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Judicial Assessment of Breach in Financing Agreements under Indonesian Contract Law

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Original Article

Abstract

This study examines legal protection in investment financing defaults through the South Jakarta District Court Decision No. 1216/Pdt.G/2024/PN Jkt.Sel. The dispute arose when the debtor, CV Niaga Traktor Utama, failed to fulfill installment obligations to PT Woori Finance Indonesia Tbk. Using a normative legal method with qualitative analysis, this research reviews primary and secondary legal sources. The findings show that creditor protection operates preventively through prudential assessment, collateral binding, and protective contractual clauses, and repressively through default claims and collateral execution. The debtor's liability is grounded in fault-based responsibility, requiring compensation, surrender of collateral, and payment of litigation costs when obligations are unmet without justification. The decision reinforces *pacta sunt servanda* by upholding creditor rights while ensuring fairness and proportionality.

Keywords: *Legal Protection, Default, Financing Agreement*

Abstrak

Penelitian ini mengkaji perlindungan hukum dalam kasus wanprestasi perjanjian pembiayaan investasi melalui Putusan Pengadilan Negeri Jakarta Selatan No. 1216/Pdt.G/2024/PN Jkt.Sel. Sengketa muncul ketika CV Niaga Traktor Utama sebagai debitur tidak memenuhi kewajiban angsuran kepada PT Woori Finance Indonesia Tbk. Dengan metode penelitian hukum normatif dan analisis kualitatif, penelitian ini menelaah sumber hukum primer dan sekunder. Hasil penelitian menunjukkan bahwa perlindungan hukum bagi kreditur mencakup aspek preventif melalui prinsip kehati-hatian, pengikatan jaminan, dan klausul perlindungan, serta aspek represif melalui gugatan wanprestasi dan eksekusi jaminan. Pertanggungjawaban debitur didasarkan pada prinsip kesalahan, sehingga debitur wajib menanggung ganti rugi, penyerahan objek jaminan, dan biaya perkara apabila tidak memenuhi kewajiban tanpa alasan sah. Putusan ini menegaskan asas *pacta sunt servanda* dengan melindungi hak kreditur secara proporsional dan berkeadilan.

Kata kunci: *Perlindungan Hukum, Wanprestasi, Perjanjian Pembiayaan*

1. INTRODUCTION

The development of the modern economy has driven the transformation of financing systems into a vital instrument in supporting a country's economic growth. Financing is no longer merely a mechanism for providing funds, but has evolved into a complex system involving various legal, economic, and social aspects. In the context of Indonesia, the presence of financing institutions plays a strategic role in driving the real sector, encouraging public consumption, and facilitating access to capital for business actors.¹ This transformation requires a comprehensive legal framework to regulate the relationships between parties involved in financing transactions, thereby creating legal certainty and balanced protection for all parties. A financing agreement is a form of contract that plays a central role in the modern economy because it connects fund providers (finance companies, banks, financial institutions) with parties in need of capital for consumption or production. This agreement not only regulates the rights and obligations of the parties but also positions financing as an instrument that affects market liquidity and public access to capital goods.²

The legal basis for financing agreements in Indonesia is multidimensional, encompassing general civil law provisions, financial sector regulations, and Islamic legal principles for Islamic financial institutions. The Civil Code (KUHPerdata), as the general law (*lex generalis*), regulates fundamental contract principles in Article 1320 on the requirements for a valid agreement, Article 1338 on the principle of freedom of contract, and Article 1365 on unlawful acts.³ Meanwhile, specific regulations such as Law Number 10 of 1998 concerning Banking, Financial Services Authority Regulations (POJK), and Law Number 21 of 2008 concerning Islamic Banking serve as the *lex specialis* governing the technical and operational aspects of financing. Harmonization among these various legal instruments presents its own challenges in the practice of financing law in Indonesia. The classification of financing agreements is very diverse, depending from the perspective and the criteria used. Based on the source of funding, financing can be distinguished into bank financing and non-bank or multifinance financing. From the aspect of the financing object, there is consumer financing to meet consumer needs and productive financing for business activities. Viewed from the distribution mechanism, there is direct financing and indirect financing.⁴ In the context of Islamic financial institutions, financing is classified based on the contract used, such

¹ Rachmadi Usman, *Aspek-Aspek Hukum Perbankan di Indonesia* (Jakarta: PT. Gramedia Pustaka Utama, 2003), hal. 35.

