

The Decision of the Civil Case Court Acts of Default at the Cassation Level in the Convention's Lawsuit to Punish the Cassation/Plaintiff (Case Study No.91/Pdt.G/2021/PN.Plg)

Ferry Irawan¹; Mulyadi Tanzili²; Sri Suatmiati²

¹ Master's Student at the University of Muhammadiyah Palembang Concentrating on the Field of Law, Indonesia

² Lecturer in the Faculty of Law, Muhammadiyah University, Palembang, Indonesia

E-mail: ferry_1rawan@proton.me

<http://dx.doi.org/10.47814/ijssrr.v8i5.2642>

Abstract

This case focuses on a court decision regarding default that occurs in the context of convention lawsuits. In case No. 91/Pdt.G/2021/PN.Plg, the Plaintiff filed a lawsuit against the Defendant who was suspected of violating the agreed agreement. The Defendant's failure to execute the obligations outlined in the agreement was determined by the Palembang District Court to be a default. The Supreme Court reviewed the decision during the cassation stage to verify that the legal substances and procedures were applied appropriately. The defendant's appeal was denied by the Supreme Court, which underscored the appropriateness of the previous court's decision. The Defendant is required to reimburse the Plaintiff for the sum of money received as compensation for default, according to the court. This is consistent with the regulations of Article 1238 of the Civil Code, which governs default and its repercussions. This decision has a significant impact on the parties involved, as the Defendant was legally obligated to fulfill his obligations. Furthermore, this decision establishes precedents for other default cases, emphasizing the significance of adhering to mutually agreed-upon agreements. Case No. 91/PDT.G/2021/PN.PLG is a noteworthy illustration of civil law enforcement in the context of default. The Indonesian legal system's dedication to safeguarding the rights of parties who are underprivileged in the agreement is reaffirmed by the Supreme Court Decision, which also underscores the significance of all parties fulfilling their contractual obligations.

Keywords: *Default; Court Ruling; Agreement; Legal Consequences*

Introduction

Each party entered into a legal relationship or engagement as a result of the agreement, which was initiated by satisfying the legal requirements of the agreement following Article 1320 of the Civil

Code [1]. The parties subsequently execute the agreement by the specifications outlined in the contract or agreement[2]. Cassation is a legal remedy that is designed to address potential misapplications of the law by lower tribunals[3]. The Supreme Court in Indonesia is the highest authority in civil matters, ensuring that judicial decisions are consistent with established legal norms[4]. The cassation procedure is not a retrial; rather, it is designed to ascertain whether the law was correctly interpreted and applied in previous proceedings[5].

The failure to implement the terms of an agreement that was mutually agreed upon will result in losses for one of the parties[6], including material and immaterial losses and the loss of the contents of the main agreement[7]. Consequently, this will become a dispute. Occasionally, it is preferable to attempt to resolve a civil dispute through family mediation[8]. However, if this is not feasible, the most effective method of resolving the matter is to pursue justice through the judicial system by filing a lawsuit to assert one's rights[9]. Nevertheless, the default lawsuit must be preceded by a negligent statement before being submitted to the court[10]. This is accomplished by issuing a summons letter to those who have committed default actions[11]. The default litigation that is submitted to the court is conducted, examined, and tried by the procedures outlined in the relevant civil procedural law events[12].

In the case No.91/Pdt.G/2021/PN.PLG, which was submitted to the Palembang District Court on November 11, 2021, the Plaintiff (PT. Ramadhani Mitra Sakti) and the Defendant (PT. Perdana Abadi Mandiri (KSO)) agreed to perform legal acts for leases[13]. The plaintiff leases to the Defendant 1 (one) unit of a.350 mm/nr.247 Non-self-printed type Dredger (CSD) as specified in the Charter/Cutter Section Dredger (CSD). Defendant made a 50% advance payment for the rental of a dredger when signing the contract on October 30, 2020. The remaining 50% will be paid after the dredging ship is located before operation. The Plaintiff (PT. Ramadhani Mitra Sakti) rented one unit of Dredger A.350 mm/NR.247 Non-Self Property Cutter Type Section Dredger (CSD), Without Crew and Plotting Pipes, as well as the requirements of other ships (oil, sling, bolts, etc.) from the Defendant (Director of the Palembang River, Lake and Crossing Polytechnic at the Ministry of Transportation Agency for Transportation Human Resources Development Agency), as specified in the Dredging Ship Rental Agreement Number: HK.201/1/11/POLlectrans SDP PLG-2020, dated November 6, 2020. The Plaintiff has the option to rent the dredging ship from the Defendant.

