



ANALYSIS OF SUPREME COURT DECISION NO.556/Pdt.G/2022

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Article	Abstract
<p>Keywords:</p> <p><i>Breach of contract, Judicial decision-making, Legal analysis, Dispute resolution, Court verdict, Contractual obligations</i></p> <p>Article History Received: July 7, 2023; Reviewed: July 10, 2023; Accepted: July 15, 2023; Published: Aug 10, 2023</p>	<p>This study examines a breach of contract case involving PT. Hasana Damai Putra and Gregorius Harison S, focusing on the court's role in delivering justice and resolving disputes. The case centers on the defendant's failure to fulfill obligations outlined in a property purchase agreement, resulting in financial losses for the plaintiff. The verdict by the Bekasi District Court deemed the defendant's actions as constituting breach of contract, annulling the agreement and ordering compensation for the plaintiff's damages. Using qualitative normative legal research, this analysis explores factors influencing judicial decisions, including factual assessments, legal interpretations, moral considerations, and social contexts. The court's decision, grounded in plaintiff-provided evidence and meticulous legal analysis, underscores its commitment to upholding contractual obligations and ensuring fairness in legal proceedings. Moreover, it highlights the judiciary's role in protecting individual rights and fostering societal stability. This study underscores the importance of court rulings in providing legal clarity, safeguarding rights, and bolstering public confidence in the legal system. By adhering to principles of justice and applicable laws, court decisions serve as vital tools in resolving disputes, fostering social cohesion, and upholding the rule of law. Therefore, this case serves as a poignant illustration of the judiciary's pivotal role in dispensing justice and maintaining legal order within society.</p>

1. INTRODUCTION

In the legal system, court decisions have a central role in upholding justice and resolving disputes between disputing parties. The existence of judicial institutions is an important foundation in ensuring that legal norms are upheld and individual rights are protected. In the midst of the complexity of social and economic relations, it is not uncommon for disputes to occur between the parties involved in an agreement or transaction. One of the legal problems or disputes that often occurs among the public is breach of contract or breach of contract. Default,

as a form of breach of contract, can undermine trust and stability in business relationships or agreements between individuals.

According to the Big Indonesian Dictionary, the term default comes from the word "*default*" in Dutch, which means failure to fulfill achievements or obligations in an agreement¹. The concept of default reflects the fact that not all agreements can run smoothly, and sometimes one party cannot fulfill its obligations. However, when a default occurs, the legal system provides a framework to resolve the conflict fairly and transparently. which means that when a default or breach of contract occurs, the parties involved in the conflict have access to a structured and fair legal process in the judiciary where the final decision is based on the principles of justice and applicable legal rules. Where a fair and transparent legal system provides a clear and organized framework for resolving disputes, with the aim of achieving a fair resolution and in accordance with applicable law and a form of information disclosure and also fairness in the results or legal products, ensuring that legal information can be easily accessible to all parties, increasing fairness in the legal system, reducing the risk of abuse of power, and strengthening public trust in legal institutions².

The judge's decision is considered the final form of court decision and decides the outcome of the legal process and must be based on the law and facts related to the case. The decision also describes the judge's conclusions regarding the legal and factual questions in the case and the decision is binding on all parties involved and has legal force.³ In the context of this case, analysis of court decisions is important to understand the law enforcement process and also to help the public understand the legal implications of the actions or decisions taken.