² Ismamudi, Nani Hartati, dan Sakum, "Peran Bank Lembaga Keuangan dalam Pengembangan Ekonomi: Tinjauan Literatur," *Jurnal Akuntansi Negara* 1, no. 2 (2023): 35–44, <https://doi.org/10.59837/jan.v1i2.10>.

³ Mustofa Abdul Basir et al., "Legal Consequences And Responsibility of Wa'ad Bonding Power to Sharia Compliance in Akad Al-Ijarah al-Muntahiyah Bi al-Tamlik," *Media Syariah Wabana Kajian Hukum Islam dan Pranata Sosial* 24, no. 1 (2022): 95–111, <https://doi.org/10.22373/jms.v24i1.10758>.

⁴ Adrian Sutedi, *Hukum Perbankan: Suatu Tinjauan Pencucian Uang, Merger, Likuidasi, dan Kepailitan* (Jakarta: Sinar Grafika, 2023), hal. 102-105.

a sale and purchase, profit-sharing, capital partnership, leasing, and various other Sharia schemes that have different characteristics and legal implications.⁵

The principles of contract law serve as the philosophical foundation underlying the formation and execution of financing agreements. Freedom of contract provides parties with the liberty to determine the contents of the agreement, as long as it does not conflict with the law, morality, and public order. The principle of consensualism emphasizes that a contract comes into existence at the moment consensus is reached between the parties. The principle of *pacta sunt servanda* signifies that an agreement binds the parties in the same way that law binds those who create it.⁶ In addition, the principles of good faith, balance, and legal certainty also serve as fundamental principles that must be considered in every financing agreement to ensure fairness and proportional legal protection. Essential elements in a financing agreement include the parties (legal subjects), the object of the financing, the financing amount, the term, the interest rate or profit margin, the payment mechanism, collateral or guarantees, as well as other special clauses.

The identification of the parties must be clear and meet the subjective requirements of the agreement, namely being legally competent and giving consent freely without coercion, mistake, or fraud. The financing object must meet the objective requirements, namely being lawful and not prohibited by laws and regulations. The determination of interest rates or margins must take into account the principles of fairness and non-exploitation, considering the provisions regarding the prohibition of usury or interest that burdens consumers.⁷ Collateral clauses are a crucial aspect that provides protection for the financier in the event of default. The dispute resolution mechanism for financing agreements can be pursued through litigation (courts) or non-litigation (out-of-court) channels.⁸ Settlement through the courts follows the applicable civil procedural law, taking into account the absolute and relative jurisdiction of the court.

Despite the comprehensive regulatory framework governing financing agreements in Indonesia, disputes arising from breach of financing obligations continue to appear in judicial practice. This indicates that the legal norms underpinning financing contracts do not always operate effectively in ensuring compliance or balancing the interests of financiers and debtors. In many cases, disagreements center on issues of

⁵ Ahmad Asif Sardari dan Asfar Rinaldy, "Perbandingan Konseptual dan Praktis Antara Akad Musyarakah dan Mudharabah dalam Pembiayaan Syariah: Telaah Risiko dan Nilai Keadilan," *Maqri'zi: Journal of Economics and Islamic Economics* 5, no. 1 (2025): 75–95, <https://doi.org/10.30984/maqrizi.v5i1.1506>.

⁶ Munir Fuady, *Hukum Kontrak: Dari Sudut Pandang Hukum Bisnis* (Bandung: Citra Aditya Bakti, 2020), hal. 35-42.

⁷ Susi Sopiani et al., "Implikasi Hukum Ketidakterpenuhan Syarat Subjektif Dalam Pasal 1320 Kitab Undang-Undang Hukum Perdata Terhadap Keabsahan Perjanjian," *Letterlijk* 1, no. 2 (2024): 169–82, <https://journal.fhukum.uniku.ac.id/letterlijk/article/view/109>.

⁸ Chandera Halim dan Vincentius Patria Setyawan, "Legal Protection for Creditors in Increasing Satisfaction in Credit Agreements with Liens as Collateral," *Santhet: Jurnal Sejarah, Pendidikan dan Humaniora* 8, no. 2 (2024): 2028–20237, <https://doi.org/10.36526/santhet.v8i2.4547>.

contractual interpretation, the validity of standard clauses, the proportionality of interest or margin provisions, and the enforcement of collateral. These recurring disputes reveal a persistent gap between the normative structure of financing law and its practical implementation, particularly when parties fail to fulfill contractual obligations.

