



SETTLEMENT OF DEBT RECEIVABLE AGREEMENTS DUE TO BREACH OF CASE CERTIFICATE RIGHT OVER THE LAND

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Article history:	Abstract:
<p>Received: 26th May 2023 Accepted: 26th June 2023 Published: 26th July 2023</p>	<p>In today's life, everyone's human condition is different, some are rich and some are poor, sometimes at one time, a person really needs money to cover his urgent needs. although humans are individual creatures, they themselves actually need other humans. in today's life, in fulfilling the needs of life, humans make an agreement that is outlined in a form of agreement. One example of an agreement is a debt and credit agreement that occurs a lot in the community where debt and credit is an agreement between one party and another party and the object of the agreement is generally money. The position of one party as a party who provides a loan, while the other party receives a loan of money. The money loaned will be returned within a certain period of time in accordance with what was agreed. The agreement must be accountable and legal relations between two or more parties based on an agreement. Problems formulated What are the legal consequences of default in a debt and credit agreement in the case of a land title certificate? And how is the settlement of defaults in disputes over debt and credit agreements against cases of land rights certificates?</p> <p>To answer the above problems, the author uses legal research with a normative juridical approach, namely legal research conducted by prioritizing research library materials or documents called secondary data, in the form of primary, secondary and tertiary legal materials. The research specification is descriptive analytical, which aims to provide an overview that is carried out using qualitative methods of legal theories and legal doctrines as well as the opinions of experts. The theory used in this research is the Agreement Theory of R. Subekti and the Theory of Accounts Payable.</p> <p>From the results of this study indicate that; the occurrence of default because Dadang Irawan has made written warnings and summons up to 2 (Two) times in a row to Sudarti Mahanani against the agreed debt and credit agreement but Sudarti Mahanani has defaulted or broken promises against what he has agreed, and did not pay the debt that was due.</p>

Keywords: Accounts Payable Agreement, Default

INTRODUCTION

On life Now This circumstances man everyone is different , some are rich And There is Which poor, sometimes in a time , someone very need money for cover his urgent needs . although man is individual beings however self they Aloneindeed need man other . in life Now This in fulfillment need life man make something agreement Which poured in something form agreement , second order split party honor and obey respective rights and obligations objective achieved something thing indeed wanted by both split party . According to dictionary big Indonesian agreement is informed consent (written and oral). by two parties or more , each promised will obey what made in agreement it . Agreement Which happen between parties Which concerned started from something say agreed Which resulted engagementbetween the parties the . Chapter 1313 Civil Code explain that:¹ one agreement is something an act in which one person or moretie himself to One person other or more ”.

Chapter This own Meaning that exists something agreement started from originating engagement _ of two or

¹ Department Education And culture , *Dictionary Big Language Indonesia Edition second* , Cet. 4,(Jakarta : Hall References, 1995), p . 401

more raises obligation for each party . From the provisions This Can seen that with emergence obligation for One parties also raise exists right for party other , Which It means exists engagement in a manner lead come back for para party Which concerned . Because That chapter 1338 paragraph (1) Civil Code determine that agreement Which made in a manner legitimate tie for parties Which make it .Chapter 1338 verse (1) Civil Code reads :“ All agreement made in a manner legitimate apply as Constitutionfor they who made it ”. that is , para party bound on agreement Which they for as they bound by law . If one party Nofulfil achievements , the other party entitled submit lawsuit to court .

Performance arranged in chapter 1234 Civil Code Which reads :“ Each engagement is For give something , for do something , or For No do something ”.because That something agreement must considered there on time happen agreement between the parties . People who want make agreement must state his will For tie self And agreed .one example agreement is multiple debt agreementshappens in society Where debt receivables is agreement between party Which One with party Which other And object Which promised on generally is Money. position party Which One as party Which give loans , meanwhile the other party accept loan money. Borrowed money will returned in period time certain in accordance with which was promised .²

Debt is obligations that arise Because mandatory agreement paid by which owe .accounts receivable is bill (claim) Which owe to si owe onmoney, stuff or service Which determined in agreement .Agreement debt accounts receivable included to in type agreement borrowborrow , as arranged in Chapter Third Mercy Book Third Civil Code , chapter 1754 Civil Code Which reads :“ Borrow borrow is agreement with where party Which One give to another party amount certain that stufffinished Because usage , with condition that later party Thiswill return the same amount from same type and condition also”.object agreement borrow in chapter 1754 Civil Code the form goods Which finished Because usage . Money can is object debt agreement , Because including out of stockBecause usage .

