

Default in the Cooperation Agreement Between Perum Perumnas and CV. Duta Promosi Regarding Home Construction and Marketing

Ecep Maman Hermawan¹⁾ & Jawade Hafidz²⁾

¹⁾ Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,
E-mail: ecepmananhermawan91@gmail.com

²⁾ Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,
E-mail: jawadehafidz@unissula.ac.id

Abstract. *This study aims to analyze: 1) The elements of default in the cooperation agreement between Perum Perumnas and CV Duta Promosi. 2) The legal consequences of default on land rights in the agreement. This type of research is empirical legal research. The approach method in this study is a sociological juridical approach. The data collection method uses interviews and library techniques (document study). The analysis in this study is prescriptive. The results of the study concluded: 1) The elements of default in the cooperation agreement between Perum Perumnas and CV Duta Promosi have fulfilled the elements of default as stipulated in Article 1243 of the Civil Code have been fulfilled. The first element, namely the existence of an agreement, is proven through a cooperation agreement on the construction and marketing of 1200 units of houses/shophouses on an area of $\pm$ 29 hectares. The second element, namely Not fulfilling obligations/there is a party that breaks the promise, is seen from the actions of CV Duta Promosi from 2012 to 2025 which only built $\pm$ 20 housing units out of $\pm$ 1200 units according to the agreement letter. The third element is that it has been declared negligent, but still does not carry out the contents of the agreement, evidenced by the negligence of CV. Duta Promosi which causes delays in the completion of the construction and marketing of houses/shophouses, instead diverting the construction and marketing activities of houses/shophouses to Jabon tree planting activities without the approval of Perum Perumnas. With the fulfillment of these elements, CV Duta Promosi is legally declared to have committed a breach of contract. 2) The legal consequences of the breach of contract committed by CV Duta Promosi have serious consequences from a civil aspect. In civil terms, the act of diverting the construction and marketing activities of houses/shophouses to Jabon tree planting activities unilaterally causes the cancellation of part of the contents of the agreement, gives rise to the responsibility to pay compensation, and opens the possibility of termination of the agreement by the injured party. Furthermore, this default also creates legal uncertainty over land ownership, hinders the development process, and has the*

potential to trigger agrarian conflicts. Therefore, a firm legal resolution is needed to restore legal certainty and protect the aggrieved parties.

Keywords: *Agreement; Cooperation; Default.*

1. Introduction

Agreements arise from differences or disparities in interests between the parties. The formulation of a contractual relationship generally begins with a negotiation process between the parties. Through negotiation, the parties attempt to create a mutually agreed-upon agreement. Through an agreement, these differences are accommodated and then framed by legal instruments, thus binding the parties.¹ An agreement creates a legal obligation or relationship that gives rise to rights and obligations for each party, thus an agreement in the form of a contract is essentially binding, even according to Article 1338 paragraph 1 of the Civil Code (KUHPerdata), this agreement has binding power as a provision for the parties who make it.²

An agreement is a legal relationship between two people or two parties, where one party can demand something from the other party, and the other party has an obligation to fulfill the demands given by the other party, the party who can demand something is called a creditor or can also be called a debtor, while the party who is obliged to fulfill the demands is usually called a debtor or the debtor, these demands or obligations are usually called achievements.³ An agreement is a source that gives rise to a contract, alongside other sources, namely the law. Such a relationship is based on an agreement between the two parties to perform a legal act, which then creates a legal relationship between the parties called a contract.⁴ In general, the valid requirements for an agreement are outlined in the Civil Code. Article 1320 of the Civil Code states that four conditions are required for an agreement to be valid: agreement, capacity to act, a specific matter, and a lawful cause.