In this article, we will analyze Supreme Court Decision No. 556/Pdt.G/2022 which involves PT. Hasana Damai Putra as plaintiff and Gregorius Harison S as defendant and discussing the role of the judge's decision in it. This case started with a property sale and purchase agreement between PT. Hasana Damai Putra and Gregorius Harison S. According to the agreement, Gregorius Harison S agreed to buy a house with payments in installments. However, in the process, Gregorius failed to fulfill his obligation to pay the installments

¹Hukumonline, T. (2022, October 3). Understanding Default, Consequences, and How to Resolve It. *hukumonline.com*. <https://www.hukumonline.com/berita/a/unsur-dan-cara-menyelesaikan-wanprestasi-lt62174-878376c7/>

² Imron, M. (2023, December 16). Legal Transparency as a Form of Implementing a Fair and Correct Legal System *Kompasiana.com*. *COMPASIANA*. https://www.kompasiana.com/muchimran228/657d6a3212d50f197467ba92/transparansi-hukum-sebagai-bentuk-terlaksananya-sistem-hukum-yang-adil-dan-benar#google_vignette

³ Sahroji, A. (n.d.). Types of Judge's Decisions in Civil Law and Examples of Cases. *ERA.ID*. https://era.id/news/118282/jenis-putusan-hakim#google_vignette

according to the predetermined schedule. Before going into a more in-depth analysis, we have previously explained what is meant by default. In essence, a breach of contract is an action or behavior that violates the obligations or provisions stipulated in an agreement or contract⁴. Based on what is explained in Article 1238 of the Civil Code which reads; "The debtor is negligent, if he has been declared negligent by means of a warrant or a similar deed, or for the sake of his own agreement, that is, if this stipulates that the debtor will have to be considered negligent after the time of discovery."⁵ So in the context of this case, default occurred when Gregorius Harison S did not fulfill his obligation to pay installments in accordance with the sale and purchase agreement.

2. RESEARCH METHODOLOGY

The research methodology uses qualitative normative legal methods with secondary data, meaning that it explores and provides deeper insights into real-world problems. The qualitative research method gathers participants experience, perception, and behavior. It answers the hows and whys instead of how many or how much⁶. This approach helped to explain the complexities of the case and provide a comprehensive understanding of the legal aspects involved. Qualitative normative legal research methodology involves interpreting and analyzing legal principles and norms to understand their application in real-life situations. The methodology involves a comprehensive analysis of legal texts, relevant legislation, case law, and other legal sources to derive insights and conclusions. Its aim is to provide a theoretical understanding of the legal framework surrounding a particular issue or case. The qualitative normative legal research methodology with secondary data allows investigators to thoroughly examine the legal aspects of Disputes cases involving PT. Hasana Damai Putra and Gregorius Harison S.

Secondary data plays an important role in qualitative normative legal research methodology. It refers to information and data that already exists and has been collected by others for different purposes. In discussing the dispute decision, secondary data sources were used, such as literature relevant to the topic being discussed, including legal literature (law books) written by influential experts (de hersender leer). Scholarly opinions, legal journals,

⁴Writer. (2023, November 15). *Default in Agreement: Consequences and How to Resolve*. Legalnow.<https://www.legalnow.co.id/wanprestasi-dalam-perjanjian/#:~:text=Wanprestasi%20dalam%20perjanjian%20adalah%20suatu%20tindakan%20atau%20perilaku,kewajibannya%20sesuai%20dengan%20kesepakatan%20yang%20telah%20disepakati%20sebelumnya>.

⁵ Sitanggang, D. D. K. P. (2022, August 23). Default is: Article, Legal Basis, and Examples. *Detikjabar*. <https://www.detik.com/jabar/bisnis/d-6249594/wanprestasi-adalah-pasal-dasar-hukum-dan-contohnya>

⁶ Steven Tenny; Janelle M. Brannan; Grace D. Brannan. *Qualitative Study*, StatPearls, Treasure Island (FL), 2022, [1] accessed on 19 December 2023

non-legal literature, and internet articles are used to gather relevant information and support the analysis. Valuable insight into the decision of a disputes case involving PT. Hasana Damai Putra and Gregorius Harison S collected from court records and legal journals. This allows investigators to assess the evidence and determine the legitimacy of the defendant's actions. By studying legal texts and precedents, researchers can find out the legal basis for decisions submitted in cases between PT. Hasana Damai Putra as Plaintiff and Mr Gregorius Harison S as Defendant and assessing the strength of their case.

