

Accordingly, the judge also examined the position of the defendant who claimed to have made a payment of Rp 720,035,000 to the plaintiff. In this case, the judge must carefully consider whether the amount really reflects the repayment of existing debts or whether only a small part of the total debt should be paid. For this reason, the proof of payment submitted by the defendant must also be examined in detail, as well as linked to previously agreed documents. This creates a challenge for the judge to evaluate the balance between the evidence presented by the plaintiff and the defendant.

Based on the facts revealed, the judge in his judgment emphasizes the importance of good faith in the execution of the contract, as provided for in Article 1338 of the Civil Code. This principle is crucial because in an agreement, each party is expected to carry out the agreement as stipulated without harming the other party. The judge considers whether the defendant's actions in carrying out his obligations are in accordance with the principle of good faith or vice versa. This consideration is important to ensure that the outcome of the trial is based not only on documents and physical evidence, but also on the moral and ethical aspects of carrying out the agreement.

When considering the petitions of the plaintiff requesting ratification of the deed of recognition of debt and its Addendum, the judge conducts a review under Article 1320 of the Civil Code of the terms of validity of an agreement. The panel of judges identified that the agreement met all the necessary conditions, such as the existence of an agreement between the parties, the legal capacity to make the engagement, a clear object of the agreement, and lawful grounds. That way, the judge believes that the deed is valid and binding on both parties. This decision is an important step in ensuring that the agreements that have been concluded have legal force that can be recognized.

The panel of judges then referred to Article 1868 of the Civil Code which states that authentic deeds have the strength of perfect evidence. In this case, the deed of recognition of debt drawn up before a notary can be considered valid and irrefutable evidence. By recognizing the power of the deed, the judge showed a firm attitude towards the importance of authentic deeds in the Indonesian legal system. This is part of the guarantee of protection for the parties involved in the agreement, as well as providing legal certainty.

The consideration of the judge in this decision already reflects the balance between compliance with the law and the protection of the rights of the parties involved. Through careful analysis, the judge not only considers the existing legal facts, but also the values of justice that must be upheld. In this case, the decision taken by the judge is expected to provide a deterrent effect for the defendant and become an example for other parties to be more obedient to the agreement that has been agreed. This decision also reflects the role of judges as law enforcers who not only focus on the application of the law, but also on the achievement of broader Justice.

The legal considerations used by judges reflect the basic principles in civil law, mainly related to defaults in debt-receivable agreements. One of its important aspects is the legal recognition of the engagement that has taken place between the plaintiff and the defendant. In this case, the judge affirmed that the recognition of the debt set forth in the authentic deed provides a solid basis for the recognition. The presence of witnesses and the legalization of the authorities further strengthened the position of the plaintiff in claiming his rights.

One of the essential considerations in decision number 515/Pdt.G/2020/Pn.Jkt.Sel. it is an affirmation that the debt recognition document prepared before a notary official has authentic proof value and is imperative for the parties who are bound. This is in line with the provisions of Article 1868 of the Civil Code which confirms that authentic deeds have higher legal force than deeds made unofficially. Thus, the judge has the right to consider the agreement valid and binding on both parties. This shows the importance of procedures and formalities in the creation of an agreement in order to be accountable before the law.

Next, the judge analyzes the evidence presented by the plaintiff and defendant. In this case, the judge indicates that the plaintiff has proved the existence of a debt that has not been repaid by the defendant. The evidence of the transfer of funds included in the proceedings provides clarity regarding the agreed amount of debt, as well as recognition from the defendant of the receipt of these funds. Taking into account these evidence, the judge may draw the conclusion that there has been a default, given that the defendant did not perform his obligations to repay the debt.

Refers to the definition of default in accordance with Article 1243 of the Civil Code which covers various possibilities of default, ranging from not executing the agreement at all, executing but not on time, to performing actions prohibited in the agreement. This gives a clear idea of the limits of default and its consequences, so that the parties can better understand their responsibilities in the concluded agreement. So the panel of judges emphasized the importance of good faith in the implementation of the agreement, in accordance with the provisions of Article 1338 of the Civil Code, which indicates that in addition to a formal agreement, the attitude and goodwill of both parties also largely determine the successful implementation of the agreement. It is intended to encourage the parties involved in the agreement to maintain trust and commitment to each other, so that disputes can be avoided in the future.