A new agreement can be considered valid if all the provisions stipulated in Article 1320 of the Civil Code have been met. This information also reveals the factors that can invalidate an agreement. In detail, the conditions for capacity and

¹Lathifah Hanim, MS. Noorman, (2016), *Penyelesaian Perjanjian Kredit Bank Sebagai Akibatforce Majeure Karena Gempa di Yogyakarta*, *Jurnal Pembaharuan Hukum*, Faculty of Law, Unissula, Volume III Nomor 2, p.161

²Huala Adolf, (2006), *Dasar-Dasar Hukum Kontrak Internasional*, Bandung : Refika Aditama, p.15

³M Tjoanda, (2010), *Wujud Ganti Rugi Menurut Kitab Undang-Undang Hukum Perdata*, *Jurnal Sasi*, Volume 16, No. 4, p. 1

⁴Herry Susanto, (2010), *Peranan N otaris dalam Menciptakan Keputusan dalam Kontrak*, Yogyakarta : UII Press Indonesia, p.15

agreement in an agreement are classified as subjective conditions (conditions concerning the parties entering into the agreement). If any of these subjective conditions are not met, the agreement can be legally voided. the cancellation. Meanwhile, regarding a specific matter and its permissible cause, it is classified as an objective requirement (the object of the agreement). If one of these objective requirements is not met, the agreement is legally void. This means that the agreement is automatically void; in other words, the agreement is void from the moment it is made or deemed non-existent. These are the essential elements in entering into an agreement.⁵ With this agreement, the parties can anticipate an unexpected situation. desired which can be detrimental to one of the parties, such as default. Default is a condition in which one of the parties to an agreement fails to fulfill their obligations as agreed. According to Subekti, default can take the form of:⁶

1. Not carrying out any achievements at all.
2. Implementing achievements not on time.
3. Carrying out achievements but not according to the agreement.
4. Doing something prohibited in the agreement.

Default is a violation of the principle of *pacta sunt servanda* (agreements must be obeyed), as regulated in Article 1238 of the Civil Code, where the debtor is considered to be in default after being given a formal summons or warning. Default is regulated in Article 1243 of the Civil Code, which states that "reimbursement of costs, losses and interest due to failure to fulfill an obligation, only begins to be required if the debtor, after being declared to have failed to fulfill his obligation, continues to fail to do so, or if something that must be given or made can only be given or made within the time limit that has passed."⁷ The implementation of a business partnership agreement doesn't always go smoothly, and breaches of contract can occur, resulting in losses or defaults for the other party. For example, one party fails to fulfill an obligation within the specified timeframe.⁸ An example of a breach of contract is the housing development project under a partnership between Perum Perumnas and CV Duta Promosi. This partnership aims to provide housing for the community in Kubu Raya, West Kalimantan. As per the agreement, CV Duta Promosi is obligated to build 1,200 housing units with the support of bank credit facilities. However, the project has

⁵Kansil, (1994), *Pokok-Pokok Pengetahuan Hukum Dagang Indonesia Buku Kesatu Hukum Dagang Menurut KUHD Dan KUHPerdara*, Jakarta : Sinar Grafika, p. 191

⁶R Subekti, (1987), *Hukum Perjanjian*, Jakarta : Intermasa, p.45

⁷Mahfudzotin Nikmah, (2020), Akibat Hukum Perjanjian Jual Beli Rumah Melalui Kredit Pemilikan Rumah, *JCH (Jurnal Cendekia Hukum)*, Volume 6 Nomor 1, p.20

⁸Harry Dewantoro, Agus Surono, & Maslihati Nurhidayati, (2023), Tanggung Jawab Perdata Akibat Wanprestasi Dalam Kerjasama Pembangunan Gedung Bioskop, *Jurnal Magister Ilmu Hukum* Volume 7, Nomor 1, p.41–51.

never materialized. This failure to fulfill its obligations indicates a breach of contract, potentially detrimental to Perum Perumnas as the affected party.

2. Research Methods

This research is an empirical legal study. The approach employed is a sociological-juridical approach. The data used are primary and secondary data sourced from primary, secondary, and tertiary legal materials. Data collection methods include interviews and literature review techniques (document study). The analysis used is prescriptive.