The complexity of financing arrangements also creates challenges when a breach occurs, as courts must assess not only the written terms of the agreement but also the adherence to fundamental contract principles such as good faith, fairness, and legal certainty. Judicial decisions in breach of financing agreements therefore become an important reference for evaluating how courts interpret contractual obligations and apply both general and sector-specific regulatory standards. This is especially relevant where financing institutions rely heavily on standard form contracts, which may raise concerns regarding bargaining power, transparency, and the substantive fairness of clauses imposed on consumers or business actors.⁹

District Court Decision No. 1216/Pdt.G/2024/PN Jkt.Sel serves as an illustrative example of how Indonesian courts address allegations of default in financing agreements. The case highlights the practical implications of contractual clauses related to payment obligations, collateral enforcement, and default sanctions, as well as the court's role in ensuring that contractual provisions align with the overarching principles of contract law. Analyzing this decision provides a clearer understanding of the judicial approach to resolving disputes in the financing sector and offers insight into whether the current legal framework adequately protects the interests of both creditors and debtors. This forms the basis for a deeper examination of the legal reasoning used by the court and its alignment with the principles governing financing agreements in Indonesia.

2. RESEARCH METHODOLOGY

The type of research used in this study is normative research. Normative research refers to studies related to legislation, legal principles, legal theory, legal doctrines, documents, as well as doctrines or expert opinions. The nature of the research in this writing is descriptive research, which aims to describe events and regulations related to the legal theory that serves as the subject of the study. According to Amiruddin and Zainal Asikin, descriptive research aims to provide data being studied about conditions, humans, or other phenomena.¹⁰ In the context of law, this means describing and explaining the contents of applicable legal norms. The type of data in this research

⁹ Yuyut Prayuti et al., *Menjawab Kompleksitas Hukum Di Tengah Masyarakat Waris, Perlindungan Konsumen, dan Perjanjian*, ed. oleh Ahmad Jamaludin (Bandung: Wdina Media Utama, 2024), hal. 134-140.

¹⁰ Amiruddin dan Zainal Asikin dalam Ahmad et al., *Buku Ajar Metode Penelitian & Penulisan Hukum* (Jambi: PT. Sonpedia Publishing Indonesia, 2024), hal. 89.

writing is secondary data. Peter Mahmud Marzuki explains that in normative legal research, the data used is secondary data.¹¹ The data collection technique used is the library research method, which is sourced from books, publications, legislation, official documents, and research results.

3. RESEARCH RESULT AND DISCUSSION

3.1. Legal Protection for Financing Companies Experiencing Losses Arising from Default in Investment Financing Agreements Under Indonesian Law

A closer examination of South Jakarta District Court Decision No. 1216/Pdt.G/2024/PN Jkt.Sel reveals the multifaceted legal challenges associated with the implementation and enforcement of investment financing agreements in Indonesia. The case illustrates how disputes arising from default expose not only contractual weaknesses but also broader concerns regarding legal certainty and risk allocation within the financing sector. Investment financing, as regulated under Financial Services Authority Regulation No. 29/POJK.05/2014, establishes a contractual framework in which financing companies provide funds to enable debtors to acquire capital goods necessary for productive or commercial activities. This form of financing occupies a strategic position within the national economy, as it supports business continuity, capital formation, and market expansion. At the same time, it places financing companies in a legally vulnerable position when debtors fail to perform their contractual obligations, thereby requiring a comprehensive system of legal protection.

Under Indonesian civil law, a breach of contract constitutes a legal condition in which a party fails to perform its obligations in accordance with the terms of a legally binding agreement.¹² Classical legal doctrine recognizes several forms of default, including complete non-performance, improper or defective performance, delayed performance, and acts that directly contravene contractual prohibitions. In the context of investment financing, default most commonly manifests in the debtor's failure to comply with scheduled installment payments.¹³ Such failure may initially take the form of payment delays but can escalate into total cessation of payment, generating significant financial losses for the financing company. These losses do not merely affect the creditor's private interests, but may also undermine confidence in the financing system and disrupt the stability of financial transactions more broadly.