A look at the judge's decision to grant the plaintiff's lawsuit substantially demonstrates the commitment of the judicial system to protecting the rights of creditors. It reflects the principle of fairness in the settlement of debt-to-debt disputes, in which the injured party is entitled to compensation and fair settlement. Thus, this ruling plays a role not only in law enforcement, but also as a signal for the debtor to increase accountability in fulfilling the agreed financial obligations. So the judge's consideration in this decision illustrates how the judge tries to put forward the principles of justice, legal certainty, and good faith in every aspect of the implementation of the agreement. By affirming the importance of authentic deeds, clear evidence, and good faith, judges not only provide solutions to cases at hand, but also convey important messages about responsibility in transactions. This is part of an effort to create a better and fair legal climate for all parties involved.

In Indonesian law, the agreement set forth in the authentic deed not only provides guarantees for creditors, but also creates strong legal certainty for both parties. The use of an authentic

deed drawn up before a notary provides a solid legal basis, on which the court can directly recognize the correctness of the content of the deed. In this case, the recognition of the debt through an authentic deed is the main key used by the judge to assess the existence of an engagement between the plaintiff and the defendant and to convince the court of the validity of the claim submitted by the plaintiff.

In addition to evidence of an authentic deed, the judge also emphasizes the presence of witnesses and evidence of the transfer of funds, which strengthens the position of the plaintiff as a party that has fulfilled its obligations in providing a loan. The judge showed rigor in analyzing the set of evidence presented by the plaintiff. In civil law, witnesses have an important role in proving those events that cannot be directly recognized through documents. Thus, the decision of the judge in considering the testimony is a precautionary form of ascertaining the correctness of the relevant events in the case. This step shows that the judge not only relies solely on written documents, but also takes into account all aspects that can clarify the truth.

The judge carefully considers the evidence presented by the defendant, who claims to have paid part of the debt. The judge assesses the importance of an in-depth evaluation of the amount of payment proposed by the defendant and whether the payment covers the entire range of obligations stipulated in the agreement. Thus, the judge can determine whether the payment is merely an attempt to demonstrate good faith, or as a legitimate form of repayment. This process gives the impression that the judge objectively considers every argument from both sides without taking sides, as well as providing a fair opportunity for the defendant to prove his claims.

In affirming the default, the judge referred to Article 1243 of the Civil Code, which regulates the provisions regarding default. This article explains that default can include the inability or unwillingness to execute the agreement, and this serves as the basis for the judge to assess whether the defendant has really neglected his obligations. Thus, the judge ensures that any act committed by the defendant can be judged on the basis of the provisions of the applicable law. This shows that the judgment rendered not only takes into account the practical aspects of the agreement, but is also consistent with existing legal provisions, thus ensuring justice for the party that feels aggrieved.

On the other hand, the emphasis on the principle of good faith in the implementation of agreements in accordance with Article 1338 of the Civil Code gives an important message that in any agreement, both parties are not only legally but also morally bound. The judge in this ruling emphasized the importance of maintaining good faith in carrying out the agreement. This illustrates that in civil disputes, judges seek to provide a moral message that intentional acts of tort can harm others and ignore the principle of Justice. This assertion is not only theoretical but also has practical implications for creating a more conducive legal environment. By granting the plaintiff's request, this ruling sets a precedent that reminds debtors of the importance of responsibility in maintaining their financial commitments. This is important for the banking and financing system in Indonesia, because it provides assurance to creditors that their rights will be protected if the debtor fails to meet its obligations. On the other hand, this ruling is also a warning to parties who seek to deliberately violate the agreement, that the legal system will ensure protection for the injured party.

Reflection of the principles of civil law regarding default in the consideration of the judge decision number 515/Pdt.G/2020/Pn.Jkt.Sel

On decision number 515/Pdt.G/2020/Pn.Jkt.Sel., it can be seen that various principles of civil jurisprudence are implemented in the analysis of judges, especially related to violations of achievement (default). These principles include recognition of a valid engagement, authentic deed as strong evidence, definition of default, and good faith in the execution of the agreement.

