



## Legal Review Of Breach Of Land Dispute Over Land Sale And Purchase Between Land Owner And PT. Pancapuri Indoperkasa

(Serang District Court Decision Number 123/PDT/2025/PN. SRG)

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### ABSTRACT

*This study examines the legal implications of a breach of contract dispute between a landowner and PT. Pancapuri Indoperkasa, as ruled in Serang District Court Decision Number 123/Pdt/2025/PN.Srg. The research employs a normative juridical approach with a case study method to analyze the application of civil law. Data were obtained from the Supreme Court's Case Tracking Information System (SIPP), relevant legislation, legal journals, and expert opinions, analyzed descriptively and qualitatively. The findings reveal that PT. Pancapuri Indoperkasa was proven to have defaulted by failing to fulfill payment obligations despite having received the land, which had been delivered more than two years earlier. The court rejected the company's argument of force majeure due to internal delays in permits and funding changes, affirming that such business risks are the company's responsibility. The judges confirmed that all elements of breach valid agreement, unfulfilled obligation, delay, loss, and causal relation were legally proven, reflecting the correct application of Articles 1244 1252 of the Civil Code. This decision illustrates the court's progressive interpretation of pacta sunt servanda and good faith, ensuring protection for the weaker party and achieving substantive justice.*

**Keywords:** Breach Of Contract, Civil Law, Agreement, Landowner, Substantive Justice

### ABSTRAK

*Penelitian ini mengkaji implikasi hukum dari sengketa wanprestasi antara pemilik tanah dan PT. Pancapuri Indoperkasa sebagaimana diputus dalam Putusan Pengadilan Negeri Serang Nomor 123/Pdt/2025/PN.Srg. Penelitian ini menggunakan pendekatan yuridis normatif dengan metode studi kasus. Data diperoleh melalui Sistem Informasi Penelusuran Perkara (SIPP) Mahkamah Agung, peraturan perundang-undangan, jurnal hukum, dan pendapat ahli, kemudian dianalisis secara deskriptif kualitatif. Hasil penelitian menunjukkan bahwa PT. Pancapuri Indoperkasa terbukti melakukan wanprestasi karena tidak memenuhi kewajiban pembayaran meskipun tanah telah diserahkan lebih dari dua tahun sebelumnya. Pengadilan menolak dalih force majeure terkait keterlambatan izin dan perubahan skema pendanaan internal, karena risiko bisnis merupakan tanggung jawab perusahaan. Majelis hakim menegaskan bahwa seluruh unsur wanprestasi perjanjian sah, kewajiban tidak terpenuhi, keterlambatan, kerugian, dan hubungan kausal telah terbukti secara sah sesuai ketentuan Pasal 1244–1252 KUHPerdara. Putusan ini mencerminkan penerapan progresif asas pacta sunt servanda dan itikad baik yang melindungi pihak lemah serta mewujudkan keadilan substantif.*

**Kata Kunci:** Wanprestasi, hukum perdata, perjanjian, pemilik tanah, keadilan substantif

## INTRODUCTION

Indonesia's economic growth and infrastructure development over the past two decades have driven a surge in private investment, both domestic and international, in the property, industrial, and integrated area development sectors. In this context, large companies, particularly those engaged in land development and industrial estate development, often collaborate with landowners through sales and purchase agreements, leases, or joint ventures. However, despite this positive economic dynamic, various legal disputes have also arisen, particularly those related to the fulfillment of contractual obligations, one of which is breach of promise (Bandem et al., 2020).

Breach of promise is a form of breach of contract law regulated by the Civil Code (KUHPerdata), specifically Articles 1244 to 1252. Generally, breach of promise occurs when one party to an agreement fails to fulfill its obligations as agreed, either completely, late, or inconsistently. In the context of the relationship between a landowner and a developer company such as PT. Pancapuri Indoperkasa, default often arises due to late payments, land use outside the agreement, or development that does not comply with the initial promise (Badri et al., 2024).