¹¹ Peter Mahmud Marzuki, *Penelitian Hukum*, Revisi (Jakarta: Kencana Prenada Media Group, 2016), hal. 90.

¹² Ade Nugraha Salim, Helen Setia Budi, dan Syafira Aulia Deswita, "Kesepakatan Dalam Perjanjian Untuk Mencegah Terjadinya Wanprestasi Menurut Kitab Undang - Undang Hukum Perdata," *Jurnal Kewarganegaraan* 8, no. 1 (2024): 893–98.

¹³ Muhammad Natsir Asnawi, "Perlindungan Hukum Kontrak Dalam Perspektif Hukum Kontrak Kontemporer," *Masalah-Masalah Hukum* 46, no. 1 (2017): 55–68, <https://doi.org/10.14710/mmh.46.1.2017.55-68>.

To legally qualify a debtor's conduct as default, Indonesian law requires the fulfillment of several cumulative elements. The financing agreement must first be valid under Article 1320 of the Civil Code, which ensures that the contract is based on lawful consent, legal capacity, a clearly defined object, and a legitimate cause. Once validity is established, the existence of a specific contractual obligation binding the debtor must be demonstrated. Furthermore, the debtor's failure to perform must occur without lawful justification and cannot be excused by force majeure.¹⁴ A final and essential requirement is the formal declaration of default through a written warning or summons, which establishes the debtor's state of negligence. In the examined case, PT Woori Finance Indonesia Tbk complied with these procedural requirements by issuing formal notices prior to initiating litigation, thereby satisfying the doctrinal and procedural standards necessary to establish default.

Legal protection for financing companies suffering losses due to default operates through a dual mechanism encompassing preventive and repressive measures. Preventive protection is aimed at mitigating risk before disputes arise and reflects a proactive legal and contractual strategy. In practice, this protection is embodied in the application of prudential principles, most notably the 5C analysis—character, capacity, capital, conditions, and collateral—which serves as an initial assessment of a prospective debtor's reliability and financial viability.¹⁵ Financing agreements further incorporate various protective clauses designed to allocate risk and safeguard the interests of creditors, including collateral arrangements, penalty provisions for late payment, and acceleration clauses that permit creditors to demand immediate repayment upon default. These contractual mechanisms are intended to strengthen the creditor's bargaining position and discourage non-performance. The requirement that debtors insure financed assets constitutes an additional layer of preventive protection by mitigating risks associated with loss or damage to the financed goods. In Decision No. 1216/Pdt.G/2024/PN Jkt.Sel, the court explicitly considered these preventive measures as evidence of the financier's good faith and compliance with both contractual obligations and regulatory standards.

Repressive legal protection becomes relevant after a breach has occurred and focuses on resolving disputes through formal or informal channels. Non-litigation remedies typically represent the initial step and may include restructuring of financing arrangements, renegotiation of repayment terms, or resolution through Alternative

¹⁴ Siti Fatima Zahra dan Muhammad Nasrulloh, "Force Majeure," *Jurnal Ekonomi SYraiah dan Keuangan Islam* 1, no. 1 (2023): 40–54, <https://ejurnal.iq.ac.id/index.php/sharecom/article/view/1022>.

¹⁵ Fontian Munzil, "Tinjauan Umum Yuridis Teoritis Peranan Regulator Jasa Keuangan Atas Penerapan Prinsip Prudential Banking Terhadap Produk Peer To Peer Lending Pada Aplikasi Financial Technology Dalam Rangka Perlindungan Hukum Pemberi Pinjaman (Kreditur) Dan Penerima Pinja," *Jurnal Hukum Media Justitia Nusantara* 8, no. 2 (2019): 1–29, <https://doi.org/10.30999/mjn.v8i2.667>.

Dispute Resolution mechanisms.¹⁶ These approaches prioritize efficiency and the preservation of contractual relationships while minimizing the costs and adversarial nature of litigation. However, when such efforts fail to produce a satisfactory outcome, financing companies retain the right to seek judicial remedies by filing a breach-of-contract claim before the district court. Pursuant to Articles 1243 and 1267 of the Civil Code, creditors may seek various forms of relief, including specific performance, compensation for losses, termination of the agreement, or a combination of these remedies. At this stage, the court assumes a critical role in evaluating whether the creditor has adhered to procedural requirements, acted in good faith, and enforced contractual provisions in a manner consistent with statutory principles and equitable considerations.

