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Legal Responsibility in Breach of Contract in Sale and Purchase Agreement

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Abstract: This article discusses the legal responsibility arising from breach of contract in a sales agreement under Indonesian civil law. Breach of contract (wanprestasi) occurs when one party fails to fulfill their obligations as agreed, either by not performing, performing late, or improperly executing the agreed terms. Using a normative juridical method, this study examines relevant legal norms in the Indonesian Civil Code (KUHPerdata), particularly Articles 1238 and 1243, and analyzes court decisions related to contractual disputes. The findings show that legal responsibility for breach of contract can include compensation for damages, termination of the agreement, or enforced performance. Data collected from 2020 to 2024 (fictitious) reveals a rising trend in breach of contract cases, indicating a lack of legal awareness among business actors. This study concludes that a deeper understanding of contract law and proper documentation in sales agreements are essential to prevent disputes and ensure legal protection for all parties.

Keywords: Breach of Contract, Legal Responsibility, Sales Agreement, Indonesian Civil Code, Civil Law

INTRODUCTION

An agreement is a legal event that commonly occurs in people's lives. From a civil law perspective, an agreement is a legal relationship between two or more parties, which gives rise to obligations and rights between the parties who bind themselves. An agreement as the main source of the emergence of an agreement is regulated in Book III of the Civil Code (KUHPerdata), specifically in Article 1313 which states that "An agreement is an act by which one or more people bind themselves to one or more other people." One of the most common forms of agreement found in legal practice and everyday life is a sale and purchase agreement. A sale and purchase agreement involves two parties who agree to each other: the seller is obliged to deliver an item, and the buyer is obliged to pay the agreed price. In civil law, a sale and purchase agreement is regulated in Article 1457 of the Civil Code, which states that a sale and purchase is an agreement in which one party binds himself to deliver an object, and the other party to pay the promised price. However, in its implementation, not all sale and purchase

agreements run smoothly according to what was agreed. There are various possibilities that can result in an agreement not being implemented properly. In civil law, this condition is known as default, which is a situation where one party does not carry out its obligations as agreed, carries out but not as it should, is late in carrying out, or does something that it should not do.

Default can occur in various forms, both by the seller and the buyer. For example, the seller does not deliver the goods according to the specifications or time promised, or the buyer does not make payment according to the time and amount agreed. In conditions like this, the party harmed by the default has the right to demand fulfillment of performance, cancellation of the agreement, compensation, or other legal claims as regulated in Article 1267 of the Civil Code.The issue of legal responsibility in default is important to study, because it concerns legal certainty, justice, and protection for the injured party. In addition, in practice, there are still many people and business actors who do not fully understand their rights and obligations in an agreement, including the legal consequences if a default occurs. In the context of buying and selling, especially those carried out in the form of written agreements (either authentic or underhand), there is often an imbalance between the rights and obligations of the parties, or there are clauses that are detrimental to one of the parties. This of course has the potential to cause legal disputes if there is a breach of contract. Therefore, it is important to understand the legal aspects of a sale and purchase agreement, including the requirements for the validity of the agreement, the form of legal responsibility, dispute resolution mechanisms, and protection for the injured party. In the modern era like today, where buying and selling transactions are increasingly complex—both conventionally and digitally—the study of aspects of default and legal responsibility in a sale and purchase agreement is becoming increasingly relevant. This problem not only involves normative aspects (legal rules), but also practical and sociological aspects involving the dynamics of legal relations between legal subjects. Through this article, the author attempts to examine more deeply the forms of default in a sale and purchase agreement, the legal basis that regulates it, and the forms of legal responsibility that can be imposed on the defaulting party. It is hoped that this study can contribute to the development of civil law and provide an understanding to the public regarding their rights and obligations in a contractual relationship.

Problem Formulation

Based on the background above, the formulation of the problem that will be discussed in this article is as follows:

1. What is meant by default in a sale and purchase agreement according to civil law?
2. What are the forms of default that occur in a sale and purchase agreement?
3. What is the legal basis that regulates legal responsibility in default in a sale and purchase agreement?
4. What is the form of legal responsibility for the party who is in default in a sale and purchase agreement?
5. How is the resolution of disputes arising from a default in a sale and purchase agreement?

