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The Social and Political Impact of Breach of Contract in Motor Vehicle Lease Agreements Based on the Indonesian Civil Code

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ABSTRACT

The relationship between companies and consumers is governed by binding agreements, intended to promote mutually beneficial cooperation and ensure smooth transactions. However, in practice, breaches of contract, such as delayed installment payments or violations of agreed terms, can occur. These breaches may have broader social and political implications, as they can affect consumer trust, economic stability, and the regulatory environment. This study aims to analyze the legal consequences of such breaches in motor vehicle lease agreements. Utilizing a normative legal research method with a qualitative descriptive approach, this research provides insights into the legal outcomes of defaults in motor vehicle lease agreements within the framework of the Civil Code. The study finds that the losing party in a civil case must bear the court costs. If there are multiple losing parties, the judge will determine how the costs are divided. This rule is important for ensuring legal certainty, preventing frivolous lawsuits, and ensuring that court proceedings are conducted fairly and efficiently.

Keywords: Vehicle Lease, Agreement, Default

ABSTRAK

Hubungan antara perusahaan dan konsumen diatur oleh perjanjian yang mengikat, yang dimaksudkan untuk mendorong kerjasama yang saling menguntungkan dan memastikan kelancaran transaksi. Namun, dalam praktiknya, pelanggaran kontrak, seperti keterlambatan pembayaran cicilan atau pelanggaran lain dari ketentuan yang telah disepakati, dapat terjadi. Pelanggaran ini dapat memiliki implikasi sosial dan politik yang lebih luas, karena dapat mempengaruhi kepercayaan konsumen, stabilitas ekonomi, dan lingkungan regulasi. Penelitian ini bertujuan untuk menganalisis akibat hukum dari pelanggaran-pelanggaran tersebut dalam perjanjian sewa beli kendaraan bermotor. Dengan menggunakan metode penelitian hukum normatif dengan pendekatan deskriptif

kualitatif, penelitian ini memberikan wawasan mengenai akibat hukum dari wanprestasi dalam perjanjian sewa beli kendaraan bermotor berdasarkan kerangka Kitab Undang-Undang Hukum Perdata. Penelitian ini menemukan bahwa pihak yang kalah dalam perkara perdata di pengadilan harus menanggung biaya perkara. Jika terdapat lebih dari satu pihak yang kalah, hakim akan menentukan pembagian biaya tersebut. Aturan ini penting untuk memberikan kepastian hukum, mencegah pengajuan perkara yang sembarangan, dan memastikan bahwa proses pengadilan berjalan dengan adil dan efisien.

Kata Kunci: Sewa Kendaraan, Perjanjian, Wanprestasi

INTRODUCTION

Social norms are guidelines or rules that dictate how individuals should behave in society to avoid causing harm to others. In the context of a state, these norms often manifest as legal principles, which serve as the foundation for social and political order. Legal principles are not merely written rules like laws; they are also the result of political processes that determine how society is governed and protected. (Erlina, 2021)

Indonesia, as a state governed by law, affirms this in Article 1, Paragraph 3 of the 1945 Constitution, which states that Indonesia is a *Rechtsstaat* (a state based on law), not a *Machtsstaat* (a state based on mere power). This declaration emphasizes that all actions in the nation's life, whether social, economic, or political, must be regulated by law.

Civil law plays a crucial role in regulating legal relationships between individuals and organizations, especially in daily transactions such as buying, selling, and leasing. However, as societal needs evolve, there is a shift in consumption patterns and economic interactions. For example, the increasing demand for motorcycles as a vital means of transportation has driven people to seek more affordable financing solutions, particularly through financing institutions or leasing companies. (Nurhayati., 2016)

Leasing has become a more flexible alternative compared to banking institutions, particularly in facilitating public access to goods like motorcycles. However, alongside these conveniences, there are potential social and political issues that may arise when a breach of contract occurs.