In matter this , para party expect so that agreement That can done as should , and of course need exists guarantee on protection and certainty law for problems law which happen can minimized or resolved with good and fair in accordance with goals and ideals law such , however in the practice although period time return has stated in a manner Certain in something agreement Noseldom period agreed time the No lived in accordance with WhatWhich has agreed para party .So h debt receivable is activity between debtors with other people or other party giver debt or called perpetrator receivables ,Where obligation For do something performance can forced through court . Or in other words: is related relationship law so that can done with intermediary law . Default to agreement of course often happened , for example in agreement debt receivables Which happen between Dad Irawan And Sudarti Mahanani . In case This Sudarti Mahanani rated has dodefault with No carry out his obligations For pay debt -debt the to Dad Irawan .

Related description in on about Completion Agreement Debt accounts receivable Consequence Default To Case Land Rights Certificate , has There is a number of study earlier Which kind And relevant with study Which carried out , including :

1. Sevty Rahmawati, Notary Masters Program at the University Jayabaya in 2022, with the thesis title "Legal protection for creditors as a result of the cancellation of the peace agreement that has been concluded homologation in delaying debt payment obligations (PKPU)" the results of this study regarding the legal protection of agreements delay in paying debts.
2. Ronie Gozali, Notary Masters Program at the University Jayabaya in 2020, with the thesis title "Legal Certainty in settlement of bad debts through debt restructuring" results study This is about legal certainty debt settlement through restructuring.
3. Kurniwan, Notary Masters Program at Jayabaya University in 2018, with the thesis title "Legal protection against consumers who use E-COMMERCE for the seller's default" The results of this study are regarding legal protection for consumers in E-COMMERCE users for default.
4. Vashti Sistrina Arumsari , Master of Notary at Jayabaya University in 2017 , with title thesis " Debtor Legal Protection To Cancellation Peace Payment of Debt By Court " results study This ie about protection law for debtor to Debt payment .
5. Dina Noviani , Master of Notary at Jayabaya University in 2017 , with title thesis " Responsibility of the Guarantor who signed Deed Confession Debt Related Debtors who Default " results study This ie about not quite enough answer guarantor to deed confession debt related case default .

METHOD

Method study is something method Which used in collect research data and compare with standard sizewho have determined . order research This fulfil criteria scientific , thenresearcher use method that doesn't deviate from that provision There is namely :³ Type study law is carried out in study This that is juridical normative Where law conceptualized as what written in regulation legislation (law in books) or law conceptualized as rule or norm Which isbenchmark behave man Which considered deserve .⁴

Approach research that used in study This consist of :¹³

- a. Approach Legislation (Statutes approach)

Approach legislation is approach Which done with study all regulation legislationAnd regulation Which concerned

² Gatot Supramono , Debt and Receivable Agreement , (Jakarta: golden Prenadamedia Group, 2013), p.9

³Suharsimi Arikunto , *Procedure Study Something Approach practice* , (Jakarta : Rineka Create ,2002) p . 126

⁴Amiruddin and Zainal nice , *Introduction to the Legal Research Model* , Jakarta : Grafindo King Persada ,2012, p . 118

cant with issue law Which researched .

b. Approach Conceptual (Conceptual approach)

Approach Conceptual (Conceptual Approach) is approach in study the law provides corner view analysis settlement problem in study law seen from aspect concepts law Which background , or even can seen from values Which contained in normalization A regulation relation with concepts Which used ⁵.

c. Approach Analytical (Analytical approach)

Approach Analytical (Analytical approach) is analysis to material law For know contained meaning by the terms used in regulation legislation - invitation in a manner conceptual , at a time know its application in practices And decisions law .

d. Approach Case (Case approach)

Approach Case (Case Approach) is approach in study law normative researchers try build argument law in perspective case happening concrete in the field .