3. Results and Discussion

3.1. Elements of Default in the Cooperation Agreement Between Perum Perumnas and CV Duta Promosi

The case of default between Perum Perumnas and CV Duta Promosi began with a 2012 cooperation agreement for the construction and marketing of 1,200 houses/shophouses on land owned by Perum Perumnas covering an area of $\pm$ 29 hectares in Kubu Raya, West Kalimantan. Perum Perumnas as the land owner acted based on the Management Rights certificate, while CV Duta Promosi was the implementing partner for the construction and marketing of houses/shophouses. However, in its implementation, CV Duta Promosi allegedly deviated from the agreed agreement by not carrying out the construction and marketing of houses/shophouses according to the agreed contract, and instead carried out the activity of planting jabon trees at the location. The activity of transferring the planting of jabon trees was allegedly carried out without the approval of Perum Perumnas. As a result, this case attracted the attention of the public and non-governmental organizations who spoke out regarding the transfer of land rights which was suspected of having occurred irregularities where the origin of land ownership rights from Management Rights to Building Use Rights in the name of an individual with a land area of $\pm$ 29 hectares, and this raised suspicions from law enforcement officials who began an investigation by examining a number of related parties, including land officials and parties from CV Duta Promosi.

The case between Perum Perumnas and CV Duta Promosi not only reflects the existence of a breach of contract in the implementation of the cooperation agreement, but also highlights the importance of fulfilling the conditions for a valid agreement. The conditions for a valid agreement according to Article 1320 of the Civil Code, are the existence of an agreement between those who bind

themselves, the existence of the capacity to make an agreement, the existence of a certain thing, and a lawful cause. If the conditions regarding agreement and capacity (subjective conditions) are not met, then an agreement can be canceled, meaning the agreement remains in effect until a decision is made by the judge, whereas if the conditions regarding a certain thing and a lawful cause (objective conditions) are not met, then an agreement is null and void, meaning that from the start it is considered that there was no agreement.⁹

The agreement regulation system is an open system in the sense that everyone is free to enter into agreements, whether they are regulated or not regulated by law. This can be concluded from the provisions contained in Article 1338 paragraph (1) of the Civil Code, which states that all agreements made legally apply as law for those who make them. In the theory of agreement law, there are 4 (four) important principles, namely the principle of freedom of contract, the principle of consensualism, the principle of *pacta sunt servanda*, and the principle of good faith.¹⁰

Legally, every legally made agreement will be binding as a law for those who have made it. Thus, the parties who entered into the agreement are bound to each other by the promises they made. Usually an agreement is reciprocal, except in unilateral agreements (*eenzijdig overeenkomst*) such as those regulated in Article 132 of the Civil Code (a wife who relinquishes her rights to joint property, Article 875 of the Civil Code (regarding wills) and Article 1084 of the Civil Code (receiving inheritance).¹¹

They are bound by the promises they make, and as stated in Article 1338 of the first part of the Civil Code, the agreement is binding as law for those who make it. As explained, in the Civil Code system, as stated in Article 1338 of the Civil Code, the principle of consensualism is adopted, namely that basically an agreement and the obligations that arise are born from the moment the agreement is reached. Especially in buying and selling, in Customary Law, it turns out that a mere promise does not have binding force, so it can be said that another event must occur for the promise to have legal consequences. This event is the transfer of something tangible, which is usually called a down payment or *panjer*. Viewed from the entire agreement, the transfer of the down payment by one party actually begins the

⁹<https://www.dio-tv.com/>, accessed april 10, 2025, at 23.00 WIB

¹⁰Subekti, (1985), *Hukum Perjanjian*, Jakarta : PT. Intermasa, p. 17

¹¹Marvita Langi, (2016), *Akibat Hukum Terjadinya Wanprestasi Dalam Perjanjian Jual Beli, Lex Privatum*, Volume 4 Nomor 3, p.100

implementation of the agreement, so that the agreement that has been given a down payment has the effect that the party who has received the down payment is in debt and has an obligation to fulfill its promise. In other words, the party receiving the down payment is bound by the agreement.¹²

Default or breach of contract is a condition caused by one party failing to fulfill an obligation or performance stipulated in a contract. Default can also be defined as failure to fulfill or neglecting to carry out obligations as stipulated in the agreement between the creditor and the debtor.¹³ Default or failure to fulfill a promise can occur either intentionally or unintentionally.¹⁴