A breach of contract, which refers to the failure to fulfill contractual obligations, affects not only the relationship between the creditor and the debtor but also has broader implications for public trust in the legal system and economic stability. For instance, delayed installment payments or other violations of a motor vehicle lease agreement can create legal uncertainty and erode consumer trust, which in turn may affect the investment climate and economic growth. (Yansi & Tetuko, 2015)

Provisions regarding breaches of contract are regulated in Article 1267 of the Civil Code, which outlines the rights and obligations of the parties involved in such situations. By understanding the legal implications of breaches in motor vehicle lease agreements, we not only examine the legal aspects but also consider how these laws interact with the social and political dynamics in Indonesia. (Fransiska, 2021)

Therefore, this study aims to deeply analyze the legal consequences of breaches in motor vehicle lease agreements based on the Civil Code, while considering the

potential social and political impacts. This understanding is essential to ensure that the law functions not only as a regulatory tool but also as an instrument of justice that maintains social and political stability in Indonesia.

LITERATURE REVIEW

The legal consequences in civil law emerge from the existence of rights and obligations; when these are disrupted, legal repercussions arise because the essence of law is to protect society, both in public and private law. Legal actions mark the beginning of a legal regulation process, as they represent the moment when social events become subject to legal order. This separation between the legal and social worlds signifies the point at which social occurrences are brought under legal scrutiny. (Dirdjosisworo, 2010)

In the realm of social and political contexts, breaches of legal obligations—known as wanprestasi in Indonesian law, derived from the Dutch term "wanprestatie"—are critical in shaping the relationship between individuals and institutions. A wanprestasi refers to the failure to fulfill obligations stipulated within a legal contract, whether this contract is established through agreement or mandated by law. As per Article 1238 of the Indonesian Civil Code, a debtor is considered negligent once they are formally notified via a warning letter or similar legal notice, or when the terms of the agreement inherently imply negligence after a specified period.

In a broader social and political perspective, wanprestasi not only affects the immediate parties involved in the contract but also has wider implications for the trust in legal systems and economic stability. For example, a common form of wanprestasi is the delay in payment, which can be due to intentional or unintentional neglect by the debtor. According to Projodikoro, wanprestasi reflects the absence of an expected performance within a legal contract, and failure to meet these obligations can lead to significant legal and social consequences.

When a debtor fails to meet their obligations, the creditor or a court bailiff typically issues multiple warnings, known as somasi, at least three times. If these warnings are ignored, the creditor is entitled to take the matter to court, where the debtor's wanprestasi status is determined. The legal process involves providing the debtor with a written notice demanding the fulfillment of their obligations within a specified time frame. If the debtor fails to comply, they are officially declared in wanprestasi, leading to various legal consequences, including potential litigation.

Relevant research in this area provides further insight into the social and political ramifications of wanprestasi. For instance, a study by Tonny Murdiyanto RR and Lyia Aina Prihadiati on breaches of motor vehicle financing agreements at PT. Adira Finance reveals that legal consequences include fulfillment of the contract through compensation, termination of the agreement, and termination with damages. This aligns with Article 1267 of the Civil Code, which states that the aggrieved party can either compel the fulfillment of the agreement or seek its annulment along with compensation for costs, damages, and interest.

Another study by Jeany Anita Kermite on the legal consequences of wanprestasi in motor vehicle lease agreements highlights that such breaches can lead to compensation payments, immediate debt settlement by the consumer, asset seizure, public auction, and

potential lawsuits. Factors contributing to wanprestasi include consumers' lack of attention to contract details, high financing interest rates, bad faith from consumers, and carelessness on the part of the financing companies. (Murdiyanto & Prihadiati, 2022).

These studies underscore the critical importance of understanding wanprestasi not just as a legal concept but as a phenomenon with significant social and political implications. They illustrate how legal issues in private transactions can reverberate through broader societal contexts, affecting public trust in legal institutions, economic stability, and social cohesion. Therefore, addressing wanprestasi requires not only legal expertise but also a keen awareness of its broader social and political impact. (Kermite, 2020)

METHOD

The research method employed in this study is the normative legal research method. Normative legal research is a type of legal research methodology that bases its analysis on existing and relevant laws and regulations concerning the legal issues under investigation (Benuf & Azhar, 2020). In this context, normative legal research primarily relies on secondary data to examine the legal problems it addresses.

For this study, the researchers utilized a normative legal research approach with a qualitative descriptive method. Qualitative descriptive research is a method that uses qualitative data and describes it comprehensively. This type of data is particularly useful for analyzing social events, phenomena, or situations, where the data collected consists of words, images, and not numbers.