RESULTS

Based on arrangement related deed default in agreement debt receivables so writer Where with through approach juridical obtained normative from a number of literature related with default in agreement debt receivables . Default That Alone arranged in provision Book third in Article 1243 of the Civil Code where :

" Replacement costs , losses and interest Because not fulfilled something engagement start required, if debtor , though has stated negligent , anyway negligent For fulfil engagement it , or If something to be given or he did only can given or he did in exceeded time time that has determined " .

The Civil Code also places arrangement related debt receivables in Chapter Chapter Third Mercy Book Third Civil Code , in Article 1754 of the Civil Code which states :

" Borrowing is agreement with which one party give to another party amount certain exhausted items Because usage , with condition that later party This will return the same amount from the same kind and conditions as well .

Agreement debt own debts including to in agreement borrow borrow Because the object is stuff that can spent , and is agreement between one party with other parties and the agreed object in general is money. position one party as the giving party loans, meanwhile the other party accepts loan . Then in a manner juridical contained in Article 1756 of the Civil Code which regulates about incurred debt Because loan of money, reads:

"Debt that happens Because borrowing money only consists on stated amount of money in agreement . If, before moment payment occurs something increase or decline price or There is change about validity currency , then return borrowed amount must done in currency in effect at the time payment is calculated according to price in effect at the time it " .

Case to be analyzed Decision Supreme Court Number 837 K/ Pdt /2019, Case This related with settlement Default to Agreement Debt receivables . Case This starting in month January 2017 where Sudarti Mahanani Applicant cassation formerly Defendant / Appellant Azhari Harun called , Azhari Harun said if anyone want buy House Sudarti Mahanani Applicant cassation formerly Defendant / Appellant is sir Mayor Prabumulih . Because Sudarti Mahanani Applicant cassation formerly Defendant / Appellant were in Wonogiri , then Sudarti Mahanani Applicant cassation formerly Defendant / Appellant will Send a photocopy of the certificate House Sudarti Mahanani Applicant cassation formerly Defendant / Appellant who is in Prabumulih who will Defendant / Appellant Sell , in conversation via mobile phone Azhari Harun refused Sudarti Mahanani Applicant cassation formerly Defendant / Appellant For Send photocopy of Certificate House Sudarti Mahanani formerly The Defendant / Appeal , Azhari Harun asked Sudarti Mahanani Applicant cassation formerly Defendant / Appellant For come direct to Prabumulih with bring Original Certificate of Property Rights No.1243 Kelurahan Sukojadi Prabumulih South Sumatra. on month January 2017 Sudarti Mahanani Applicant cassation formerly Defendant / Appellant Leave to Prabumulih with accompanied You Lardi Dahono with bring original Certificate No.1243 above Name Sudarti Mahanani . Arriving at Prabumulih Sudarti Mahanani Applicant cassation formerly Defendant / Appellant with accompanied Lardi Dahono meet Azhari Harun at the Office of Brother Deni Viktoria (PT. CINDO ABADI PERKASA), Azhari Harun asked Certificate No.1243 above Name Sudarti Mahanani she said will offered to the Mayor Prabumulih . at the moment Sudarti Mahanani Applicant cassation formerly the defendant / appellant deliver Certificate the to Azhari Harun, Sudarti Mahanani Applicant cassation formerly Defendant / Appellant ask for to be photocopied first , will but Azhari Harun refused request Sudarti Mahanani Applicant cassation formerly Defendant / Appellant , with reason Only a while and will return Again to PT. CINDO ABADI MIGHTY for meet with Sudarti Mahanani Applicant cassation formerly Defendant / Appellant . Sudarti Mahanani Applicant cassation formerly Defendant / Appeal and Relatives Lardi Dahono wait hours in the office of PT. CINDO ABADI MIGHTY arrival Azhari Harun but not visit come . On the next day Azhari Harun contacted Sudarti Mahanani Applicant cassation formerly Defendant / Appellant For invited meet at home Dad Irawan Respondent cassation formerly Plaintiff / Appeal . Sudarti Mahanani Applicant cassation formerly Defendant / Appeal and Relatives Lardi Dahono come to the house Dad Irawan Respondent cassation formerly Plaintiff / Appeal and meet Sudarti Mahanani Applicant cassation formerly Defendant / Appellant with Danang Irawan Respondent cassation formerly Plaintiff / Appeal with accompanied Lardi Dahono , at the time meet Azhari Harun and Dadang Irawan Respondent cassation formerly Plaintiff / Appeal at home Dad Irawan Respondent cassation