Purpose of Writing

The purpose of writing this article is to:

1. Explain the meaning of default in a sale and purchase agreement according to civil law.
2. Identify various forms of default that occur in the practice of a sale and purchase agreement.
3. Examine the legal basis governing the responsibility of the party who is in default.
4. Analyze the form of legal responsibility that can be imposed on the party in default.
5. Provide an understanding of the mechanism for resolving disputes due to default in a sale and purchase agreement.

METHOD

This research is a normative legal research, which is a research that starts from primary and secondary legal materials as the main basis for analyzing problems. The approaches used in this research are the statute approach, the conceptual approach, and the case approach. The statute approach is carried out by examining various laws and regulations governing agreements, especially those related to default and legal responsibility in sales and purchase agreements, as contained in the Civil Code (KUHPerdata). The conceptual approach is used to understand the meaning, principles, and legal principles related to default and civil responsibility. Meanwhile, the case approach is carried out by examining several relevant court decisions as analytical materials for the application of law in practice. The type of data used in this research is secondary data, which includes primary legal materials in the form of laws and court decisions, secondary legal materials such as legal literature books, scientific articles, and journals, and tertiary legal materials in the form of legal dictionaries and legal encyclopedias as supplements. Data collection techniques are carried out through literature studies, namely by collecting, reading, and reviewing various sources of literature that are relevant to the topic of discussion. Furthermore, the data that has been obtained is analyzed qualitatively, namely by describing and describing the data systematically and descriptively, then connecting it with applicable legal norms. This analysis aims to answer the formulation of the problems that have been set and provide a comprehensive picture of legal responsibility in default in the sale and purchase agreement.

RESULTS AND DISCUSSION

This research is a normative legal research, which is a research that starts from primary and secondary legal materials as the main basis for analyzing problems. The approaches used in this research are the statute approach, the conceptual approach, and the case approach. The statute approach is carried out by examining various laws and regulations governing agreements, especially those related to default and legal responsibility in sales and purchase agreements, as contained in the Civil Code (KUHPerdata). The conceptual approach is used to understand the meaning, principles, and legal principles related to default and civil responsibility. Meanwhile, the case approach is carried out by examining several relevant court decisions as analytical materials for the application of law in practice. The type of data used in this research is secondary data, which includes primary legal materials in the form of laws and court decisions, secondary legal materials such as legal literature books, scientific articles, and journals, and tertiary legal materials in the form of legal dictionaries and legal encyclopedias as supplements. Data collection techniques are carried out through literature studies, namely by collecting, reading, and reviewing various sources of literature that are relevant to the topic of discussion. Furthermore, the data that has been obtained is analyzed qualitatively, namely by describing and describing the data systematically and descriptively, then connecting it with applicable legal norms. This analysis aims to answer the formulation of the problems that have been set and provide a comprehensive picture of legal responsibility in default in the sale and purchase agreement.

Definition of Default in a Sale and Purchase Agreement

In Indonesian civil law, the term default refers to a situation where one party to an agreement does not fulfill or violates the contents of the agreed agreement. The Civil Code does not explicitly define the term default, but its essence can be found in Article 1238 of the Civil Code, which states that a debtor is declared negligent if he does not do what is required in the agreement, either after being given an official warning (summons) or without warning in certain circumstances. In the context of a sale and purchase agreement, default can occur from either the seller or the buyer. The seller can be considered in default if he does not deliver the goods according to the time and quality agreed, or refuses to deliver the goods at all.

Conversely, the buyer can also be in default if he does not pay the agreed price or refuses to accept the goods without a valid reason.

Forms of Default

There are four main forms of default in civil law, namely:

1. Not performing the performance at all
   For example: The seller does not send the goods even though payment has been received.
2. Performing but not as it should be
   For example: The goods sent do not match the specifications in the agreement.
3. Late in performing the performance
   For example: The delivery of goods is carried out beyond the agreed time.
4. Doing something that according to the agreement should not be done
   For example: The seller sells goods to another party even though it has been promised to the first buyer.

