

**LEGAL ANALYSIS OF BREACH OF PROMISE (BREACH OF
PERFORMANCE) IN THE DECISION OF THE RANTAUPRAPAT
DISTRICT COURT NUMBER 9/Pdt.GS/2022/PN RANTAUPRAPAT**

Raja Achmad Parluhutan Rambe, Andryan

Email: rajaahmad@gmail.com

Universitas Muhammadiyah Sumatera Utara

ABSTRACT

This study examines the application of civil law to a case of default in the Rantauprapat District Court Decision Number 9/Pdt.GS/2022/PN Rantauprapat. The research method uses a normative juridical approach with literature review and decision analysis. The results show that the judge has applied the provisions of the Civil Code, specifically Articles 1243 and 1250, by imposing a debt repayment obligation, a 6% per annum moratorium interest, and seizing collateral on the defendant's assets. This decision reflects legal protection for creditors and the application of the principle of *pacta sunt servanda*. However, obstacles to the execution of the decision and the slow judicial process remain major obstacles. This study recommends improving regulations related to the execution of decisions and the application of *dwangsom* to ensure legal certainty.

Keywords: Legal Protection, Court Decision, Civil Law.

A. Introduction

An agreement is a legal instrument that binds the parties in accordance with the principle of *pacta sunt servanda* as stipulated in Article 1338 of the Civil Code. In everyday practice, agreements play a crucial role as they form the basis for almost all legal relationships, whether in trade, banking, or simple borrowing between individuals. However, not all agreements operate according to the wishes of the parties. In reality, situations often occur where one party fails to fulfill its obligations as agreed. This breach of agreement is known as breach of contract or default. Default has significant legal consequences, including compensation, fulfillment of the agreement, cancellation, or additional sanctions such as interest moratoriums. One concrete case related to breach of contract is the debt case between Erna Br. Sinabang (plaintiff) and Guntur Siringo-Ringo (defendant), which was decided by the

Rantauprapat District Court through Decision Number 9/Pdt.GS/2022/PN Rantauprapat. In this case, the defendant was found in default for failing to repay a loan of Rp250,000,000, despite a loan agreement and land collateral. The judge ordered the defendant to settle the debt, pay 6% annual interest, and seize the defendant's assets. The issue that arose was how the judge applied civil law to this default case and to what extent the decision provided legal protection for creditors.

B. Research Methods

A study cannot be called research if it does not have a research method.¹ Research methods are one of the factors of a problem that will be discussed. The study was conducted using secondary data which was analyzed qualitatively using the Desk Research Method. The literature materials used in writing this research are several references originating from research results, studies, and reviews of several writings which are then summarized into a scientific paper.²

C. Discussion

In Rantauprapat District Court Decision Number 9/Pdt.GS/2022, the judge deemed the defendant to be in default by failing to repay the Rp250,000,000 debt as agreed. The judge referred to Article 1238 of the Civil Code, which states that a debtor is considered negligent if they have broken a promise verbally or in writing. The judge also imposed a 6% annual moratorium interest payment as stipulated in Article 1250 of the Civil Code. Furthermore, the judge imposed a security interest seizure on the defendant's assets to ensure certainty of payment. This decision aligns with the principles of justice and legal certainty and provides adequate legal protection for creditors. However, obstacles remain during the execution phase. In Indonesia, the process of executing civil judgments is often hampered by administrative factors and resistance from the defendant. This prevents creditors from immediately receiving their rights even though a decision has become legally binding. When compared with Supreme Court jurisprudence, there is a consistency in the use of the 6% moratorium interest. However, unlike the common law system, which places greater emphasis on the principle of specific performance, Indonesian law still prioritizes financial compensation. Therefore, this study

¹ Hanifah, I., Hariyanto, H., Ginting, L., Koto, I., & Syafriana, R. (2026). Legal Protection of Indonesia's Fisheries from Foreign Investment: A Social-State Approach. *Jurnal IUS Kajian Hukum dan Keadilan*, 14(1).

² Simatupang, R. S. A., Hanifah, I., & Mansar, A. (2025). The Concept of Restitution as Legal Accountability in the Crime of Human Trafficking. *Pena Justisia: Media Komunikasi dan Kajian Hukum*, 24(1), 3554-3462.

recommends legal reform, particularly in the enforcement mechanism for civil judgments and the implementation of dwangsom (forfeiture) to provide a deterrent effect to negligent debtors.

D. Conclusion

Based on the research results, it can be concluded that: 1. The defendant was proven to have committed a breach of contract in the debt case. 2. The judge has applied the provisions of the Civil Code appropriately through the obligation to pay debts, moratorium interest, and collateral seizure. 3. Legal protection for creditors is relatively fulfilled, although execution constraints remain a major obstacle. Recommendation: There is a need for an update to the Civil Code, consistent application of dwangsom, and improvement of the decision execution mechanism to ensure legal certainty

Bibliography

Civil Code (Burgerlijk Wetboek).

Hanifah, I., Hariyanto, H., Ginting, L., Koto, I., & Syafriana, R. (2026). Legal Protection of Indonesia's Fisheries from Foreign Investment: A Social-State Approach. *Jurnal IUS Kajian Hukum dan Keadilan*, 14(1).

R. Setiawan, *Principles of Contract Law*, Bandung: Binacipta, 2019.

Rantauprapat District Court Decision Number 9/Pdt.GS/2022/PN Rantauprapat.

Simatupang, R. S. A., Hanifah, I., & Mansar, A. (2025). The Concept of Restitution as Legal Accountability in the Crime of Human Trafficking. *Pena Justisia: Media Komunikasi dan Kajian Hukum*, 24(1), 3554-3462.

Subekti, *Contract Law*, Jakarta: Intermasa, 2018.

Supreme Court Decision No. 2031 K/Pdt/2019; No. 613 K/Pdt/2022.s, 16(2), 686-700.