⁵ Abdul Manan And Yuhelson *Op. cit.* , p . 6-8.

formerly Plaintiff / Appellant , Sudarti Mahanani Applicant cassation formerly Defendant / Appellant request return Certificate hers to Azhari Harun, will but Azhari Harun already deliver Certificate right owned by on Name Sudarti Mahanani Applicant cassation formerly Defendant / Appellant to Dad Irawan Respondent cassation formerly Plaintiff / Appellant and Dadang Irawan Respondent cassation formerly Plaintiff / Appeal No Want to deliver Certificate original the to Sudarti Mahanani Applicant cassation formerly Defendant / Appellant , Dadang Irawan Respondent cassation formerly Plaintiff / Appeal only Want to submit a photocopy of the Certificate the to Sudarti Mahanani Applicant cassation formerly Defendant / Appellant even then with condition Sudarti Mahanani Applicant cassation formerly Defendant / Appellant requested For sign the Declaration Debt to Dad Irawan Respondent cassation formerly Plaintiff / Appeal with an amount of Rp. 422,000,000.00, - (four hundred and twenty two million rupiah) with period time of 3 (Three) months on February 7 , 2017 which has been prepared . With circumstances forced Sudarti Mahanani Applicant cassation formerly Defendant / Appellant sign the Declaration Debt the However submit addition time to 6 (six) months .

Sudarti Mahanani Applicant cassation formerly Defendant / Appellant borrow money of Rp. 422,000,000.00.- (Four hundred and twenty million rupiah) with guarantee Certificate of Ownership No. 1243/Ex. Sukajadi with a maturity of 6 (six) months if No can resolved so guarantee the become property Dad Irawan Respondent cassation formerly Plaintiff / Appeal , and Sudarti Mahanani promised For pay month at the latest August 2017.

After due month _ August 2017 Sudarti Mahanani Applicant cassation formerly Defendant / Appellant No fulfil his obligations For pay or return loan the money . By Dada Irawan Respondent cassation formerly Plaintiff / Appeal has done reprimands as well as subpoena in a manner written to Sudarti Mahanani up to 2 (two) times in a row , however No heed it .

Related with Decision Prabumulih District Court argue that with notice proof letter original and photocopy of Statement Letter Accounts payable on February 7 , 2017 made No in front of or by an authorized official in matter This Notary / PPAT then The Panel of Judges concluded that proof letter original and photocopy of Statement Letter Payable on February 7 , 2017 is Strong Underhand Deed proof has arranged in Article 1875 of the Civil Code which reads :

" An inscription below hand that is recognized by people against who wrote it want wear , or the one with method according to Constitution considered as recognized , give to the people who come to it as well as experts his heirs and those who got it right than them , perfect proof like something deed authentic , and so pretend provision Article 1871 for that writing ."

Article 1871 of the Civil Code reads :

" one deed authentic however No give perfect proof about what 's loaded inside it as something narrative mere . Besides just what was said That There is connection direct with tree content deed . If what 's loaded there as something narrative mere No There is connection direct with tree content deed , then That only can useful as start proof in writing".

Witness Suradi explained that witness is employee from witness Lardi Dahono , witness know problem between Dad Irawan Respondent cassation formerly Plaintiff / Appeal and Sudarti Mahanani Applicant cassation formerly Defendant / Appellant , Sudarti Mahanani Applicant cassation formerly Defendant / Appellant have Debt with Dad Irawan Respondent cassation formerly Plaintiff / Appeal Rp . 422,000,000.00,- (Four hundred and twenty million rupiah) with graceful Certificate of Property Rights No.1243/ kel . Sukajadi , Sudarti Mahanani Applicant cassation formerly Defendant / Appellant not 100% paid yet wages work project with Dad Irawan Respondent cassation formerly Plaintiff / Appeal .