If the Plaintiff locates a single unit of a.350 mm/NR.247 Non-Self Property Type of Cutter Section Dredger (CSD) to collect the remaining payment money, but Defendant disregards it, Plaintiff has successfully won both the first and appeal levels. In the convention lawsuit, the Defendant's reconvention lawsuit was rejected; however, the plaintiff still prevailed at the cassation level[14]. Even though the convention's lawsuit was a demand from the plaintiff's civil event, there was a sense of amar in the lawsuit[15].

Methods

The research conducted is normative juridical legal research, according to the scope and issues of this thesis[16]. Normative juridical legal research is a form of doctrinal research that is also known as document study or library research[17]. This research is referred to as doctrinal research because it was conducted exclusively to examine written regulations or other legal materials[18]. It is referred to as a library research or document study because it is conducted primarily on secondary data from the library[19]. Primary, secondary, and tertiary legal materials are all examples of secondary data that can be used as a source of information in normative legal research[20].

Result and Discussion

Consideration of the Judge in the Civil Case Court Decision on the Act of Default at the Cassation Level in the Convention's Lawsuit Sentences Cassation/Plaintiff Case No.91/Pdt.G/2021/PN.Plg

In this case PT. Ramadhani Mitra Sakti as Plaintiff/Respondent Cassation. PT. Perdana Abadi Mandiri (KSO) as Defendant/Cassation Petitioner. Polytechnic of Palembang River, lakes, and crossing at the Ministry of Transportation Agency for Transportation Human Resources Development Agency as the Defendant. Respondent/Plaintiff In this instance, Cassation is acting on behalf of PT. Ramadhani Mitra Sakti has taken legal action to rent dredgers. Specifically, the leasing of 1 (one) unit of a.350 mm/nr.247 Non-Self Property Type of Cutter Section Dredger (CSD) is by the Charter/Cutter Section Dredger Type Type (CSD) between PT. Perdana Abadi Mandiri (KSO) and PT. Ramadhani Mitra Sakti, which was executed on October 30, 2020. In this case, the Plaintiff/Respondent Cassation also acts on behalf of PT. Ramadhani Mitra Sakti to pursue legal action to rent dredgers. Specifically, the Plaintiff/Respondent Cassation is leasing one unit of a.350 mm/NR.247 Non-Self Property Type of Cutter Section Dredger (CSD) without crew and pipe pipes, as well as other vessel requirements (Oil, Sling, Bolt, etc.) as outlined in the Dredging Ship Rental Agreement Number: HK.201/1/11/Polytelectrans SDP PLG-2020, dated November 6, 2020.

According to Article 5 of the letter Dredging Ship Rental Agreement, Number: HK.201/1/11/Polytelectrans SDP PLG-2020, dated November 6, 2020, and the Minister of Finance Regulation Number: 192/PMK.05/2019 concerning River Transportation Polytechnic Public Service Agency Service Tariffs, Palembang lake and crossing at the Ministry of Transportation, the Plaintiff (the Cassation Respondent) and the Defendant have reached a monthly rental agreement for 1 (one) 240-hour dredgers at a rate of Rp.69,600,000 (sixty-nine million six hundred thousand rupiah). The Defendant/Cassation Applicant transferred a 50% down payment of Rp.200,000,000 (two hundred million rupiah) to the Plaintiff/Respondent Cassation via the Mandiri Bank Account owned by the Defendant's Company/Cassation on November 4, 2020. Plaintiff/Respondent Cassation has paid Rp.50,000,000 (fifty million rupiah) for one (unit) of two-stage dredgers to participate in the Defendant on November 7, 2020. The second stage was paid on November 8, 2020, for Rp.19,600,000,- (nineteen million six hundred thousand rupiah), totaling Rp.69,600,000 (sixty-nine million six hundred thousand rupiah).