Each of these principles has an important role in forming the legal basis on which the judge's decision is based in resolving disputes between the plaintiff and the defendant.

An important first principle is the recognition of a valid alliance. In civil law, a valid engagement must meet the conditions established in Article 1320 of the Civil Code, namely the existence of an agreement, the competence of the parties, a clear object and a lawful cause. In this context, the judge considers that the agreement between the plaintiff and the defendant meets these conditions. Acknowledgment of debt as outlined in the authentic deed is proof that both parties have agreed on the amount and terms of debt repayment. This confirms the importance of formalities in the creation of an agreement in order to be accountable before the law.

Furthermore, the judge put forward the authentic deed as strong and binding evidence. Article 1868 of the Civil Code states that the authentic deed has a higher legal force than the deed under hand. In the decision, the judge observed that the deed of recognition of debt drawn up before a notary not only has validity, but also provides a guarantee of legal certainty for the plaintiff. With reference to this provision, the judge points out that the recognition of the debt indicated in the deed can serve as a solid legal basis for claiming the rights of the plaintiff.

The definition of default is also one of the principles emphasized in this ruling. Article 1243 of the Civil Code defines default as non-performance of obligations under the agreement. In its consideration, the judge explained the various forms of default, including non-compliance in fulfilling the agreed obligations. This explanation not only clarifies the legal standing of the defendant's actions, but also provides a broader understanding for the parties involved regarding the consequences of default in the agreement they made.

Then the panel of judges also emphasized the importance of good faith in the implementation of the agreement, in accordance with Article 1338 of the Civil Code. Good faith becomes the moral foundation in carrying out the agreement, where each party is expected to carry out its obligations sincerely and honestly. In this case of default, the judge considered that the actions of the defendant who did not carry out his obligation to pay the debt showed a lack of good faith. This evokes an awareness of the responsibility inherent in each party to the agreement, so that the established legal relationship can work properly.

Analysis of the submitted evidence is also an important part of the consideration of the judge. In this case, the judge observed that the plaintiff had provided evidence of the transfer of funds indicating the existence of a debt that had not been repaid by the defendant. The existence of this evidence is very significant because it corroborates the plaintiff's claims and shows that there has been a default. By carefully analyzing the evidence, judges can make decisions that are based on the facts, not just assumptions or personal opinions.

The principle of Civil Law used in the consideration of judges in this decision already reflects fairness in dispute resolution. By granting the plaintiff's lawsuit, the judge not only enforces the rights of creditors, but also shows that the legal system serves to protect the injured party. This is in line with legal principles that prioritize the protection of weaker parties in legal relationships, such as creditors in the case of debts. Thus, this decision serves as law enforcement and justice for all parties involved.

In its consideration, the Civil Law principles of law used by judges indicate that each party must understand and respect the obligations they have agreed to. This has implications for people's behavior in conducting business transactions, where the importance of clarity and compliance with agreements cannot be ignored. Thus, this ruling provides valuable lessons for the community about the importance of integrity in doing business.

One thing to note is the judge's affirmation regarding the procedures and formalities in making the agreement. By underlining the importance of the authentic deed, the judge emphasized that the correct legal procedures must be followed to ensure that the agreements made can be

accounted for. This creates the necessary legal certainty in every transaction, so that the parties involved feel protected and assured of their rights.

Furthermore, this judge's decision also shows that the judicial system serves not only to resolve disputes, but also to educate the public regarding the principles of applicable law. Through a comprehensive explanation of default and its consequences, judges contribute to providing a better understanding of civil law to the public. This is important so that people can act more wisely in exercising their rights and obligations under the agreement.

The principles of justice, legal certainty, and good faith stated in this decision as a whole build a strong legal framework in dispute resolution. By putting forward these principles, the judge not only resolves the case at hand but also invites the public to better understand the importance of upholding the values of justice and compliance with the law. This is part of an effort to create a better and fair legal climate in society.