If a debtor, due to his/her own fault, fails to fulfill the agreement, then the debtor is in default or in breach of promise. The term "due to his/her fault" is crucial, as the debtor fails to fulfill the promised obligations at all. According to M. Yahya Harahap, default can also be defined as the untimely or improper performance of an obligation.¹⁵ This results in if one of the parties does not fulfill or does not carry out the contents of the agreement that they have agreed to or that they have made, then the one who has violated the contents of the agreement has committed an act of default. Based on the expert opinion above, it can be concluded that the meaning of default is the understanding that says that a person is said to have committed default if he does not provide performance at all, is late in providing performance, performs performance not according to the provisions stipulated in the agreement.

Article 1233 of the Civil Code states that the sources of obligations are agreements and laws. An obligation is a legal relationship in the field of property law in which one party has the right to demand a performance and the other party is obliged to fulfill that performance. Meanwhile, according to Article 1313 of the Civil Code, an agreement is an act by which one or more people bind themselves to one or more other people.¹⁶ In legal terms, the word "agreement" indicates that the parties to the agreement have agreed to the terms of the promises they have

¹²Sunarjati Hartono, (1977), *Mencari Bentuk Dan Sistem Hukum Perjanjian Nasional Kita*, Bandung : Intermasa, p. 9.

¹³Salim HS, (2008), *Pengantar Hukum Perdata Tertulis (BW)*, Jakarta : Sinar Grafika, p.180.

¹⁴Ahmadi Miru, (2007), *Hukum Kontrak dan Perancangan Kontrak*, Jakarta : Rajawali Pers, p.74

¹⁵Yahya Harahap, (1982), *Segi segi Hukum Perjanjian*, Bandung : Alumni, p. 60

¹⁶Prayogo, Sedyo, (2016), *Penerapan Batas-Batas Wanprestasi dan Perbuatan Melawan Hukum Dalam Perjanjian*. *Jurnal Pembaharuan Hukum*, Volume 3, Nomor 2, p. 280

made. Therefore, an agreement is an act by which one or more parties bind themselves to one or more other people.¹⁷

The elements of default in the cooperation agreement between Perum Perumnas and CV Duta Promosi are:¹⁸

1. The existence of a valid agreement

The first element of breach of contract is the existence of a valid agreement, as stipulated in Article 1320 of the Civil Code. The cooperation agreement between Perumnas and CV Duta Promosi was legally made with the object of building and marketing 1,200 houses/shophouses on approximately 29 hectares of land in Ambawang Kuala village. The agreement was signed by both parties, indicating that there was an agreement and that the valid conditions of the agreement had been met.

2. There are errors (due to negligence and intent)

a. Completely failed to fulfill the performance/obligation.

The performance referred to here refers to the obligations agreed upon in the agreement. If the obligated party fails to perform at all, it constitutes a breach of contract. CV Duta Promosi has clearly failed to fulfill its obligations under the agreement.

b. The achievements made were not perfect.

In this case, even if CV Duta Promosi didn't complete the construction, if they had worked on a small portion of the project and the quality didn't meet the agreement, that could also be considered an imperfect performance. However, in this case, the diversion of activities by planting jabon trees on the land and the failure to complete the construction more clearly demonstrate a breach of contract.

c. Late in fulfilling achievements

If the performance is not delivered on time, the late party can be considered in breach of contract. In terms of implementation time, CV Duta Promosi has clearly committed a breach of contract through chronic delays. Projects that were supposed to be completed within a specific timeframe have shown no significant progress. These delays are not technical or due to force majeure, but rather the

¹⁷Prasetyo, Hananto, (2017), Pembaharuan Hukum Perjanjian Sportentertainment Berbasis Nilai Keadilan, *Jurnal Pembaharuan Hukum*, Volume 4, No. 1, p. 66.

¹⁸*Ibid.*,

result of deliberate failure to fulfill obligations. Even after reasonable deadlines have passed, the company has made no real effort to catch up or provide alternative solutions.

d. Doing what is prohibited in the agreement.

Sometimes, agreements contain provisions that explicitly prohibit certain parties from taking certain actions. If such actions were taken, they could also constitute a breach of contract. The most serious aspect of the breach in this case was CV Duta Promosi's active actions, which blatantly violated the terms of the agreement.