On November 6, 2020, a joint examination was carried out between the Defendant as the owner of the dredger and the Plaintiff/Respondent Cassation as the tenant with the Minutes of the Joint Inspection Number: BA. 028/SDP-2020 Polytelectrans which states that the ship is in good condition and can work a maximum of 8 hours a day. On December 6, 2020, the dredging ship was ready to be operated by conducting a trial of dredging at the work location witnessed by the Defendant/Cassation Applicant. On December 7, 2020, the dredge began to operate normally and was poured out in the minutes made by the defendant/applicant cassation through the project manager and field implementing project and signed by each party. On December 8, 2020, the Plaintiff/Respondent Cassation submitted billing for lease payments to support operations by the agreement Article 6 paragraph y "that the Kapał lease will be paid in full after KAPAł is in the location before the ship operates". But ignored by the defendant/applicant for cassation because, in the work process in the field, there are obstacles in the cooling water cycle so that the Kapał is not optimal every two hours of work the engine becomes hot and stops 1 hour causing the work is not so effective so that only operations can only be \pm 5 hours per day.

The results of the examination at the Selinder Head workshop there are 2 sets of leaks that must be replaced considering pursuing the operation time again. Then the spare part coordinator must be carried out, the Plaintiff/Respondent to order to Jakarta Cylinder Head 2 (two) units at a price of Rp.12,500,000,- (twelve million five hundred thousand rupiah) with 2 stages payments. First on

December 21, 2020, DP 1,000,000,- and on December 24, 2020, amounting to Rp.11,500,000 (eleven million five hundred thousand rupiah) and Selinder Head arrived in Palembang on December 28, 2020, ready to be set and repaired as well Completed on December 29, 2020.

However, on December 26, 2020, the Defendant/Cassation applicant canceled the lease agreement unilaterally through the cancellation letter Number: 592/HR/PAM/XII/2020 whose contents canceled the Dredging Ship Lease and ordered the ship to be moved or removed from the work site without The existence of deliberations and previous written notifications. Plaintiff/Respondent Cassation through a letter on December 28, 2020, answered the cancellation of the lease to question the reasons for the cancellation carried out unilaterally by Defendant without notification or deliberation in advance to Plaintiff, on the letter filed by the Plaintiff on 28 December 2020 to the Defendant it turned out that the Defendant did not respond or repay the letter from the plaintiff. The basis of the consideration of the Supreme Court of the Lease Money that has been paid by the Cassation Applicant/Defendant (PT. Perdana Abadi Mandiri (KSO)) to the Respondent/Cassation/Plaintiff (PT. Ramadhani Mitra Sakti) was returned by 50 % of the amount of money paid by Rp. .200,000,000,- (two hundred million rupiah) so that it amounts to Rp100,000,000.00 (one hundred million rupiah) because it turns out that the ship is dredging a.350 mm/nr.247 Non-Self Property Type of Cutter Section Dredger (CSD) cannot be unable to Utilized by the Cassation/Defendant (PT. Perdana Abadi Mandiri (KSO)) and then the Supreme Court refuses to compensate for material and Imateriel without describing the reasons for rejecting material compensation and immaterial.

The Supreme Court enhances the Judex Facti verdict and incorporates the corrected decisions into the verdict in the convention litigation as a result of this consideration. In reality, the convention lawsuit is an initial lawsuit or original lawsuit. In contrast to the term "lawsuit," this term is seldom employed, as the term "new convention" will be employed in the event of a reconvention (the Defendant's reversed claim to the Plaintiff). A convention lawsuit is an initial or original lawsuit, as defined in Article 118 paragraph (1) HIR, Article 142 paragraph (1) RBG, and Article 120 HIR or Article 144 paragraph (1) RBG. The lawsuit must be submitted in writing to the chairman of the court who is authorized to prosecute the case. The Plaintiff or the Plaintiff must sign the written lawsuit. The lawsuit is composed of two components: the first is Petendi's fundamental, which is a concrete argument that the existence of a legal relationship is the basis and justification for the demands. The second component is the petitum, which is the primary demand of the lawsuit application. It contains the concerns regarding the demands that Plaintiff has requested from the Chair of the District Court to ensure that Defendant is punished by the petitum proposed by Plaintiff.