The dispute between landowners and PT. Pancapuri Indoperkasa has drawn public attention because it concerns a vital asset: land, which is the source of livelihood for many families. Several media reports and court documents allege that PT. Pancapuri Indoperkasa, a property developer active in the Banten region, is suspected of breach of contract with several landowners who have sold or transferred their land under cooperation agreements for the development of residential or industrial areas. One of the cases focused on in this research is a dispute in Cikande District, Serang Regency, Banten, where a landowner sued the company for non-payment despite the land having been transferred more than two years ago (Paendong & Taunaumang, 2022).

Legal evidence indicates that the agreement between the two parties was written and signed, but its implementation has not been as expected. Landowners, who in many cases are local communities with limited access to legal and financial information, feel they have suffered economic and legal losses. PT. Pancapuri Indoperkasa claims that the late payments were caused by internal company constraints, such as changes in funding schemes and delays in obtaining permits from local governments. However, this claim does not automatically absolve the company from legal liability for breach of contract, as stipulated in civil law (Mantili & Sutanto, 2019).

The fundamental issue that arises is: can the excuse of delay due to external factors justify the absence of a breach of contract? And how should the courts consider the company's legal obligations as a business actor towards individuals who are more economically vulnerable? These questions demonstrate the legal complexity of balancing the principle of freedom of contract (the principle of *pacta sunt servanda*) with the principles of consumer protection and social justice (Bandem et al., 2020).

In Indonesian civil law, the principle of *pacta sunt servanda* is a key principle that ensures that legally entered into agreements are binding on the

parties and must be implemented in good faith (good faith is regulated by Article 1337 of the Civil Code). However, in practice, this principle often comes into conflict with the principle of justice, particularly when one party, in this case the landowner, is in a structurally weak position. PT. Pancapuri Indoperkasa, as a legal entity with strong financial and legal resources, has the capacity to manage business risks, while the landowner, who may only own a single plot of land as their primary asset, is highly dependent on the implementation of the agreement to meet their living expenses (Apriani, 2021).

This case also raises questions about the effectiveness of civil law in protecting the rights of small individuals amidst corporate dominance. On the one hand, the law must uphold legal certainty and respect freedom of contract. On the other hand, the law must also promote justice, particularly when structural inequalities exist between the parties. In this context, the role of the courts is crucial, as judges not only interpret the law textually but must also consider the social, economic, and moral aspects of a dispute (Silado & Syailendra, 2023).

Furthermore, this dispute also reveals weaknesses in the evidentiary system in civil cases. Landowners often struggle to prove breach of contract, especially if companies use various means to avoid liability, such as transferring assets or claiming force majeure without sufficient evidence. Meanwhile, the burden of proof in civil cases rests with the plaintiff (landowner), as stipulated in Article 1865 of the Civil Code, which states that the claimant must provide evidence (Prayogo, 2016).

This clearly places the weaker party in an increasingly vulnerable position. Furthermore, it is questionable whether the agreements between PT. Pancapuri Indoperkasa and the landowners truly arose from free and equal consent. In many cases, local landowners often do not fully understand the contents of the agreements, especially because legal documents use technical language and are controlled by the company. In fact, there are indications that some agreements were made unilaterally or through social pressure, such as promises to build public facilities or increase the economic value of the land. From a legal perspective, agreements made without full understanding or due to coercion can be declared null and void or annulled under Article 1320 of the Civil Code concerning the requirements for a valid agreement (Prayogo, 2016).

The dispute between the landowner and PT. Pancapuri Indoperkasa also reflects a broader challenge in civil law enforcement in Indonesia: the imbalance between formal law and social reality. Legally, the company may have a strong technical argument, but morally and socially, its actions can be deemed unjust. The courts, as law enforcement institutions, are required to act not only as legal interpreters but also as agents of justice. Therefore, a judge's considerations in a decision must reflect a balance between legal certainty, justice, and expediency (Dsalimunthe, 2017).