The Panel of Judges is of the opinion that Sudarti Mahanani Applicant cassation formerly Defendant / Appellant No can prove theorem his statement stated that Sudarti Mahanani Applicant cassation formerly Defendant / Appellant sign the Declaration the with forced so theorem disclaimer the must aside and Sudarti Mahanani Applicant cassation formerly Defendant / Appellant must stated agree and acknowledge contents of Statement Letter the .

After Decision final notified to Sudarti Mahanani Applicant cassation formerly Defendant / Appeal on 31 August 2018 later against him by Sudarti Mahanani Applicant cassation formerly Defendant / Appellant with intercession power of attorney , based on a Special Power of Attorney September 10, 2018 filed Application Cassation on 12 September 2018 as it turns out from Deed Statement Application cassation Number 15/ Pdt.G /2017/ PN.Pbm made by the Registrar Prabumulih District Court , Petition the followed with memory Loading cassation accepted reasons Secretariat The District Court on September 25 2018.

To memory cassation that, Sudarti Mahanani Applicant cassation formerly Defendant / Appellant has submit counter memory Cassation accepted _ October 10, 2018 which in essence reject application cassation from Sudarti Mahanani Applicant cassation formerly Defendant / Appellant , against reasons the Supreme Court opinion that reasons cassation the No can justified , because after researching with carefully memory cassation received on 25 September 2018 and cons memory appeal received October 10 , 2018 linked with Judex Facti in matter This Palembang High Court upheld Decision Prabumulih District Court no wrong application law , with consideration that Sudarti Mahanani Applicant cassation formerly Defendant / Appellant have Debt Rp. 422,000,000.00,- (Four hundred and twenty two million rupiah) to Dad Irawan Respondent cassation formerly Plaintiff / Appeal with Guarantee Certificate of Property Rights Number 1243/ Kelurahan Sukajadi as the Statement Letter Dad Irawan Respondent cassation formerly Plaintiff / Appellant on 7 February 2017 and it turns out Sudarti Mahanani Applicant cassation formerly Defendant / Appellant do Default Because it turns out in a period of 6 (six) months No pay off the debt to Dad Irawan .

Guarantee Debt No can direct become owned by creditors If No repaid in period agreed time and payment _ Debt done with sale Guarantee in a manner Auction by Authorized Officials , and based on consideration above , apparently The decision of the Judex Facti / Palembang High Court upheld Decision Prabumulih District Court in case

This No contrary with the Law and/ or law , then application cassation filed by the Petitioner cassation formerly Defendant / Appellant SUDARTI MAHANANI must rejected .

DISCUSSION

In law agreement , if something agreement has fulfil condition legitimate something agreement the characteristic binding and mandatory fulfilled as well as apply as law . In other words, agreement That raises consequence mandatory law fulfilled by the parties related . According to provision Article 1338 of the Civil Code , the agreement made in a manner valid , that is fulfil conditions Article 1320 of the Civil Code apply as Constitution for those who made it , no can pulled return without agreement second split party or Because enough reasons _ according to law , and must held with faith ok . It means implementation agreement That must walk on the right path , ie must heed norms propriety and decency .

In connection law the there is rights and obligations for which parties also need to pay attention about fulfillment achievements by the parties , with provision in Article 1234 of the Civil Code , namely :

“ Each engagement is For give something , for do something , or For No do something ”.

So from it's the parties that don't fulfil content from agreement , they can said default . Consequence emerging law from Sudarti Mahanani Applicant cassation formerly Defendant / Appellant that did default in something agreement Where Defendant No fulfil obligations , and can seen as a result No can agreed , fulfilled or held in a manner right . So Dad Irawan Respondent cassation formerly Plaintiff / Appeal No get fulfillment their proper rights got . Consequence emerging law related default in agreement debt receivables This when happening default by either party , where aggrieved party can demand as following :

- a. Can demand fulfillment performance in accordance with content agreement ;
- b. Can demand fulfillment performance in accordance with content agreement accompanied with change loss

And Consequences he did Act of Default Law so in accordance with provision Article 1243 of the Civil Code which reads :

“ Replacement costs , losses and interest Because not fulfilled something engagement , then start required , if si owe , after stated negligent fulfil engagement , anyway neglect it , or If something to be given or made , only can given or made in grace time that has he exceeded .” In matter This If debtor default when use agreement under hands , then given protection law for Creditors , Creditors can expect For use collateral held by creditors _ in other words Creditors become creditors priority or creditors special . If Creditor agree For use guarantee the in agreement Debt receivables .