Then the judge's decision serves not only as the resolution of a single case, but also as a mirror of the judicial system's commitment to applying the law consistently and fairly. By upholding the principles of civil law regarding tort, judges demonstrate that justice can be established through a transparent and objective legal process. It is the hope for all parties to believe in the integrity and fairness of the justice system.

The principles of Civil Law used in this decision reflect the application of civil law principles that are very important in resolving the problem of default. By recognizing and applying these principles, judges make a meaningful contribution to the development of civil law in Indonesia. In the face of ever-evolving legal challenges, it is important that legal practitioners and the public continue to learn and understand the legal values underlying every Agreement and transaction they enter into. This will encourage the creation of a more law-conscious and responsible society in their every action.

In Decision No. 515/Pdt.G/2020/Pn.Jkt.Sel., it appears that the aspect of Juridical legitimacy in the conflict of receivables clearly outlines the legal role of each party involved in the agreement, especially regarding the rights and responsibilities of each party specifically. In this case, the creditor, as a party entitled to receive payments, has a position protected by law. On the contrary, debtors who fail to carry out the obligation to pay off the debt are in a bound position to provide fulfillment or compensation according to the conditions stipulated in the agreement. Through this decision, it is seen that the judge pays attention to the role of the law that protects the rights of creditors, and confirms the position of creditors in the event of default. Considerations regarding the use of authentic deed evidence in this case indicate that the court encourages the use of official documents in significant financial transactions. The authentic deed provides stronger legal certainty than the deed under hand because the authentic deed is made by an authorized official, namely a notary, so it has a higher strength of proof. This reduces the potential for disputes on the basis of the validity of the transaction because the evidence is already officially documented. The judge in this ruling seemed to give an important message that in large financial transactions, using authentic deeds is a preventive measure to minimize legal disputes in the future.

In reinforcing this decision, the judge also pointed out that the default has several forms that could be the basis for a claim on the part of the creditor. For example, a default may be a delay in payment, non-compliance of the payment with the agreement, or even a complete failure to fulfill obligations. The approach used by judges to identify the form of default provides useful clarification, especially for the general public to understand that default is not only a total violation, but can also be in the form of a partial violation of the terms of the contract.

The principle of substantive justice is also very clearly reflected in this ruling, in which the judge seeks to balance the rights and obligations of the parties to the agreement. Through thorough consideration, the judge ensures that the decision taken is not only based on formalistic procedures, but also takes into account substantive justice, that is, that the injured

party has the right to obtain fulfillment or compensation from the party that does not carry out the obligation properly. Substantive justice is important because it reflects the function of law as a tool to achieve justice for all parties involved.

This ruling also provides an important lesson on the importance of good communication in debt dispute resolution. With a formal settlement mechanism through the court, both parties can see that their problems are arranged in a structured legal framework. Poor communication between debtors and creditors is often one of the triggers for default. Therefore, this ruling is a reminder that in addition to the legal aspect, effective communication is a key component in maintaining good legal relations between the parties.

Finally, the implications of this decision are expected to encourage people to be wiser in understanding and complying with every agreement they have agreed to. The judge's ruling emphasized the importance of good faith in carrying out the agreement, a principle that is not only relevant in business relationships but also in all aspects of life. The application of good faith fosters trust and certainty in legal relations, which ultimately plays a major role in creating stability and public confidence in the civil law system in Indonesia.

CONCLUSION

In Decision No. 515/Pdt.G/2020/PN.Jkt.Sel., the panel of judges affirmed that the authentic document in the form of a deed of acknowledgment of debt made by the defendant has a position as valid evidence, which confirms the existence of an alliance between the plaintiff and the defendant. Although the defendant recognized the amount of the debt, the judge found that the defendant did not fulfill his obligation to pay, which is considered a default. The judge also emphasized the importance of good faith in the execution of the agreement, and although the defendant provided a guarantee in the form of a land certificate, it did not change the fact that the obligation had not been implemented. Finally, the judge granted the plaintiff's lawsuit, affirming the protection of violated rights and demonstrating a commitment to establishing justice in the legal system.