In recent legal developments, the Supreme Court has issued several important decisions emphasizing the importance of protecting the weaker party in a contract, particularly in the relationship between consumers and businesses. One such decision is Supreme Court Decision Number 257 K/Pdt/2023, which states that in cases of breach of contract by a large company against an individual, the

court must more thoroughly consider the principles of good faith and fairness. This decision sets an important legal precedent in assessing cases such as the PT Pancapuri Indoperkasa dispute. However, at the district court level, there is still variation in the application of the law. Some judges tend to be more textual, while others are more progressive, considering the social context. In the case studied, there are indications that the panel of judges faced a dilemma in assessing whether PT Pancapuri Indoperkasa's late payment constituted a breach of contract, given that the company presented evidence that the project had experienced delays in obtaining permits from the local government. However, the court ultimately ruled that the delay did not automatically absolve the company from its obligation to pay, as business risks are the responsibility of the company, not the landowner (Nur Azza Morlin Iwanti & Taun, 2022).

This aligns with the principle of *res periculum* in civil law, which states that the risk of loss on the object of a contract is borne by the party who is supposed to receive or deliver the object, depending on the terms of the agreement. In land sales, risk typically transfers upon delivery of the object, so late payment still constitutes a breach of contract, even if there are external disruptions (Hertanto & Djajaputra, 2024).

Furthermore, this dispute also raises questions about the personal liability of company directors or managers. Under corporate law, a PT is a legal entity with separate assets, so in principle, only company assets can be seized. However, in certain cases, if there is evidence of abuse of rights or the transfer of assets to avoid liability, the court may apply the principle of piercing the corporate veil, as stipulated in Supreme Court jurisprudence. In this case, the plaintiff requested that the president director of PT. Pancapuri Indoperkasa be named a co-defendant, but the request was denied due to insufficient evidence (Fitroni et al., 2025).

From a public policy perspective, this dispute demonstrates the need for stricter regulation of agreements between developers and local communities. Currently, many agreements are made informally or without legal representation for the community. Yet, land is a strategic, irreplaceable asset. Therefore, local governments or consumer protection agencies should act as mediators or provide legal assistance to ensure that agreements are truly fair and transparent (Timothy Runtunuwu et al., 2022).

Several non-governmental organizations (NGOs), such as the Indonesian Legal Aid Foundation (YLBHI) and the Institute for the Study and Advocacy of Justice and Peace (ELSHAM), have criticized the weak legal protection for communities in land disputes with corporations. They are demanding a national standard for land cooperation agreements that all developers must implement, as well as a mandatory mediation mechanism before going to court (Jahri et al., 2024).

In the context of civil law, this dispute also tests the effectiveness of alternative dispute resolution (ALDR) institutions such as mediation and arbitration. In theory, ARS is faster, less expensive, and does not sever ties between parties. However, in practice, many people are unaware of their rights to use APS, or companies refuse mediation because they feel they have a stronger bargaining position. In the case of PT. Pancapuri Indoperkasa, mediation was attempted

through the Consumer Dispute Resolution Agency (BPSK), but failed to reach an agreement because the company only offered small compensation, while the landowner demanded full payment as agreed (Jahiri, 2020).

Given the complexity of this case, it is crucial to conduct an in-depth legal review of the breach of contract dispute between the landowner and PT. Pancapuri Indoperkasa, from both normative (legal regulations), juridical (court decisions), and sociological (social impact) aspects. This research aims not only to analyze whether a breach of contract has occurred, but also to evaluate how Indonesian civil law addresses the challenges of justice in the relationship between individuals and corporations (Gofar et al., 2025).

Furthermore, this research is also relevant in the context of ongoing civil law reform. With the upcoming enactment of the new Civil Code (KUHPerdata), which is currently under drafting, issues such as protection of the vulnerable, contractual justice, and corporate liability are becoming a primary focus. The findings of this research are expected to provide input for the development of legal norms that are fairer and more responsive to social realities (Pratiwi et al., 2025).

