

CHAPTER V

CONCLUSION

A. Conclusion

Based on the results of the research and discussion of the Decision on Case Number 40/Pdt.G/2022/PN.Sby, the following conclusions can be drawn:

1. The legal consequences of the default committed by the Defendant as the buyer, namely having to pay compensation in the form of the remaining unpaid bills 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 loss 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 is burdened with paying court costs of IDR 755.000 (seven hundred fifty five thousand rupiah). As for the form of default of the Defendant as the buyer, it is related to the form of default according to **J. Satrio**, it is included in the form of late achievement because the Defendant did not carry out its obligations as it should, namely not paying off the remaining payment for the product it had purchased based on the period stipulated in the sale and purchase agreement.
2. The Panel of Judges in this case ordered the Defendant to pay compensation 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. The compensation determined by the Panel of Judges is in accordance with the provisions in the Civil Code, namely Article 1250 of the Civil Code and

State Gazette 1848 Number 22. Thus, the compensation to be paid by the Defendant to the Plaintiff is: $6\% \times \text{IDR } 509.313.500 = \text{IDR } 30.558.810$ (thirty million five hundred fifty eight thousand eight hundred ten rupiah) a year which is moratoire interest due to default.

B. Recommendations

Each party that makes an agreement must carry out its performance obligations in accordance with the contents of the agreement and comply with all contents of the agreement that is legally and binding. The agreement that binds the two parties applies as law for the parties because even if the debtor defaults, the creditor still has the right to fulfill the achievements of the debtor as agreed, the creditor also has the right to demand that the debtor pay compensation.