3. DISCUSSION

3.1 The Role of Court Decisions

Court decisions have a very important role in upholding justice in the legal system. Decisions are the result of a judicial process that ensures that decisions are based on facts and applicable law, thereby providing guarantees that the principles of justice are adhered to for all parties involved in the dispute. The judge, as the main law enforcer in the court, has the responsibility to ensure that every case heard is decided fairly and based on applicable law. The judge must attempt to consider every relevant argument, evidence, and law before making a final decision.⁷ Thus, court decisions become an important instrument for upholding the principles of justice in society because through their decisions, the court provides legal certainty, resolves disputes, and protects individual rights.

Court decisions provide legal certainty by creating standards that can be used as guidelines in resolving similar cases in the future. Legal certainty is a very important legal principle because it provides stability and consistency in the legal system. When judges issue rulings, they create legal precedents that can be used as a reference for similar cases in the future. As explained in Article 28D paragraph (1) of the 1945 Constitution which reads "*Everyone has the right to fair recognition, guarantee, protection, and legal certainty and equal treatment before the law.*"⁸ With legal certainty, justice can be guaranteed and society can live in an orderly environment and provide legal certainty to the parties involved in a dispute. With a court decision, the parties can know their rights and obligations clearly, so they can take action in accordance with the law.

Court decisions aim to resolve disputes between the parties involved. In Sudikno Mertokusumo's opinion, what is meant by a judge's decision is a statement that the judge, as

⁷ Admin. (2023, August 1). *The Role of Judges in the Judicial System: Independent and Fair Law Enforcement*. Faculty Of Law | Innovative, Personality and Independent. <https://hukum.uma.ac.id/2023/07/17/peran-hakim-dalam-sistem-peradilan-penegak-hukum-yang-independen-dan-adil/>

⁸ Fajar, M. a. A. (n.d.). *Article 28D Paragraphs 1 - 4 of the 1945 Constitution* | SNACKING. <https://www.bercamilan.com/uud-1945/pasal-28d.html>

a state official who is authorized to do so, makes at the hearing and aims to end or resolve a case or problem between the parties.⁹ Through a fair and objective court process, the judge will consider the existing facts and evidence to make a fair and binding decision for all parties involved.

The court also aims to protect individual rights as explained in the principles of justice, namely the principle of equality before the law: Every individual has the same right to be treated fairly and equally in the judicial process as well as individual rights protection which protects individual rights from abuse of power or unlawful actions.¹⁰ The judge will consider the rights protected by law and justice in making decisions. In this way, court decisions will ensure that individual rights are protected and will not be unfairly harmed.

Court decisions also function as a monitoring tool for law enforcement. When judges decide a case, they ensure that the law is enforced correctly and in accordance with the principles of justice and applicable law. Thus, court decisions play a very important role in upholding justice in society. Decisions are based on facts and applicable law, provide legal certainty, protect individual rights, and monitor law enforcement, court decisions help maintain stability, security and justice in society.

3.2 Default in PT Cases. Hasana Damai Putra and Gregorius Harison S

Default is a breach of contract that occurs when one party does not fulfill the obligations agreed upon in the agreement. In the case between PT. Hasana Damai Putra and Gregorius Harison S, the defendants were found to be in default because they failed to pay the house installments 42 times out of a total of 60 installments that had been agreed upon. This resulted in the plaintiff experiencing significant financial losses. The evidence presented by the plaintiff, including the Deed of Sale and Purchase Agreement and the warning letter, confirmed that the defendant had violated its obligations in the agreement. Even though the defendant had been legally summoned to attend the trial, he did not attend, which resulted in the court handing down a *verstek* decision. The court's decision sided with the plaintiff, stating that the defendant had breached his contract and canceled the sale and purchase agreement, as well as ordering the defendant to pay compensation and vacate the property in question.

