

**ANALISIS YURIDIS TERHADAP WANPRESTASI
DALAM PERJANJIAN HUTANG PIUTANG DITINJAU BERDASARKAN
HUKUM POSITIF INDONESIA
(Studi Putusan Nomor 14/Pdt.g.s/2024/PN.sgr)**

Oleh

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ABSTRAK

Penelitian ini bertujuan untuk menganalisis pertimbangan hakim serta akibat hukum dalam kasus wanprestasi perjanjian hutang piutang berdasarkan Putusan No. 14/Pdt.G.S/2024/PN.Sgr. Fokus penelitian terletak pada kekosongan pengaturan hukum terkait perjanjian sepihak. Penelitian ini menggunakan metode pendekatan yuridis normatif dengan teknik analisis deskriptif kualitatif. Hasil penelitian menunjukkan bahwa hakim menganggap surat pernyataan sepihak dari tergugat sebagai bukti sahnya perjanjian meskipun tidak ditandatangani oleh penggugat. Hasil kajian menunjukkan bahwa hakim menilai surat pernyataan sepihak dari tergugat sebagai dasar sah perjanjian yang mengikat secara hukum, yang dinilai telah menimbulkan ketidakpastian hukum karena tidak memenuhi asas konsensualisme yang diwajibkan oleh Pasal 1320 KUHPerdara. Temuan ini menegaskan perlunya harmonisasi interpretasi hukum dan ketegasan batas antara perikatan dan perjanjian dalam KUHPerdara. Hal ini berimplikasi pada ketidakpastian hukum dan berpotensi membuka celah interpretasi hukum yang kontradiktif di masa mendatang.

Kata kunci: Wanprestasi, Perjanjian, Putusan, KUHPerdara.

**A LEGAL ANALYSIS OF BREACH OF DEFAULT IN DEBT
AGREEMENTS AS REVIEWED BASED ON INDONESIAN POSITIVE LAW
(Study of Decision Number 14/Pdt.g.s/2024/PN.sgr)**

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ABSTRACT

This study aims to analyze the judge's considerations and legal consequences in cases of breach of debt agreements based on Decision No. 14/Pdt.G.S/2024/PN.Sgr. The focus of research lies in the void of ilateral binding legal arrangements. This study uses a normative legal approach with qualitative descriptive analysis techniques. The research findings indicate that judges consider a unilateral statement from the defendant as valid evidence of an agreement even though it was not signed by the plaintiff. The study also indicates that judges consider a unilateral statement from the defendant as the valid basis for a legally binding agreement, which is considered to have created legal uncertainty because it does not meet the principle of consensualism required by Article 1320 of the Civil Code. This finding emphasizes the need for harmonization of legal interpretation and clarity of the boundaries between obligations and agreements in the Civil Code. This has implications for legal uncertainty and has the potential to open up loopholes for contradictory legal interpretations in the future.

Keywords: Breach of Contract, Agreement, Decision, Civil Code.