The lawsuit in the convention is the initial lawsuit which is a lawsuit or demand from the Cassation Respondent/Plaintiff who will significantly benefit the Plaintiff/Cassation Respondent, while the Court Decision on the Cassation Level No.91/Pdt.G/2021/PN.Plg jo Number: 3458 K/Pdt/2022 dated October 25, 2022, on the number 4 (four) punished the Plaintiff/Cassation Respondent and placed in the Convention's lawsuit, which according to the law should be punished by the Plaintiff of the Court's Cassation Level Decision No.91/Pdt.G/2021/ Pn.Plg jo Number: 3458 K/Pdt/2022 dated October 25, 2022, on the number 4 (four) placed in a reconvene lawsuit which is a Republic of Indonesia claim or demand from the defendant/applicant cassation, but in the Court Decision on the Cassation Level No.91/Pdt.G/2021/PN.Plg Jo Number: 3458 K/Pdt/2022 dated October 25, 2022, in the reconvention has been rejected.

Legal Consequences on the Decision of the Civil Case Court Act of Default at the Cassation Level in the Convention Lawsuit Sentence the Cassation/Plaintiff Case No.91/Pdt.G/2021/PN.Plg)

The law will be certain if it is based on the law and does not contain any conflicting provisions. The law is established by the legal reality and the law. There are no legal terms that can be interpreted

distinctly. Additionally, the term "certainty" is defined as the ability of both parties to ascertain their respective positions in specific circumstances. The legal obligation is to ensure the certainty of the relationships that are a part of social association. Such as the decision at the Case Cassation Level No.91/Pdt.G/2021/PN.Plg Jo Number: 3458 K/Pdt/2022 dated October 25, 2022, it has the potential to be executed (non -executable), due to the implementation of the Amar Decision in the Convention properly submitted by the Plaintiff/Respondent Cassation acts as the Petitioner Execution.

The decision of Court Cassation Level No.91/Pdt.G/2021/PN.Plg Jo Number: 3458 K/Pdt/2022 dated October 25, 2022, on number 4 (four) punishes the Plaintiff/Cassation Respondent and places in a convention lawsuit that can be interpreted as the result of the decision opposite and deviates from as stipulated by civil procedural law and decisions that do not have legal certainty can make a non -executable decision (cannot be executed). Decision on Court of Cassation Cassation No.91/Pdt.G/2021/PN.Plg Jo Number: 3458 K/Pdt/2022 dated October 25, 2022 on the number 4 (four) punishes the Plaintiff/Cassation Respondent and places in the convention lawsuit can be categorized as A decision that has been binding to legal force can still be declared non -executable by the Chairperson of the District Court as an impossible decision to be carried out as stipulated in Book II of the Supreme Court of the Republic of Indonesia 2013 concerning Guidelines for Implementing Tasks and Court Administration in the Four Judicial Environment of the letter d.

Conclusion

The decision concerning the Civil Case Court Acts of Default at the cassation level in the litigation to punish the Cassation/Plaintiff (Case Study No. 91/Pdt.G/2021/PN.Plg) emphasizes critical aspects of civil procedural law and the enforcement of judicial decisions in Indonesia. This case demonstrates the intricacies that arise when a party defaults, particularly in terms of legal obligations and the repercussions for both plaintiffs and defendants. The ruling underscores that defaults may result in judicial repercussions, such as the forced execution of decisions if obligations are not fulfilled voluntarily. At the cassation level, the Supreme Court's involvement is a critical checkpoint that guarantees that lower court decisions are consistent with legal standards and principles. This case also underscores the importance of clear legal frameworks that govern defaults, as well as the rights of parties to seek redress when confronted with non-compliance. Additionally, the decision underscores the significance of procedural integrity in civil litigation. It ultimately contributes to the broader discourse on civil justice in Indonesia by examining the impact of defaults on the resolution of disputes and the enforcement of court judgments. The result not only resolves the specific issues at hand but also establishes a precedent for future cases that involve comparable circumstances. In summary, Case Study No. 91/Pdt.G/2021/PN.Plg is a critical reference point for comprehending the dynamics of civil case defaults at the cassation level. It demonstrates the potential of judicial decisions to influence legal interpretations and ensure adherence to the law, thereby improving the efficiency of Indonesia's civil justice system.

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