Furthermore, this case also illustrates the importance of public legal awareness. Many landowners are unaware that they have the right to demand compensation, late payment interest, or even cancellation of the agreement if a breach of contract occurs. They are also often unaware that they can seek free legal assistance through the Legal Aid Institute (LBH) or government legal aid programs. Therefore, the role of legal education and legal counseling at the local level is crucial (Yusuf et al., 2024). From a legal and economic perspective, this dispute also demonstrates that legal uncertainty in the implementation of agreements can hinder long-term investment. Investors who frequently default on their contracts will damage their business reputations and erode public trust. Conversely, strict law enforcement against contract violations will foster a healthy and sustainable investment climate (Fitroni et al., 2025).

## METHODS

This research employs a normative juridical approach, a legal research method that focuses on examining laws and regulations, legal doctrines, and court decisions normatively, often referred to as doctrinal legal research, which emphasizes the analysis of legal norms, principles, and their practical application in judicial decisions (Jahiri et al., 2023). The study adopts a case study method with the Serang District Court decision on the default dispute between a landowner and PT. Pancapuri Indoperkasa as the primary object, enabling an in-depth analysis of legal facts, judicial reasoning, and the application of civil law norms. The research procedure was carried out systematically through several stages, including preparation by formulating research problems, objectives, and conceptual frameworks; data collection through court decisions, regulations, books, journals, and other relevant sources; data analysis by examining legal considerations and the application of Civil Code articles related to breach of contract, and evaluating substantive justice and protection for vulnerable parties; and finally, preparation of

research results through drafting, revising based on expert input, and finalizing the manuscript for publication.

## RESULTS AND DISCUSSION

### General Overview of the Research Subject

This research examines the Serang District Court's decision in civil case No. 123/Pdt/2025/PN.Srg, which dealt with a breach of contract dispute between a landowner as plaintiff and PT. Pancapuri Indoperkasa as defendant. The case was filed by Mr. Ahmad Rizki (52), a resident of Cikande Village, Cikande District, Serang Regency, Banten, who previously transferred a 1,200 m<sup>2</sup> plot of land to PT. Pancapuri Indoperkasa under a housing development cooperation agreement on March 15, 2023. The land is strategically located and is planned to be developed into an integrated residential complex with significant economic value in the area.

In the agreement signed by both parties, it was agreed that PT. Pancapuri Indoperkasa would pay the land price of Rp1.8 billion in installments. The payment consists of three installments: 30% (Rp540 million) was paid upon signing the agreement, 40% (Rp720 million) no later than six months after the land transfer, and 30% (Rp540 million) upon the commencement of the construction project. The land was physically handed over by the plaintiff to the defendant on March 20, 2023, in accordance with the terms of the agreement. However, as of February 2025, or more than two years after the transfer, the payments for the second and third installments had not been paid in full, even though the housing construction project had begun in September 2024 and had been underway for more than five months at the time the lawsuit was filed.

Due to the prolonged delay in payment and the lack of a concrete response from the company, the plaintiff filed a civil lawsuit with the Serang District Court, alleging breach of contract (breach of promise) under Articles 1244 to 1252 of the Civil Code (KUHPerdara). In their petition, the plaintiff requested that the defendant be ordered to: (1) pay the remaining payment of Rp1.26 billion; (2) pay compensation for material and immaterial losses suffered as a result of the late payment; (3) pay late interest of 1.5% per month from the due date; and (4) cover legal costs arising from the legal process.

The defendant, through their attorney, filed a defense (exception and answer) stating that the late payment was caused by delays in permits from the local government and changes in the project's funding scheme, which they claimed constituted force majeure. However, the plaintiff firmly rejected these arguments, stating that business risks, including delays in permits and changes in the funding scheme, are the company's internal responsibility and are not a valid excuse to avoid contractual obligations. The plaintiff also emphasized that the agreement did not include an explicit force majeure clause, making the claim legally inadmissible.

This decision is highly relevant as a case study because it reflects the complexity of enforcing civil law in disputes between individuals and corporations. This case illustrates a stark structural inequality, where an ordinary citizen who relies on land sales for his or her living expenses faces a large corporation with substantial legal, financial, and political resources. In the context of civil law, this

case tests the application of the principles of pacta sunt servanda, good faith, and protection of the vulnerable, and serves as a benchmark for whether the courts are able to balance legal certainty with substantive justice. Therefore, the Serang District Court's decision in this case is the primary focus of the legal analysis in this study.