3. There is a loss

The element of loss in breach of contract refers to all forms of loss experienced by the injured party due to failure in implementing the agreement. In the context of the cooperation agreement between Perum Perumnas and CV Duta Promosi, the losses experienced by Perumnas can be in the form of various types of losses, both material and immaterial. However, materially, Perum Perumnas has not experienced significant financial losses due to the incomplete construction and marketing of the planned houses/shophouses because in this case it turns out that Perum Perumnas has received a share of the profits according to the agreed value from CV. Duta Promosi.

4. The existence of sanctions can take the form of compensation, resulting in cancellation of the agreement, transfer of risk, and payment of court costs (if the problem is brought to court).

The element of sanctions in breach of contract refers to the legal consequences that must be accepted by the party who breaks the promise due to their inability to fulfill the obligations stated in the agreement. In this case, CV Duta Promosi as the party that does not fulfill its obligations according to the agreement can be subject to several forms of sanctions in accordance with applicable law. One of the sanctions that can be applied is compensation. Compensation is compensation that must be paid by the party who commits a breach of contract to compensate for the losses incurred. In the agreement between Perumnas and CV Duta Promosi, Perumnas has the right to claim compensation for all losses suffered due to the failure of construction caused by CV Duta Promosi's default. This compensation can include costs already incurred by Perumnas, including the costs of materials, labor, and other financial losses arising from delays and project failures, but in this case it turns out that Perum Perumnas has received a share of

the sales proceeds worth the agreed amount from CV. Duta Promosi so in this case Perum Perumnas has no claim for compensation from CV. Duta Promosi.

Based on the results of the analysis of the elements of default in the cooperation agreement between Perum Perumnas and CV Duta Promosi, it can be concluded that CV Duta Promosi has clearly violated the contents of the mutually agreed agreement but in this case financially Perum Perumnas has not been too disadvantaged because CV. Duta Promosi has paid the agreed share of sales proceeds. However, legally, default occurs when one of the parties in an agreement does not carry out its obligations or carries out its obligations but not in accordance with the contents of the agreement, so even though no party feels financially disadvantaged, the act has fulfilled the elements of default as regulated in Article 1243 of the Civil Code, which regulates the legal consequences if one of the parties in the agreement does not fulfill its performance or because there is a violation of the contents of the agreement.

3.2. Legal Consequences of Default on Land Rights in the Cooperation Agreement between Perum Perumnas and CV Duta Promosi

Business activities often involve collaboration between legal entities. Therefore, a binding agreement is required between the two parties. An agreement creates a legal bond or relationship that creates rights and obligations for each party. Therefore, an agreement in the form of a contract is inherently binding.¹⁹ Legally, every legally made agreement is legally binding for those who make it. Therefore, the parties to the agreement are bound by the promises they make.²⁰

According to Merry Tjoanda, an agreement is a legal relationship between two people or two parties, where one party can demand something from the other party, and the other party has an obligation to fulfill the demands given by the other party, the party who can demand something is called a creditor or can also be called a debtor, while the party who is obliged to fulfill the demands is usually called a debtor or the debtor, these demands or obligations are usually called achievements.²¹ If one party fails to fulfill its obligations as agreed, it constitutes a breach of contract. In capital systems that involve cooperative ventures or profit-sharing between creditors and debtors, the implementation of these agreements

¹⁹Lala Alwi, Ganti Kerugian Akibat Wanprestasi Perjanjian Kerja Sama (Bagi Hasil) Kajian KUHPERDATA, *Kanjoli: Business Law Review*, Volume 1 Nomor 2, p.106

²⁰Marvita Langi, (2016), Akibat Hukum Terjadinya Wanprestasi Dalam Perjanjian Jual Beli, *Lex Privatum*, Volume 4 Nomor 3, p.100

²¹M Tjoanda, (2010), Wujud Ganti Rugi Menurut Kitab Undang-Undang Hukum Perdata, *Jurnal Sasi*, Volume 16, Nomor 4, p. 1

often fails, resulting in breaches of contract, resulting in losses or defaults for the first party.²²