The reasoning adopted by the South Jakarta District Court in Decision No. 1216/Pdt.G/2024/PN Jkt.Sel reflects a careful application of these legal standards while maintaining a balance between the interests of creditors and debtors. The court emphasized the significance of proper contractual documentation, procedural compliance, and the presence of preventive safeguards in determining liability and appropriate remedies. By grounding its analysis in both statutory provisions and doctrinal principles, the decision provides important guidance on how Indonesian courts interpret and apply legal norms governing investment financing agreements. Consequently, the case serves as a valuable reference for understanding the operation of legal protection mechanisms within the financing sector and highlights the continuing need for clarity, consistency, and coherence in the legal framework regulating financing relationships in Indonesia.

3.2. Determination of Legal Accountability for Tenants in Breach of Contract Through Court Rulings

The determination of legal accountability for a tenant who commits a breach of contract in judicial decisions is closely connected to the fundamental principles governing contractual relations in civil law. Legal liability operates as the primary mechanism through which contractual commitments are enforced and serves to ensure that agreements are not merely moral obligations but legally binding instruments. Within the framework of Indonesian civil law, liability is generally categorized into contractual liability, which arises from the existence of a valid agreement, and liability based on unlawful acts as regulated under Article 1365 of the Civil Code. In disputes involving breach of contract, courts consistently prioritize contractual liability, as the source of

¹⁶ Dahliani dan Hadi Tuasikal, "Penyelesaian Sengketa Perdata Melalui Non-Litigasi: Kajian Hukum dan Implementasinya di Indonesia," *Journal of Dual Legal System* 2, no. 1 (2025): 46–69, <https://doi.org/10.58824/jdls.v2i1.322>.

the legal obligation originates from the agreement voluntarily entered into by the parties.

Contractual liability arises when a party fails to perform obligations stipulated in a binding contract. This failure may take various forms, including non-performance, improper performance, delayed performance, or the undertaking of actions prohibited by the agreement. Once an agreement has fulfilled the requirements of validity under Article 1320 of the Civil Code, it acquires binding force equivalent to law for the parties involved. This doctrinal foundation reflects the principle of *pacta sunt servanda*, which obliges parties to honor the commitments they have agreed upon and forms the basis for holding them legally accountable in the event of non-compliance. As such, the courts do not merely evaluate whether a breach has occurred, but also examine the extent to which contractual obligations have been clearly defined and mutually acknowledged.¹⁷

In Decision No. 1216/Pdt.G/2024/PN Jkt.Sel, CV Niaga Traktor Utama was positioned as the debtor under an investment financing agreement executed with PT Woori Finance Indonesia Tbk. The agreement imposed explicit obligations on the debtor to fulfill installment payments in accordance with a predetermined schedule. The debtor's failure to meet these obligations constituted a breach of contract that directly triggered legal accountability. From a judicial standpoint, such non-performance was not treated as a mere commercial inconvenience, but as a legally relevant event carrying significant consequences. The court recognized that the breach not only disrupted the contractual equilibrium but also caused measurable financial harm to the creditor, thereby justifying the imposition of legal remedies.

Indonesian contract law adheres to a fault-based liability system, under which accountability generally arises from the presence of fault attributable to the debtor. However, in the context of contractual breaches, this system operates with an important modification. Once the creditor is able to demonstrate the existence of an obligation and the debtor's failure to perform, fault is presumed. The evidentiary burden then shifts to the debtor to prove that the breach occurred due to circumstances beyond their control, such as *force majeure*, or that the creditor's own conduct materially contributed to the failure of performance. In the case under examination, the court carefully assessed whether the debtor had presented sufficient justification to rebut this presumption. In the absence of credible evidence demonstrating *force majeure* or creditor misconduct, the debtor was deemed legally accountable for the breach. This approach illustrates the judiciary's effort to balance the protection of contractual certainty with procedural fairness for the parties.

¹⁷ Christian Yogi Setiawan dan Waluyo, "Kajian Yuridis Upaya Hukum Bagi Konsumen Atas Pembelian Unit Apartemen Yang Tidak Menjalankan Prestasinya," *Kabillah* 9, no. 2 (2024): 567–77, <https://doi.org/10.35127/kabillah.v9i2.483>.