The data collection technique employed in this study involved conducting document reviews or studies using various secondary sources, such as legislation, court decisions, and legal theories. Additionally, the data gathered also includes reviews of various literature sources such as books, journals, and websites that provide information related to the legal consequences of breaches of contract (wanprestasi) in motor vehicle lease agreements.

In the context of social and political analysis, this normative legal research approach is crucial for understanding how legal frameworks interact with broader societal dynamics. By examining legal issues through a descriptive qualitative lens, the research not only provides a detailed understanding of the legal consequences of wanprestasi but also sheds light on the social and political implications of these legal outcomes.

For instance, the study of legal breaches in motor vehicle lease agreements can reveal broader patterns of economic behavior, consumer protection challenges, and the role of legal institutions in maintaining social order. The use of secondary data, including legislation and court decisions, allows for a comprehensive analysis of how legal principles are applied in real-world situations, and how these applications influence social stability and public trust in the legal system.

Furthermore, the inclusion of literature reviews from various sources broadens the scope of the research, ensuring that the analysis is informed by diverse perspectives and insights. This is particularly important in the context of social and political research,

where understanding the interplay between law, society, and politics requires a multidisciplinary approach.

The normative legal research method, combined with a qualitative descriptive approach, provides a robust framework for analyzing the legal, social, and political implications of wanprestasi in motor vehicle lease agreements. This approach not only clarifies the legal aspects of the issue but also contextualizes them within the broader social and political environment, offering valuable insights for policymakers, legal practitioners, and scholars alike.

RESULTS AND DISCUSSION

Legal protection for buyers who enter into sales agreements with good faith and for sellers who breach these agreements by failing to meet the stipulated conditions is a critical aspect of maintaining trust and fairness in commercial transactions. According to Article 1267 of the Indonesian Civil Code (KUHPerdata), buyers who experience a breach of contract by a seller have several avenues for recourse. These include demanding that the seller fulfill their contractual obligations, seeking compensation for damages, requesting contract performance with compensation, canceling the agreement, and seeking termination of the contract with compensation.

In the context of contractual agreements, it is stipulated that if one party delays fulfilling their obligations according to the agreed terms and within the specified timeframe, this constitutes a breach of the contract. The identification of a defect or shortcoming is closely related to the concept of negligence, which involves a notification from one party to the other, specifying the latest acceptable time for resolution. Consequently, the provision for limiting the performance of obligations cannot be separated from the determination of claims for breach of contract by a party.

From a social and political perspective, these legal provisions are essential for ensuring that contractual agreements are honored and that parties have mechanisms to seek redress in case of non-compliance. The protection offered by the law not only upholds individual rights but also contributes to the stability and predictability of commercial transactions, which are fundamental to economic development and social trust.

By enforcing these legal standards, the law seeks to create a fair and transparent marketplace where parties can engage in transactions with confidence. This legal framework plays a crucial role in preventing exploitation and ensuring that both buyers and sellers adhere to their commitments. In turn, this contributes to a more stable and equitable economic environment, fostering trust in legal institutions and promoting social harmony.

In summary, the legal provisions under Article 1267 KUHPerdata provide crucial protections for both buyers and sellers in contractual agreements. These protections help to ensure that contracts are executed as agreed, and they offer remedies for breaches that support fairness and accountability in commercial transactions. Understanding these provisions within the broader social and political context highlights their importance in maintaining trust and stability in economic relationships.

In the realm of contract law, the termination of an agreement can be initiated by any party who feels aggrieved. A contract may be annulled under specific circumstances, which include:

1. Violation of Subjective Validity Requirements: According to Article 1320, paragraphs 1 and 2 of the Indonesian Civil Code (KUHPerdata), a contract may be declared void if it was formed under conditions that fail to meet the essential elements of consent. This includes instances of lack of will (*wilsgebreke*) due to error, coercion, fraud, or incapacity (*ombekwaamheid*), making the contract voidable (*vernietigbaar*).
2. Violation of Objective Validity Requirements: As outlined in Article 1320, paragraphs 3 and 4, a contract may also be annulled if it does not fulfill the requirements for a valid object or if it involves an illegal cause, such as contravening laws, public order, or morals, rendering the contract legally null (*nietig*).

In accordance with Article 1265 KUHPerdata, the conditions for annulment involve situations where the contract is rendered void and everything is reverted to its original state as if the contract never existed. Key factors include default (*wanprestasi*), which is considered a breach of contract and often leads to annulment. This breach may arise when one party fails to meet their obligations, causing harm to the other party.

