

MORATOIRE INTEREST LAWSUIT DUE TO DEFAULT IN SALE AND PURCHASE AGREEMENT

(Analysis of Case Decision Number 40/Pdt.G/2022/PN.Sby)

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ABSTRACT

This research was conducted on Court Decision Number 40/Pdt.G/2022/PN.Sby regarding the moratoire interest lawsuit due to default in sale and purchase agreement. The purpose of this study is to analyze the legal consequences of default in a sale and purchase agreement and the judges legal considerations in deciding moratoire interest due to default in Case Decision Number 40/Pdt.G/2022/PN.Sby. The research method used in this research is juridical normative with descriptive analysis research specifications. The data source in this research is secondary data which includes primary legal materials, secondary legal materials and tertiary legal materials. The data collection method is done by literature studies. Data presentation in this research is done systematically in the form of narrative text and data analysis is done normative qualitative.

Based on the research results and discussion, it shows that first, the legal consequences of default committed by the Defendant as the buyer, namely having to pay compensation in the form of the remaining bills that were not paid in the amount of IDR 509.313.500 (five hundred nine million three hundred thirteen thousand five hundred rupiah) along with moratoire interest of 6% (six percent) of the total losses suffered by the Plaintiff as the seller, this is in accordance with the provisions in Article 1243 of the Civil Code. In addition, the Defendant was burdened with court costs of IDR 755.000 (seven hundred and fifty five thousand rupiah) as stated in Article 181 HIR. The form of default committed by the defendant is late achievement. Second, the results showed that the judges legal consideration in deciding moratoire interest due to default was appropriate and in accordance with Article 1250 of the Civil Code and State Gazette 1848 Number 22 by punishing the Defendant to compensate in the form of moratoire interest of 6% (six percent) a year, starting from the time the case was registered with the Surabaya District Court.

Keywords: Purchase Agreement, Default, Moratoire Interest

**GUGATAN BUNGA MORATOIR AKIBAT WANPRESTASI DALAM
PERJANJIAN JUAL BELI**

(Analisis Putusan Perkara Nomor 40/Pdt.G/2022/PN.Sby)

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ABSTRAK

Penelitian ini dilaksanakan terhadap Putusan Pengadilan Nomor 40/Pdt.G/2022/PN.Sby mengenai gugatan bunga moratoir akibat wanprestasi dalam perjanjian jual beli. Tujuan penelitian ini adalah untuk menganalisis akibat hukum wanprestasi dalam perjanjian jual beli dan pertimbangan hukum hakim dalam memutuskan bunga moratoir akibat wanprestasi pada Putusan Pengadilan Nomor 40/Pdt.G/2022/PN.Sby. Metode penelitian yang digunakan dalam penelitian ini adalah yuridis normatif dengan spesifikasi penelitian deskriptif analitis. Sumber data dalam penelitian ini adalah data sekunder yang meliputi bahan hukum primer, bahan hukum sekunder dan bahan hukum tersier. Metode pengumpulan data dilakukan dengan studi kepustakaan. Penyajian data dalam penelitian ini dilakukan secara sistematis dalam bentuk teks naratif dan analisis data dilakukan secara normatif kualitatif.

Berdasarkan hasil penelitian dan pembahasan menunjukkan bahwa pertama, Akibat hukum terjadinya wanprestasi yang dilakukan oleh Tergugat selaku pembeli yaitu harus membayar ganti rugi berupa sisa tagihan yang tidak dilunasi sebesar Rp509.313.500 (lima ratus sembilan juta tiga ratus tiga belas ribu lima ratus rupiah) beserta bunga moratoir sebesar 6% (enam persen) dari total kerugian yang dialami Penggugat selaku penjual, hal ini sesuai dengan ketentuan dalam Pasal 1243 KUHPerduta. Selain itu Tergugat dibebani biaya perkara sebesar Rp755.000 (tujuh ratus lima puluh lima ribu rupiah) sebagaimana tercantum dalam Pasal 181 HIR. Adapun bentuk wanprestasi yang dilakukan tergugat yaitu terlambat berprestasi. Kedua, diperoleh hasil penelitian bahwa pertimbangan hukum hakim dalam memutuskan bunga moratoir akibat wanprestasi sudah tepat dan sesuai dengan Pasal 1250 KUHPerduta dan Lembaran Negara Tahun 1848 Nomor 22 dengan menghukum Tergugat untuk mengganti kerugian berupa bunga moratoir sebesar 6% (enam persen) per tahun, dimulai sejak perkara didaftarkan ke Pengadilan Negeri Surabaya.

Kata Kunci: Perjanjian Jual Beli, Wanprestasi, Bunga Moratoir