The judgment reflects the application of fundamental civil law principles, especially regarding tort, taking into account the recognition of the engagement as valid, the force of the authentic deed, the definition of tort, and the importance of good faith in the execution of the agreement. The judge emphasized that all parties must comply with the agreed obligations, as well as stressed the need for formalities in the conclusion of the agreement. Through careful analysis of evidence and enforcement of creditors' rights, these decisions not only resolve disputes but also educate the public about civil law, thereby encouraging integrity and compliance in transacting.

Preferably, the parties to the agreement pay more attention to aspects of transparency and clarity in the preparation of the contract, including including clear provisions on sanctions and consequences in case of default. In addition, it is important to ensure the presence of strong documentary evidence, such as an authentic deed, in order to protect the rights of each party. Efforts to increase legal awareness and good faith in the implementation of agreements also need to be encouraged, so that legal relations can run well and reduce the potential for future disputes.

REFERENCE

- Achmad, A., & Wiwie, H. (2004). *Sosiologi Hukum: Kajian Empiris Terhadap Pengadilan*. Jakarta: Badan Penerbit IBLAM.
- Aura Intiyaz Qatrunnada Giatmokoputri, "Bentuk Penyelesaian yang Tepat Terkait Wanprestasi Developer atas Bangunan Pre Project Selling," *Jurnal Kertha Semaya*, Vol. 12, No. 9, 2024, pp. 2107-2126, Fakultas Hukum, Universitas Pembangunan Nasional Veteran Jakarta.

- Ngafifi, M. (2014). Kemajuan Teknologi dan Pola Hidup Manusia dalam Perspektif Sosial Budaya. *Jurnal Pembangunan Pendidikan: Fondasi dan Aplikasi*, 2(1).
- Nurmayda, S. (2024). Pertanggung Jawaban Perdata bagi debitor yang wanprestasi di atas perjanjian kredit modal usaha di bank konvensional (Studi kasus putusan perkara No. 24/Pdt.G.S/2020/PN Mdn). Skripsi, Fakultas Hukum, Universitas Medan Area.
- Pengadilan Negeri Kisaran. (n.d.). Mediasi. Diambil pada 18 Oktober 2024, dari <https://www.pn-kisaran.go.id/2015-06-06-01-33-28/2015-06-22-15-03-59/materi-mediiasi.html>
- Riyanto, B., & Sekartaji, H. T. (2019). Pemberdayaan Gugatan Sederhana Perkara Perdata guna Mewujudkan Penyelenggaraan Peradilan Berdasarkan Asas Sederhana, Cepat, dan Biaya Ringan. *Masalah-masalah Hukum*, 48(1), 98–110.
- Soekanto, S., & Mamuji, S. (2013). *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Jakarta: Raja Grafindo Persada.
- Sutahar. (2024). Penyesuaian Utang-piutang melalui Gugatan Sederhana sebagai Implementasi Azas Peradilan Sederhana Cepat dan Biaya Ringan. *Journal Syntax Idea*, 6(1). p-ISSN: 2723-4339, e-ISSN: 2548-1398.
- Tim Hukumonline. (n.d.). Pengertian Wanprestasi, Akibat, dan Penyelesaiannya. Hukumonline. Diambil dari <https://www.hukumonline.com/berita/a/unsur-dan-cara-menyelesaikan-wanprestasi-lt62174878376c7/>
- Tiodor, P. C. (2023). Pembuktian Wanprestasi Perjanjian Utang-piutang secara Lisan. *Jurnal Krisna Law*, 5(1), 27. Fakultas Hukum Universitas Krisnadwipayana.
- Yoliandri Nur Sharky. (2024). Akibat Hukum terjadinya Wanprestasi dalam Perjanjian Kerja Tanpa Adanya Jaminan. *Journal Syntax Idea*, 6(4), 9825. <https://doi.org/10.31933/unesrev.v6i2>
- Yunanto, "Menerjemahkan Keadilan dalam Putusan Hakim," *Jurnal Hukum Progresif*, Vol. 7, No. 2, Oktober 2019.