## Research Findings

### 1. Legal Basis and Application of Articles 1244-1252 of the Civil Code

In the Serang District Court's decision No. 123/Pdt/2025/PN.Srg, the panel of judges firmly stated that the agreement between the plaintiff, Mr. Ahmad Rizki, and the defendant, PT. Pancapuri Indoperkasa, met all the requirements for a valid agreement under Article 1320 of the Civil Code (KUHPerdara). These requirements include: (1) agreement of the parties, (2) capacity to enter into an agreement, (3) a specific matter, and (4) a lawful cause. The agreement was made in writing and set forth in a notarial deed, which constitutes an authentic agreement and has full evidentiary force as stipulated in Article 1867 of the Civil Code. Furthermore, there is evidence of the transfer of 1,200 m<sup>2</sup> of land, which was physically handed over by the plaintiff to the defendant on March 20, 2023. This fact provides a strong legal basis that the agreement was unilaterally executed by the plaintiff, while the defendant has not fulfilled its obligations.

With the fulfillment of the valid conditions of the agreement, the agreement is legally binding and must be implemented by both parties. In this context, the panel of judges affirmed the application of the principle of pacta sunt servanda as stipulated in Article 1337 of the Civil Code, which states that a valid agreement applies as law for those who make it. This principle is a primary foundation of contract law, guaranteeing legal certainty and trust in legal relationships between parties. In this case, although the defendant argued that the late payment was due to delays in permits from the local government and changes in the funding scheme, the judges concluded that this did not absolve the company from legal obligations, as business risks are the company's responsibility, not the burden of the party who has fulfilled its obligations.

Furthermore, the panel of judges analyzed Article 1244 of the Civil Code, which states that if one party fails to fulfill an agreement, the other party has the right to demand performance or compensation. In this case, the defendant clearly failed to fulfill its obligation to pay within the agreed timeframe, namely 40% in September 2023 and 30% upon project commencement (September 2024). As of February 2025, the remaining payment of Rp 1.26 billion had not been paid, thus legally proving a breach of contract.

The judge also referred to Article 1246 of the Civil Code, which stipulates that a breach of contract occurs when a debtor fails to fulfill its obligations despite formal warnings. In this case, the plaintiff sent three written warnings: in April 2023, December 2023, and July 2024, via registered mail and the company's official email address. However, the defendant failed to respond or clarify, and did not even initiate communication with the plaintiff. This passive attitude is considered a

form of violation of moral and legal obligations in the implementation of the agreement, and strengthens the suspicion of deliberate default.

Furthermore, Article 1248 of the Civil Code was applied to the claim for damages, which encompasses three main components: *damnum emergens*, *lucrum cessans*, and *usus*. The panel of judges acknowledged that the plaintiff suffered direct losses (*damnum emergens*) due to the lack of funds from the land sale, which should have been used for family living expenses, including medical expenses for his wife, who suffers from a chronic illness, and educational expenses for his children. Furthermore, the plaintiff also suffered a loss of profits (*lucrum cessans*) that would have been earned if the proceeds had been used for productive investments, such as micro-enterprises or deposits. Finally, the judge granted the claim for late interest (*usus*) of 1.5% per month for 23 months, calculated from the payment due date until the judgment was rendered. This interest rate was deemed reasonable and not burdensome, considering that there was no explicit interest provision in the agreement.

Thus, the application of Articles 1244 to 1252 of the Civil Code in this decision demonstrates the court's commitment to legal certainty and the protection of the weaker party. The panel of judges not only assessed the formal aspects of the agreement but also considered the social and economic impacts of the breach of contract, ensuring that the decision rendered was not only legally just but also substantively just.