⁹ Mayor Chk Salis A.W., S.H. *Some Terms In The Judge's Ruling*. (n.d.). <https://dilmil-yogyakarta.go.id/beberapa-istilah-dalam-putusan-hakim/>

¹⁰ Admin. (2023a, May 27). *Understanding the Judicial Process: Stages, Principles, and Importance in the Legal System*. <https://jayalawyer.com/memahami-proses-peradilan-tahapan-prinsip-dan-pentingnya-dalam-sistem-hukum/>

The evidence presented by the plaintiff, such as the Deed of Sale and Purchase Agreement and the warning letter, provided a strong basis for the court to conclude that the defendant had violated its obligations in the agreement. Even though some of the evidence is photocopies of photocopies and there is a lack of witnesses from the plaintiff's side, the deed of sale and purchase agreement and the warning letter submitted by the plaintiff are still considered sufficient by the court to determine that the defendant is in default. The defendant who has been legally summoned to attend the trial, his absence from the trial shows the defendant's inability or lack of interest to defend himself or provide a strong defense in the legal process. This resulted in the court handing down a *verstek* ruling, effectively giving the plaintiff an advantage.

The court's decision in favor of the plaintiff by declaring the defendant's breach of contract, canceling the sale and purchase agreement, and punishing the defendant to pay compensation and vacate the property in question, confirms that breach of contract will not be ignored by the legal system. The court's action to conduct local inspections also shows the seriousness in handling this case and its efforts to understand the physical context of the object of dispute, which can influence the outcome of the decision.

The absence of the defendant at the trial also has a big impact on the outcome of the decision. The defendant's presence in court is his right and is an important part of the legal process to provide a strong defense. Absence from the trial indicates the defendant's inability or lack of interest to defend himself or provide a strong defense in the legal process. However, because the defendant did not appear even though he had been legally summoned, the court handed down a *verstek* decision, which sided with the plaintiff.

Thus, the court decision sided with the plaintiff by stating that the defendant had breached his contract and canceled the property sale and purchase agreement that had been made. In addition, the defendant was sentenced to pay compensation in the amount of Rp. 1,881,800 and vacate the property in question. The implication of this decision is to emphasize the importance of complying with contractual obligations and emphasize the legal consequences of default. The court's decision also underscores the court's authority in resolving contractual disputes and enforcing legal agreements. Thus, this case provides a clear illustration of the importance of court attendance, the validity of evidence, and the consequences of default in an agreement, as well as confirming the role of the courts in resolving contractual disputes.

3.3 Factors Influencing the Decision

In the decision-making process by judges, there are several influencing factors, especially in the context of court decisions. First of all, the judge must assess the facts by considering the evidence presented at trial, such as the sale and purchase agreement deed and warning letter, to determine whether the defendant has committed a breach of contract. This is as regulated in Article 164 HIR concerning evidence in civil cases where the judge must be able to process and process data obtained during the trial process, whether from documentary evidence, witnesses, allegations, confessions or oaths revealed in the trial.¹¹. Next, the judge must interpret the applicable legal rules regarding installment payments in the property sale and purchase agreement to determine whether the defendant has violated the agreement. The moral and ethical aspects of judges are also taken into consideration, where judges must maintain their personal and professional integrity and ensure fairness in their decisions as regulated in Article 5 of Law no. 48 of 2009 paragraph (1) which discusses "*Constitutional judges and justices must have integrity and a personality that is beyond reproach, honest, fair, professional and experienced in the legal field.*" and (3) "*Judges and constitutional justices are obliged to comply with the Code of Ethics and Code of Conduct for Judges*"¹². The social context and public opinion can also influence and be considered as a sociological factor, namely the will of the Indonesian people as stated in article 27 paragraph 1 of the 1945 Constitution with the formulation "*All citizens have equal status under the law and government and are obliged to uphold the law and government without exception.*"¹³, although not directly, because the judge's decision must support social stability and be impartial. As an effort to fulfill the will of the people, Article 5 paragraph (1) of Law Number 48 of 2009 discusses "*Judges are obliged to explore, follow and understand the legal values and sense of justice that exist in society*"¹⁴. Finally, the judge must ensure that his decision is correct and provides legal certainty for both parties, so that he can uphold legal authority.