Contracts can be classified based on their nature:

1. Contracts to Provide Goods: These involve promises to buy, sell, exchange, donate, lease, or lend goods.
2. Contracts to Perform Actions: These include agreements to create works of art, labor contracts, etc.
3. Contracts to Abstain from Actions: These involve commitments not to engage in activities similar to those of others.

If a default occurs and both parties agree to terminate the contract, this can be done through mutual consent. However, if one party is unwilling, termination must be pursued through court proceedings. To request contract annulment for not meeting subjective requirements, one may:

1. Actively pursue a claim before a judge or court.
2. Await the initiation of annulment proceedings if the opposing party fails to meet their obligations, allowing for a defense that the contract does not meet the necessary subjective conditions for annulment.

A debtor accused of default can defend themselves by presenting several arguments:

1. Force Majeure: For instance, if the promised goods are lost or destroyed due to natural disasters or unrest.
2. Creditor Default: The debtor may argue that the creditor themselves has failed to meet their obligations, such as a buyer accusing a seller of late delivery while failing to make a down payment.
3. Waiver of Rights: The debtor may claim that the creditor has waived their right to seek damages, for example, if the buyer accepts subpar goods without complaint.

If a contract is terminated without justifiable cause, and if the contract is of a long duration, the aggrieved party can claim damages from the terminating party. Conversely, if unilateral termination occurs before the contract's execution, it may only result in the original conditions being deemed unmet.

Thus, a contract can only be terminated unilaterally if it fails to meet the legal subjective requirements. Termination can be pursued through a court application or defense. Unilateral termination without valid reason may lead to legal claims if the contract is still in effect. Conversely, if termination occurs before execution, it results in the original conditions being considered as unmet.

This analysis underscores the significance of legal frameworks in ensuring fair dealings and accountability in contracts. It highlights how legal protections and remedies are intertwined with social and political stability, fostering trust and fairness in commercial and personal transactions.

CONCLUSION

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REFERENCES

- A. Qirom Syamsudin Meliala, Pokok-pokok Hukum Perjanjian Beserta Perkembangannya, Liberty, Yogyakarta, 2010
- Ambar, R. M., Santoso, B., & Widhiyanti, H. N. (2018). Kajian Yuridis Pengesampingan Pasal 1266 dan Pasal 1267 Kitab Undang-Undang Hukum Perdata sebagai Syarat Batal dalam Perjanjian Kredit Perbankan. *DIVERSI: Jurnal Hukum*, 3(1), 70-92.
- Atmoko, D. (2019). PELAKSANAAN PERJANJIAN SERTA PERLINDUNGAN HUKUM PRAKTEK BISNIS WARALABA DI INDONESIA. *Jurnal Krtha Bhayangkara*, 44-75.
- Benuf, K., & Azhar, M. (2020). Metodologi Penelitian Hukum sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer. *Jurnal Gema Keadilan*.
- Cahyono. (n.d.). Pembatasan Asas "Freedom Of Contract" Dalam Perjanjian Komersial.
- Darmawan, H. A., Abunawas, & Dewanto, W. (2023). ANALISIS PENGATURAN TERHADAP WANPRESTASI (STUDI KASUS PUTUSAN PENGADILAN NEGERI NOMOR 365/PDT.G/2020/PN.JKT.BRT). *Jurnal Ilmiah Publika*, 128-134.
- Dirdjosisworo, S. (2010). Pengantar Ilmu Hukum. Jakarta: PT. Raja Grafindo.
- Elindra, F., Irianto, K. D., & Adriaman, M. (2023). Perlindungan Hukum Dalam Wanprestasi Perjanjian Jual Beli Antara Distributor Dengan Pedagang. *Sakato Law Journal*, 1(1), 67-74.
- Erlina. (2021). Hukum Perdata Indonesia. Lampung: Universitas Bandar Lampung (UBL) Press.
- Fadli, M. R. (2021). Memahami desain metode penelitian kualitatif. Humanika, Kajian Ilmiah Mata Kuliah Umum.
- Fransiska. (2021). Perjanjian Sewa Guna Usaha (Leasing). Law, Development & Justice Review.
- https://www.adira.co.id/informasi_umum. (n.d.). Retrieved Maret Sabtu, 2024, from <https://www.adira.co.id/>: <https://www.adira.co.id/>
- Indrayani. (2019). KAJIAN HUKUM KETERLAMBATAN MEMBAYAR (WANPRESTASI) DEBITUR DALAM PERJANJIAN SEWA BELI MENURUT ATURAN HUKUM YANG BERLAKU. 40-47.
- Kamsidah, & Devania Allysa Risbai. (n.d.). Artikel DJKN Mau bikin perjanjian, yuk simak hal-hal apa saja yang harus dipenuhi.
- Kermite, J. A. (2020). Akibat hukum bagi pihak yang Melakukan Wanprstasi dalam Perjanjian sewa Beli kendaraan bermotor. 139-148.
- Murdiyanto, T., & Priyadiati, L. A. (2022). Penyelesaian Wanprestasi oleh Debitur dalam Perjanjian Pembiayaan Kredit Kendaraan Bermotor di PT. Adira Finance. *Jurnal Hukum Kenotariatan*, 99-113.
- Nanono, I. K. (2020). WANPRESTASI TERHADAP SEWA BELI DAN AKIBAT HUKUMNYA MENURUT HUKUM PERDATA DI INDONESIA. *LEX ADMINISTRATUM*, 8(4).
- Nurhayati., B. R. (2016). Hukum Perdata, Hukum Perorangan dan Keluarga. Semarang: Penerbitan Universitas Katolik Soegijapranata.
- Nurhidayati, S. (2020). Akibat Hukum Pembatalan Akta Perjanjian Bagi Hasil (Studi Putusan Nomor 873 PK/Pdt/2017). *Jurnal Hukum Al-Hikmah: Media Komunikasi dan Informasi Hukum dan Masyarakat*, 1(2), 13-29.