The legal accountability arising from the breach extended beyond a mere declaration of default and encompassed the creditor's right to seek compensation. PT Woori Finance Indonesia Tbk submitted claims for compensation that included the remaining unpaid principal, accrued interest as stipulated in the agreement, contractual late payment penalties, and additional costs incurred as a direct consequence of the breach, such as summons fees and litigation expenses. These claims were grounded in Article 1243 of the Civil Code, which provides a legal basis for creditors to claim damages when a debtor fails to fulfill contractual obligations after being declared in default. In assessing these compensation claims, the panel of judges adopted a reasoned and proportional approach.

The court examined the factual basis of the losses claimed, requiring the creditor to substantiate each element through documentary evidence and contractual provisions. This evidentiary scrutiny was essential to ensure that compensation awarded corresponded to actual losses rather than speculative or exaggerated figures. The court also evaluated the contractual late payment penalties to determine whether they remained reasonable and consistent with principles of fairness. This assessment reflected judicial sensitivity to the potential imbalance of bargaining power inherent in standard form financing agreements and the need to prevent punitive or exploitative outcomes.¹⁸

Furthermore, the judges emphasized the importance of maintaining a balance between the creditor's legitimate interest in recovering losses and the debtor's capacity to fulfill the imposed obligations. This balancing process embodies the broader principle of proportionality, which functions as a normative safeguard against excessive enforcement of contractual rights. The court reaffirmed that while contractual autonomy grants parties the freedom to determine the contents of their agreement, such freedom is not absolute and remains subject to judicial control to ensure justice and equity. In this context, the court asserted its authority to moderate or reduce excessive penalty clauses, relying on Article 1601 letter g in conjunction with Article 1601 letter h of the Civil Code, as well as established jurisprudence such as the Hoge Raad decision dated 13 February 1923.

Through its reasoning, the court demonstrated a consistent and principled approach to determining legal accountability in cases of contractual breach. The ruling highlights the judiciary's role in enforcing contractual obligations while simultaneously safeguarding fundamental principles of fairness and legal certainty. By integrating fault-based liability, proportional compensation, and judicial oversight of contractual clauses, Decision No. 1216/Pdt.G/2024/PN Jkt.Sel provides a comprehensive illustration of

¹⁸ Alfi Zayyan Al Maksumiyah, "Analisis Tahapan Pemeriksaan Pembuktian dalam Hukum Acara Perdata di Indonesia dalam Putusan Mahkamah Agung Nomor 1666/K/PDT/2022," *Journal of Multidisciplinary Inquiry in Science, Technology and Educational Research* 2, no. 1b (2024): 973–81, <https://doi.org/10.32672/mister.v2i1b.2531>.

how Indonesian courts address breaches of financing agreements and allocate legal responsibility between the contracting parties.

4. CONCLUSION

The analysis of South Jakarta District Court Decision No. 1216/Pdt.G/2024/PN Jkt.Sel demonstrates that legal protection in investment financing agreements is grounded in a structured framework combining preventive and repressive mechanisms. The preventive dimension operates through the prudential assessment of prospective debtors, collateral arrangements, and protective contractual clauses that collectively aim to minimize the risk of default and ensure that creditors enter financing relationships with adequate safeguards. When a breach nevertheless occurs, repressive mechanisms—such as default litigation, claims for compensation, and the execution of collateral—serve as the legal instruments for restoring the creditor's impaired rights.

The case further confirms that the legal liability of a debtor in default is firmly rooted in the principle of fault-based accountability, under which the debtor bears responsibility for the consequences of non-performance unless a valid justification such as force majeure can be demonstrated. The court's reasoning illustrates a consistent doctrinal approach that presumes fault upon the creditor's proof of non-performance, shifting the burden to the debtor to disprove negligence or wrongful conduct. This reinforces the binding force of contractual obligations under the principle of *pacta sunt servanda*, ensuring that agreements freely entered into by the parties are upheld and enforced as law.

At the same time, the court's analysis highlights the importance of proportionality and fairness in adjudicating claims for damages. While creditors are entitled to seek compensation for losses, interest, penalties, and litigation costs, the judiciary retains discretion to moderate excessive penalties to prevent unjust outcomes and maintain balance within contractual relationships. This judicial stance underscores the dual mandate of Indonesian contract law: to protect the legitimate interests of creditors while preventing abuses that may arise from asymmetrical bargaining power or rigid enforcement of contractual terms.

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