

**ASAS *EXCEPTIO NON ADIMPLETI CONTRACTUS* DALAM  
PEMBATALAN PERJANJIAN (Studi Putusan: No.804/Pdt.G/2022/PN DPS)**

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**ABSTRAK**

Penelitian Penelitian ini menganalisis doktrin hukum perdata *exceptio non adimpleti contractus* yang memberikan hak bagi pihak dalam perjanjian timbal balik untuk menanggungkan pemenuhan prestasi apabila pihak lawan belum melaksanakan kewajibannya. Mengingat Kitab Undang-Undang Hukum Perdata (KUHPerduta) belum mengatur asas ini secara eksplisit, timbul kekosongan norma yang berpotensi memicu ketidakpastian hukum dalam praktik peradilan. Fokus utama penelitian ini adalah mengevaluasi implikasi penerapan asas tersebut pada perjanjian sewa-menyewa serta membedah pertimbangan hukum hakim dalam Putusan Pengadilan Negeri Denpasar Nomor 804/Pdt.G/2022/PN Dps. Melalui metode penelitian hukum normatif dengan pendekatan perundang-undangan dan pendekatan kasus, ditemukan bahwa penerapan asas *exceptio non adimpleti contractus* dalam perkara *a quo* belum sepenuhnya merepresentasikan prinsip keseimbangan dan keadilan kontraktual akibat adanya disparitas penafsiran mengenai pihak yang terlebih dahulu melakukan wanprestasi. Selain itu, pertimbangan hakim cenderung menitikberatkan pada fakta pelaksanaan prestasi secara materiil daripada esensi asas timbal balik kewajiban para pihak. Penelitian ini menyimpulkan perlunya penguatan regulasi atau kodifikasi yang jelas mengenai asas tersebut dalam hukum perjanjian nasional guna menjamin kepastian hukum, konsistensi putusan, serta perlindungan bagi pihak yang beritikad baik.

**Kata Kunci :** Asas *Exceptio Non Adimpleti Contractus*, Perjanjian Sewa-Menyewa, Wanprestasi.

**THE PRINCIPLE OF EXCEPTIO NON ADIMPLETI CONTRACTUS IN  
THE CANCELLATION OF AGREEMENTS (Case Study: No.  
804/Pdt.G/2022/PN DPS)**

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**ABSTRACT**

*Research This study analyzes the civil law doctrine of exceptio non adimpleti contractus, which gives parties to a reciprocal agreement the right to suspend performance if the other party has not fulfilled its obligations. Given that the Civil Code (KUHPerdata) does not explicitly regulate this principle, there is a normative gap that has the potential to trigger legal uncertainty in judicial practice. The main focus of this study is to evaluate the implications of applying this principle to lease agreements and to examine the legal considerations of the judge in Denpasar District Court Decision Number 804/Pdt.G/2022/PN Dps. Through a normative legal research method with a legislative and case approach, it was found that the application of the exceptio non adimpleti contractus principle in the case in question did not fully represent the principles of contractual balance and fairness due to disparities in interpretation regarding which party was in default first. In addition, the judge's considerations tended to focus on the facts of the material performance rather than the essence of the principle of reciprocity of obligations between the parties. This study concludes that there is a need to strengthen regulations or codify the principle clearly in national contract law to ensure legal certainty, consistency of decisions, and protection for parties acting in good faith.*

**Keywords :** *The Principle Of Exceptio Non Adimpleti Contractus, Lease Agreement, Default.*