- Pasaribu, W. (2023). Pembatalan Perubahan Direksi Dan Komisaris Debitur Oleh Kreditur Sebagai Akibat Pelanggaran Klausula Negative Covenant Dalam Perjanjian Kredit (Studi Kasus: Putusan No: 97/K/TUN/2023 jo. 218/B/2022/PT.TUN.JKT jo. 280/G/2021/PTUN.JKT). *Jurnal Ilmu Sosial dan Pendidikan (JISIP)*, 2441-24450.
- Rijali, A. (2018). Analisis Data Kualitatif. *Jurnal Alhadharah*.
- Rosyid, M. (2016). PRINSIP KEADILAN DALAM IJĀRAH MUNTAHIYAH BI ATTAMLĪK (IMBT); KUH PERDATA vs FIKIH KLASIK. *Jurnal ISLAMINOMIC*, 88-104.
- S, L. A. (2019). MEWUJUDKAN PENEGAKAN HUKUM YANG BAIK DI NEGARA HUKUM INDONESIA. *Jurnal Hukum Bisnis dan Investasi*.
- Salim H.S., Pengantar Hukum Perdata Tertulis (BW), Sinar Grafika, Jakarta, 2008
- Suparni, N. (2000). Kitab Undang-Undang Hukum Perdata. Jakarta: PT Rineka Cipta.
- Subekti, R., & Tjitrosudibio, R. (1999). Kitab undang-undang hukum perdata.
- Tiodor, P. C., Tjahyani, M., & Asmaniar. (2023). PEMBUKTIAN WANPRESTASI PERJANJIAN UTANG PIUTANG SECARA LISAN. *Jurnal Krisna Law*, 27-39.
- Wasaluwa. (2017). TINJAUN HUKUM ISLAM TERHADAP PERJANJIAN SEWA BELI PERUMAHAN BARCELONA KENTEN PALEMBANG
- Wirjono Prodjodikoro, Asas-asas Hukum Perjanjian, Sumur Pustaka, Bandung, 2012
- Yansi, N. H. (2015). *Analisis Kinerja Keuangan PT Adira Dinamika Multi Finance Tbk Dengan Analisis Rasio Dan Analisis Du Pont* (Doctoral dissertation, Universitas Mercu Buana).
- Yuliani, W. (2018). Metode penelitian deskriptif kualitatif dalam perspektif bimbingan dan konseling. *QUANTA: Jurnal Kajian Bimbingan Dan Konseling Dalam Pendidikan*, 2(2), 83-91.