## **2. Legal Considerations of the Panel of Judges in Qualifying a Breach of Contract**

In deciding the breach of contract dispute between the landowner and PT. Pancapuri Indoperkasa, the panel of judges demonstrated a comprehensive approach, based not only on formal legal aspects but also considering substantive aspects, particularly in the context of justice, protection of the vulnerable, and the application of civil law principles. The legal considerations outlined in the Serang District Court decision No. 123/Pdt/2025/PN.Srg reflect the judges' efforts to balance legal certainty with a sense of justice, particularly in the asymmetrical legal relationship between large corporations and individuals.

One crucial point in the judges' considerations was the rejection of the force majeure claim filed by the defendant, PT. Pancapuri Indoperkasa argued that the payment delay was caused by delays in issuing permits from the local government and changes to the project's funding scheme, which it claimed were events beyond its control. However, the panel of judges firmly stated that these arguments did not meet the legal definition of force majeure. Under civil law doctrine, force majeure refers to extraordinary events that are unpredictable, unpreventable, and unavoidable by any party, such as natural disasters (earthquakes, major floods), war, global disease outbreaks, or sudden and general government policies. Administrative permit delays and changes in business strategy, even if they have significant impacts, are still operational and business risks that companies must consider from the outset of the agreement.

The judge emphasized that business risks are the company's responsibility, not the responsibility of a third party who has fulfilled its obligations. In this

context, the plaintiff delivered the object of the agreement (land) within the agreed time and conditions, thus fulfilling its obligations. The defendant's lack of equal obligations clearly violates the principle of *pacta sunt servanda*, which guarantees legal certainty in contractual relationships. By rejecting the force majeure argument, the judge emphasized that the company cannot transfer its business risks to a structurally more vulnerable party.

Furthermore, the panel of judges emphasized the importance of protecting the weaker party in unequal legal relationships. In this case, PT. Pancapuri Indoperkasa is a legal entity with financial resources, a professional legal team, and access to strategic information, while the plaintiff is an ordinary individual who relies on the proceeds from the land sale to support his family. This unequal bargaining position makes the plaintiff highly vulnerable to exploitation or contractual injustice. Therefore, the court is obliged to apply substantive justice, not just formal justice. The judge stated that in disputes between corporations and individuals, the law must side with the protection of citizens' basic rights, especially when corporations demonstrate uncooperative behavior and neglect their legal obligations.

The judge's considerations also reflected the application of the principle of good faith (*goede trouw*), as stipulated in Article 1337 and Article 1338 paragraph (3) of the Civil Code. This principle requires parties to be honest, open, and cooperative in implementing agreements. The panel of judges found that the defendant failed to demonstrate good faith by ignoring three written warning letters sent by the plaintiff and never initiating communication to resolve the dispute amicably. This passive and unresponsive attitude was considered a violation of moral and legal obligations in the implementation of the agreement. The judge emphasized that in civil law, silence does not imply neutrality but can be interpreted as a form of indifference to legal obligations.

Furthermore, the panel of judges also considered the principle of *periculum*, which states that the risk of the object of the agreement is transferred to the party receiving it. In the land sale and purchase agreement, the risk of the land transferred to PT. Pancapuri Indoperkasa upon delivery. However, the obligation to pay remains the company's responsibility. Therefore, late payment constitutes not only a breach of contract but also a form of injustice that exacerbates the plaintiff's position, which has already lost control of its assets.

Overall, the panel of judges' legal reasoning in qualifying the breach of contract demonstrates a progressive and just interpretation. The judges not only viewed the agreement as a static legal document but also understood the social, economic, and moral context of the dispute. This decision sets an important precedent in the enforcement of civil law in Indonesia, particularly in protecting individual rights from unfair business practices.

### **Elements of a Breach of Contract Met**

Based on the legal facts and evidence presented during the trial, the panel of judges, in Serang District Court Decision Number 123/Pdt/2025/PN.Srg, stated that the five legal elements of a breach of contract had been legally and

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convincingly met. The fulfillment of these elements served as the primary basis for the court to grant the plaintiff's claim in full. In Indonesian civil law, breach of contract cannot be declared based solely on suspicion but must be proven through valid evidence consistent with the provisions of the Civil Code (KUHPerdara). The following is an analysis of each of these elements:

a. The existence of a valid agreement.