Default or breach of contract is a condition caused by one party failing to fulfill an obligation or performance stipulated in a contract. Default can also be defined as failure to fulfill or neglecting to carry out obligations as stipulated in the agreement between the creditor and the debtor.²³ Default or failure to fulfill a promise can occur either intentionally or unintentionally.²⁴

The following are some of the legal consequences of default on the transfer of activities over land rights in the agreement:

1. Transfer of activities over land rights without consent

The legal consequences of this unauthorized transfer of activities over land rights can include the cancellation of the transfer transaction and the obligation to return the land to the rightful party, namely Perumnas. In addition, parties who carry out the transfer of activities over land rights without permission can be subject to sanctions in the form of compensation for losses incurred as a result of such actions, which can include material losses (wasted project costs and profits) and immaterial losses (reputational losses for Perumnas).

2. Cancellation of Agreement and Return of Land Status

If a breach of contract occurs in the form of an inability to fulfill obligations and non-compliance with the agreement in the agreement regarding the status of the Building Use Rights land, but the planting of jabon trees is carried out which should be on the status of the Land Use Rights land, then one of the possible legal consequences is the cancellation of the agreement itself. In this case, the cancellation of the agreement can cause Perumnas to lose its right to continue the housing project, and all obligations between the two parties become null and void.

Furthermore, if the agreement contains a clause governing the return of land or the transfer of activities based on land rights, CV Duta Promosi must return the land to Perumnas in the same condition as when the initial agreement was signed. This return could potentially involve the restitution of previously transferred land ownership rights, including all costs incurred in the process.

²²Harry Dewantoro, Agus Surono, & Maslihati Nurhidayati, (2023), Tanggung Jawab Perdata Akibat Wanprestasi Dalam Kerjasama Pembangunan Gedung Bioskop, *Jurnal Magister Ilmu Hukum*, Volume 7, Nomor 1, p. 51.

²³Salim HS, (2008), *Pengantar Hukum Perdata Tertulis (BW)*, Jakarta : Sinar Grafika, p.180.

²⁴Ahmadi Miru, (2007), *Hukum Kontrak dan Perancangan Kontrak*, Jakarta : Rajawali Pers, p.74

3. Transfer of Risk and Responsibility for Land

Defaults related to land rights can also affect the transfer of risk between the two parties. Agreements typically contain clauses that regulate who will bear the risk of losses related to the land, for example, if the land cannot be used for its intended purpose or if legal issues prevent its use. If CV Duta Promosi defaults, particularly regarding the status or ownership of the land, CV Duta Promosi could be held fully responsible for any losses arising from this.

4. Compensation for Losses to Land

In the event of a breach of contract relating to land rights, Perumnas has the right to demand compensation from CV Duta Promosi for losses arising from the first party's inability to provide land in accordance with the terms agreed upon in the agreement. This compensation may cover all costs incurred by Perumnas to acquire the land, legal fees, and other potential financial losses resulting from delays in the housing development project.

5. Other Legal Actions That Can Be Taken by Perumnas

In situations where a breach of contract leads to more complex issues related to land rights, Perumnas can take further legal action, including filing a lawsuit to request restoration of land rights or greater compensation. If there is a transfer of land rights without consent, Perumnas has the right to request the cancellation of the transfer transaction and file a lawsuit to restore the land's original status. Furthermore, if the breach of contract leads to more serious legal violations, such as fraud or falsification of documents related to land status, Perumnas can also demand criminal sanctions against the party committing the breach.

Overall, a breach of contract in the cooperation agreement between Perum Perumnas and CV Duta Promosi involving land rights can result in a number of legal consequences, ranging from cancellation of the agreement, risk transfer, compensation, to legal action to restore the land rights that have been harmed. Therefore, it is important for both parties to ensure compliance with the provisions agreed upon in the agreement, so that land rights and the smooth running of the project remain guaranteed, as well as guarantee legal protection and legal certainty for both parties.