¹¹ Isnantiana, Nur. (2017). Judges' Legal Reasoning in Making Case Decisions in Court. IN ISLAM. 18. 41. 10.30595/islamadina. v18i2.1920.

¹² Law No. 48 of 2009 About Judicial Power

¹³ Kristina. (2021, October 19). Sounds and Explanation of Article 27 Paragraph 1 of the 1945 Constitution, Do Students Know? I detect.
<https://www.detik.com/edu/detikpedia/d-5773438/bunyi-dan-penjelasan-pasal-27-ayat-1-uud-1945-siswa-sudah-tahu>

¹⁴ Law No. 48 of 2009 About Judicial Power

In the case of PT. Hasana Damai Putra and Gregorius Harison S, these factors played arole in the judge's decision, who decided that the defendant had committed a breach of contract based on existing evidence and careful legal interpretation, as well as paying attention to the social implications and legal certainty of the decision taken.

3.4 Final Verdict of The Case

Based on the decision of the Bekasi District Court, the lawsuit filed by the plaintiff, PT. Hasana Damai Putra, accepted and granted in its entirety. The defendant, Mr. Gregorius Harison S, was declared to have defaulted on the payment of house installments, so that the "AGREEMENT" between the plaintiff and the defendant was declared void and not binding since this decision was handed down. As a result of this breach of contract, the plaintiff suffered losses both in material and immaterial form.

Materially, the plaintiff suffered losses because he did not receive payment from the defendant in accordance with the agreed agreement. As a result, the plaintiff cannot sell or rent out land and buildings that are still bound by the "AGREEMENT", with an estimated potential loss of Rp. 60,000,000,- per year. Apart from that, the court also acknowledged the immaterial losses experienced by the plaintiff due to the negative impact of the defendant's breach of contract on the plaintiff's business as a developer company. This immaterial loss is assessed at Rp. 3,000,000,000. PThe court also decided that the defendant was obliged to pay material and immaterial compensation to the plaintiff as a result of his breach of contract in the amount of Rp.1,881,800.

4. CONCLUSION

In the case between PT. Hasana Damai Putra and Gregorius Harison S, the issue of default is at the center of a dispute that requires legal resolution. Default, as a breach of contract involving non-compliance with agreed obligations, is the basis for plaintiffs to ask for justice before the court. The default by the defendant resulted in financial losses for the plaintiff, PT. Hasana Damai Putra, both in material and immaterial form. The evidence presented by the plaintiff, such as the Deed of Sale and Purchase Agreement and the warning letter, provided a strong basis for the court to conclude that the defendant had violated its obligations in the agreement. Even though the defendant was legally summoned to attend the trial, he did not attend, which resulted in the court handing down a verstek decision in favor of the plaintiff.

As a consequence of this breach of contract, the property sale and purchase agreement between the plaintiff and the defendant was declared null and void. The court also ordered the

defendant to pay material and immaterial compensation to the plaintiff as compensation for the losses suffered. Factors that influence the judge's decision in this case include the assessment of facts, legal interpretation, the judge's morals and ethics, as well as the social context and public opinion. The judge considered the evidence presented by the plaintiff, such as the sale and purchase agreement deed and warning letter, to assess whether the defendant had committed a breach of contract. Apart from that, the judge must also interpret the applicable legal regulations regarding installment payments in property sale and purchase agreements. The moral and ethical aspects of judges are also important considerations in determining decisions, where judges must maintain their personal and professional integrity and ensure fairness in their decisions. The social context and public opinion can also influence the judge's decision, although not directly, but the judge's decision must still support social stability and be impartial.

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