The panel of judges determined that the agreement between the plaintiff (landowner) and the defendant (PT. Pancapuri Indoperkasa) met the four requirements for a valid agreement as stipulated in Article 1320 of the Civil Code: agreement of the parties, capacity to enter into an agreement, a specific matter, and a lawful cause. The agreement was formalized in a notarial deed witnessed by two witnesses, thus having full evidentiary force as stipulated in Article 1868 of the Civil Code. The existence of a notarial deed provides strong evidence that the agreement was made voluntarily, consciously, and legally binding. Therefore, the principle of *pacta sunt servanda* (agreements must be fulfilled) as stipulated in Article 1337 of the Civil Code automatically applies to both parties.

b. The defendant's unfulfilled obligations.

Under the agreement, the defendant was obligated to pay the land price of Rp1.8 billion in installments. However, more than two years after the handover of the property, the defendant had only paid 30% (Rp 540 million), while the remaining 70% (Rp 1.26 billion) remained unpaid. The panel of judges emphasized that the obligation to pay is central to the sale and purchase agreement, and its failure to do so constitutes a serious violation of the creditor's rights. As stipulated in Article 1238 of the Civil Code, every agreement contains an obligation to provide something, do something, or refrain from doing something. In this case, the defendant failed to fulfill its obligation to provide money in exchange for the property received.

c. Delay in fulfilling obligations.

The defendant's payment delay reached more than 23 months, far exceeding the deadline agreed upon in the agreement. The panel of judges referred to Article 1246 of the Civil Code, which states that a default occurs if a debtor fails to fulfill their obligations despite formal warnings. The plaintiff had sent three written warning letters (notices of default), but received no response from the defendant. This shows that the defendant was not only late, but also uncooperative, which aggravates the nature of his default.

d. The plaintiff suffered losses.

The plaintiff proved that the late payment caused material and immaterial losses. Materially, the plaintiff experienced economic hardship, including the inability to pay for the medical expenses of his chronically ill wife and the cost of his child's college education. Immaterially, the plaintiff experienced psychological stress and social pressure due to broken promises. The panel of judges recognized these losses as *damnum emergens* and *lucrum cessans*, which are subject to compensation under Article 1248 of the Civil Code.

e. Causal relationship between negligence and losses.

The judges determined that the defendant's late payment directly caused the plaintiff's losses. The lack of funds from the land sale hampered the plaintiff's financial planning, which relied heavily on these funds for living expenses and investments. This causal relationship is supported by witness testimony and financial documents submitted by the plaintiff. Without payment from the defendant, the plaintiff could not fulfill his obligations as head of the family, so the losses incurred were not the result of external factors, but rather a direct consequence of the defendant's default.

### **Application of Civil Law Principles**

In its legal reasoning, the panel of judges at the Serang District Court explicitly applied several fundamental civil law principles in analyzing the breach of contract dispute between the landowner and PT. Pancapuri Indoperkasa. The application of these principles was not merely technical but also reflected the court's commitment to substantive justice, particularly in the asymmetrical legal relationship between individuals and corporations. The following is an in-depth analysis of the application of each of these principles in the decision of case No. 123/Pdt/2025/PN.Srg.

First, the principle of *pacta sunt servanda*. This principle, which literally means "an agreement that has been made must be fulfilled," is a primary foundation of contract law under Article 1337 of the Civil Code. The panel of judges affirmed that the cooperation agreement between the plaintiff and defendant was validly made, written, and signed by both parties, and therefore legally binding. In its deliberations, the judge stated that "internal company constraints such as delays in permits or changes in funding schemes cannot be used as a reason to renege on contractual obligations." This indicates that the court rejected the defendant's argument that attempted to justify late payments as external risks. Instead, the judge emphasized that business risks are the responsibility of PT. Pancapuri Indoperkasa as a professional business actor, not the burden of the party that has fulfilled its obligations. Thus, the application of the principle of *pacta sunt servanda* in this decision not only upholds legal certainty but also emphasizes that freedom of contract must be accompanied by full legal responsibility.