4. Conclusion

Based on the analysis of the cooperation agreement between Perum Perumnas and CV Duta Promosi, it can be concluded that the elements of breach of contract as stipulated in Article 1243 of the Civil Code have been fulfilled, including the existence of an agreement, errors in the form of violations of the contents of the agreement, the occurrence of losses, and the existence of legal consequences. The

consequences of this breach of contract cause losses, legal uncertainty regarding the status of the land, and can lead to legal proceedings, which overall show a serious impact on the legal relationship between the parties and the stability of the development project.

5. References

Journals:

- Ahmadi Miru, (2007), *Hukum Kontrak dan Perancangan Kontrak*, Jakarta : Rajawali Pers
- Harry Dewantoro, Agus Surono, & Maslihati Nurhidayati, (2023), Tanggung Jawab Perdata Akibat Wanprestasi Dalam Kerjasama Pembangunan Gedung Bioskop, *Jurnal Magister Ilmu Hukum* Volume 7, Nomor 1
- Lala Alwi, Ganti Kerugian Akibat Wanprestasi Perjanjian Kerja Sama (Bagi Hasil) Kajian KUHPERDATA, *Kanjoli: Business Law Review*, Volume 1 Nomor 2
- Lathifah Hanim, MS. Noorman, (2016), Penyelesaian Perjanjian Kredit Bank Sebagai Akibatforce Majeure Karena Gempa di Yogyakarta, *Jurnal Pembaharuan Hukum*, Faculty of Law, Unissula, Volume III Nomor 2
- M Tjoanda, (2010), Wujud Ganti Rugi Menurut Kitab Undang-Undang Hukum Perdata, *Jurnal Sasi*, Volume 16, No. 4
- Mahfudzotin Nikmah, (2020), Akibat Hukum Perjanjian Jual Beli Rumah Melalui Kredit Pemilikan Rumah, *JCH (Jurnal Cendekia Hukum)*, Volume 6 Nomor 1
- Marvita Langi, (2016), Akibat Hukum Terjadinya Wanprestasi Dalam Perjanjian Jual Beli, *Lex Privatum*, Volume 4 Nomor 3
- Prasetyo, Hananto, (2017), Pembaharuan Hukum Perjanjian Sportentertainment Berbasis Nilai Keadilan, *Jurnal Pembaharuan Hukum*, Volume 4, No. 1
- Prayogo, Sedyo, (2016), Penerapan Batas-Batas Wanprestasi dan Perbuatan Melawan Hukum Dalam Perjanjian. *Jurnal Pembaharuan Hukum*, Volume 3, Nomor 2

Books:

- Herry Susanto, (2010), *Peranan N otaris dalam Menciptakan Kepatutan dalam Kontrak*, Yogyakarta : UII Press Indonesia
- Huala Adolf, (2006), *Dasar-Dasar Hukum Kontrak Internasional*, Bandung : Refika Aditama
- Kansil, (1994), *Pokok-Pokok Pengetahuan Hukum Dagang Indonesia Buku Kesatu Hukum Dagang Menurut KUHD Dan KUHPERdata*, Jakarta : Sinar Grafika
- R Subekti, (1987), *Hukum Perjanjian*, Jakarta : Intermasa
- Salim HS, (2008), *Pengantar Hukum Perdata Tertulis (BW)*, Jakarta : Sinar Grafika
- Subekti, (1985), *Hukum Perjanjian*, Jakarta : PT. Intermasa
- Sunarjati Hartono, (1977), *Mencari Bentuk Dan Sistem Hukum Perjanjian Nasional Kita*, Bandung : Intermasa
- Yahya Harahap, (1982), *Segi segi Hukum Perjanjian*, Bandung : Alumni

Internet:

<https://www.dio-tv.com/>, accessed april 10, 2025, at 23.00 WIB

Regulation:

Civil Code (KUHPperdata).

Government Regulation Number 24 of 2016 concerning Amendments to
Government Regulation Number 37 of 1998 concerning Regulations on the
Position of Land Deed Making Officials.

Law Number 10 of 1998 concerning Banking.

Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to
Law Number 30 of 2004 concerning the Position of Notary

The 1945 Constitution of the Republic of Indonesia