In the agreement Debt accounts receivable related protection creditors has guaranteed by law , guarantee the form treasure object owned by debtor . In The Civil Code in Article 1131 regulates about protection law of creditors , which says “ all goods moving and not move owned by Debtor , both of which have been There is nor will _ come , got made guarantee on engagement debtor ”. What is meant with provision Chapter This is " if the defendant disavow, then treasure He will made as collateral and property the defendant will auctioned or will for sale through lawsuit plaintiff to the judge, and results sale will ensure repayment Debt .

Article 1132 of the Civil Code give protection more further stated that :“ Materials the become guarantee together for everyone who owes to him ; income sale things That divided according to balance that is according to big its small accounts receivable each except if among debtors That There is valid reasons For take precedence ”.because That Article 1132 of the Civil Code set clauses guarantee common occurrence from regulation applicable laws for all Creditor .About ability proof something deed below hand ie If sign hand has approved (no denied), then deed That Can become tool perfect proof for signer (eg case ability proof deed authentic) to someone who signs as well as expert his heirs and those who acquire right from him , accordingly with provision Article 1875 of the Civil Code . And value attached evidence to him is perfect and binding (volledig en bindende bewijskracht). However If fact denied , someone filed as tool proof the must Can prove fact Protection law creditors in agreement Debt accounts receivable guaranteed , by law . Guarantees provided by law is treasure object owned by a debtor . If debtor default , property the defendant made guarantee For pay off debt . Where is p the has arranged in provisions Article 1131 of the Civil Code.

CONCLUSION

Based on description and discussion in the chapter previously so obtained conclusion as following :

1. Consequence law default on agreement default in agreement debt receivables to case certificate right on land based on condition legitimate agreement Article 1320 Civil Code something agreement has fulfil condition legitimate something agreement the characteristic binding and mandatory fulfilled as well as apply as law . In other words, agreement That raises consequence mandatory law fulfilled by the parties related . Made and Consequence emerging law from Sudarti Mahanani Applicant cassation formerly Defendant / Appellant that did default in something agreement Where Defendant No fulfil obligations , and can seen as a result No can promised , fulfilled or held in a manner right . So Dad Irawan Respondent cassation formerly Plaintiff / Appeal No get fulfillment their proper rights got . And regarding guarantee reviewed from Article 12 of the Mortgage Law with firm forbid creditor become owner object guarantee , because resulted agreement the null and void . reason happening default because of Dadang Irawan Respondent cassation formerly Plaintiff / Appeal has do reprimands as well as subpoena in a manner written up to 2 (two) times in a row to Sudarti Mahanani

Applicant cassation formerly Defendant / Appellant to agreement debt existing receivables _ agreed but Sudarti Mahanani Applicant cassation formerly Defendant / Appellant has default or disavow promise to what have He promise , and no pay existing debt due .

Default arranged in Article 1243 of the Book of Laws law civil law (Civil Code).

Article 1243 of the Civil Code , which reads :

" Replacement costs , losses and interest Because not fulfilled something engagement start obligated, if Si owes , though has stated negligent , anyway negligent For fulfil engagement it , or If something to be given or he did only can given or he did in exceeded time time that has determined ."

2. Decision Supreme Court Number 837 K/PDT/2019 refused application cassation filed Sudarti Mahanani Applicant cassation formerly Defendant / Appellant with judge's consideration that reasons cassation and objection Applicant cassation formerly Defendant / Appellant No can justified because the Judex Facti / Palembang High Court confirmed it decision Prabumulih District Court Already right and right apply law that is has give sufficient consideration and can justified . Besides That Dad Irawan Respondent cassation formerly Plaintiff / Appeal can prove the argument that the defendant have unpaid debt paid Rp . 422,000,000.00 (four hundred and twenty - two million rupiah) up to proven do default or disavow promise to agreement debt receivables .

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CONSTITUTION

1. Civil Code (KUHPPerdata)
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