Second, the principle of *res periculum*. This principle governs the transfer of risk over the object of the agreement. In a land sale or cooperation agreement, the risk over the object (in this case, the land) is transferred to the recipient upon delivery, even if payment has not been made in full. In this case, the judge considered that the plaintiff had physically delivered the land to the defendant in March 2023, thus, risks related to the land, such as damage, physical disputes, or confiscation, became the responsibility of PT. Pancapuri Indoperkasa. However, the judge explicitly stated that "the transfer of risk over the object does not automatically relieve the defendant from the obligation to pay the land price." In other words, the obligation to pay remains with the defendant, and any delay constitutes a clear breach of contract. The application of the principle of *res periculum* in this decision demonstrates the panel of judges' deep understanding of

civil law principles, which require careful consideration of the separation between the risk of the object and the obligation to pay.

Third, the principle of protection of the weak party. Although not explicitly stated in the Civil Code, this principle has become part of modern civil law doctrine and has been progressively applied by the Supreme Court in various decisions. In this dispute, the panel of judges implicitly applied this principle by treating the plaintiff as a structurally vulnerable party. The plaintiff was a local citizen with limited access to legal, financial, and political information, while the defendant was a large corporation with a professional legal team and access to extensive resources. The judges considered that this unequal bargaining position could lead to exploitation, necessitating legal intervention to balance justice. In their reasoning, the judges stated that "in the relationship between corporations and individuals, the law must side with justice, not with economic power." This statement demonstrates that the court views the dispute not only from a formal legal perspective but also from a social and moral perspective, in accordance with the principle of substantive justice.

Fourth, the principle of justice and expediency. This decision also reflects the application of the principles of justice (*gerechtigheid*) and expediency (*nuttigheid*), which are part of the objectives of civil law as explained in legal theory. The judge ruled not only based on the legal text alone, but also considered the impact of the decision on the plaintiff's life, society, and the judicial system in general. By granting the lawsuit in full, including compensation and late payment interest, the court sought to restore the plaintiff's losses and provide a deterrent effect for irresponsible companies. Furthermore, this decision is expected to set a legal precedent that encourages development companies to be more disciplined in fulfilling their contractual obligations, thereby creating a fairer and more sustainable business climate.

Overall, the application of civil law principles in this decision demonstrates that the court not only upholds the law textually but also applies it contextually and fairly. The panel of judges successfully balanced legal certainty, justice, and protection of the weaker party, reflecting responsive and humane civil law.

## CONCLUSION

Based on the results of the legal analysis of the default dispute between the landowner and PT. Pancapuri Indoperkasa in Serang District Court Decision Number 123/Pdt/2025/PN.Srg, several conclusions can be drawn to address the research questions posed in this study. The panel of judges correctly applied civil law to PT. Pancapuri Indoperkasa's default, based on Articles 1244 to 1252 of the Civil Code (KUHPerdata). The agreement between the plaintiff and defendant met the legal requirements under Article 1320 of the Civil Code, making it legally binding and obligatory for implementation in good faith. The defendant's delay in payment, despite the land having been delivered, constitutes a clear default and cannot be justified by internal company constraints such as permit delays or changes to the funding scheme. The elements of default have been legally and convincingly fulfilled, as the panel of judges identified a valid agreement,

unfulfilled obligations by the defendant, a delay in performance, material and immaterial losses suffered by the plaintiff, and a causal relationship between the defendant's negligence and those losses. This demonstrates that the court's legal analysis was comprehensive and in accordance with civil law principles. Furthermore, the court's legal reasoning successfully balanced the principle of *pacta sunt servanda* with the principles of substantive justice and protection of the weaker party. Although PT. Pancapuri Indoperkasa presented technical arguments and claimed force majeure, the judge rejected these arguments because they did not meet the legal definition and because business risks are the company's responsibility. This decision reflects the court's commitment to justice that is not only formal but also substantive, particularly in the asymmetrical legal relationship between individuals and corporations.

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