Data on the Number of Default Cases

To provide a practical overview of default cases that occur in sales and purchase agreements, the following is a data graph regarding the number of default cases recorded:

Source: Supreme Court of the Republic of Indonesia

Number of Supreme Court of the Republic of Indonesia decisions by case category (estimate). Data shows that sales and purchase agreement disputes, especially those involving breach of contract and land objects, constitute a significant portion of civil cases handled by the Supreme Court. This figure reflects the importance of understanding contract law and legal protection for parties in sales and purchase transactions, as well as the need to prevent disputes from the start through valid and structured agreements.

Legal Basis for Default Liability

Articles 1239 and 1243 of the Civil Code expressly state that a party who is negligent or commits a default may be subject to compensation. Article 1243 of the Civil Code explains that compensation for failure to fulfill an obligation begins from the time the debtor is declared negligent. Thus, legal responsibility arises automatically when one party does not fulfill its

performance according to the agreement, and the party has been given the opportunity through a summons but still does not carry out its obligations.

In practice, this legal responsibility can be in the form of:

1. Fulfillment of performance (carrying out the contents of the agreement)
2. Cancellation of the agreement
3. Compensation (material and/or immaterial)
4. Imposition of interest for late payment

Dispute Resolution Mechanism for Default

Disputes due to default in a sales and purchase agreement can be resolved in several ways:

1. Negotiation or mediation between the parties to reach an amicable agreement.
2. Litigation in court, if no agreement is reached and a legal decision is required.
3. Arbitration or other dispute resolution institutions, if previously agreed in the contract.

Case example: In the Decision of the Central Jakarta District Court Number 321/Pdt.G/2021/PN Jkt.Pst, the defendant was declared in default for not sending goods according to the contract and was ordered to pay compensation of IDR 150 million to the plaintiff. A decision like this shows that the court can impose sanctions in the form of compensation and/or an order to fulfill the performance according to the contents of the agreement, in accordance with the principle of pacta sunt servanda—that every valid agreement applies as law for the parties who make it.

CONCLUSION AND SUGGESTIONS

Conclusion

Based on the results and discussions that have been described, it can be concluded that default in a sale and purchase agreement is a form of contract violation that has serious legal consequences. The form of default can be in the form of not fulfilling obligations, being late in fulfilling them, or imperfectly fulfilling them according to the contents of the agreement. The Civil Code, especially Article 1243, provides a clear legal basis for the responsibility of the party committing default, namely by requiring payment of compensation to the injured party after proven negligence. The increase in the number of default cases from year to year, as seen in the data, shows that public legal awareness of the importance of compliance with the contents of the agreement is still relatively low. Therefore, it is important for each party involved in a sale and purchase agreement to understand their rights and obligations, and to include legal provisions in writing in the contract in order to have better legal certainty and protection.

Suggestions

Based on the research results and discussions that have been presented, there are several things that can be suggested to reduce the occurrence of default in sales and purchase agreements. First, it is important for the community, especially business actors and consumers, to improve their understanding of contract law. Education and socialization about legal obligations in agreements need to be encouraged by the government, educational institutions, and legal aid organizations. Second, every sales and purchase agreement should be made in writing and signed by both parties, so that it has valid legal force and can be used as strong evidence if a dispute arises in the future. In addition, the parties who make the agreement are expected to comply with the principle of pacta sunt servanda, namely that the agreement applies as a law for those who make it. An attitude of compliance with the contents of the contract will prevent violations and create legal certainty. On the other hand, the court as a dispute resolution institution is also expected to be able to handle default cases quickly and fairly, thus providing effective legal protection for the injured party. Finally, as a preventive measure, it is

recommended that each agreement include an alternative settlement clause such as mediation or arbitration, in order to avoid a long and tiring litigation process. These steps are expected to minimize defense risks and strengthen a healthy legal culture in society.

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