

Efforts to Resolve Defaults in Crossing Ticket Sale and Purchase Agreement: at Merak-Bakauheni Port

Aliyyah Fitrah Ramadan¹, Fadel M Diyatmo², Muhammad Zidan Diyatmo³, Iis
Krisnandar⁴, Zelfi Ghaffar Afiya^{5*}
Universitas Swadaya Gunung Jati Cirebon
Corresponding Author: : Zelfi Ghaffar Afiya : alyafr03@gmail.com ,

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ABSTRACT

Default is a form of negligence or non-conformity in carrying out obligations as required, either due to negligence or intentionality. Buying and selling is a transaction between sellers (verkoper) who intend to transfer ownership (eigendom) of an item to a buyer (koper) in exchange for a certain amount of money, as stated in Article 1457 of the Civil Code.

In addition to examining the form and mechanism of dispute settlement that emerge, this study attempts to investigate the reasons that lead to defaults in the crossing ticket buy-and-sale agreement.

The method used is empirical juridical with a qualitative approach, namely, examining the application of legal norms based on data and realities that occur in the field.

This study also examines the role of treaty principles, including *pacta sunt servanda*, the principle of good faith, and the principle of legality, in determining the obligations of the parties and their legal implications.

In addition, various dispute resolution mechanisms, such as negotiation, mediation, arbitration, and litigation, along with their effectiveness, were also examined.

It is anticipated that the findings would further knowledge of Indonesian treaty law and dispute resolution procedures, particularly as they relate to purchasing and selling crossing tickets.

INTRODUCTION

Book III of the Civil Code governs the engagement agreement. The title of Chapter II of Book III, "On Covenants Born of Contracts or Agreements," demonstrates how the terms "contract" and "agreement" are used interchangeably." Subekti defines a covenant as an event in which one person promises to another or where two people promise each other to do something (Subekti, 1996). Meanwhile, an alliance is a legal relationship between two parties, where one party has the right to demand something and the other party is obliged to fulfill it (Subekti, 2005). One of the most prevalent ways to interact with people on a little and large scale is through sale and buy agreements. From a civil law standpoint, purchasing and selling are governed by Article 1457 of the Civil Code, which defines purchasing and selling as an agreement when one side commits to giving up an item. The other side will pay the agreed upon amount. The parties' mutual consent resulted in the formation of this agreement, which established a legal relationship with reciprocal rights and obligations. Volmar, cited by Suryodiningrat, states that purchasing and selling is an agreement whereby the seller (*verkoper*) commits to giving the buyer (*koper*) ownership (*eigendom*) of an item in return for money (Suryodiningrat, 1996). A legally recognized agreement serves as the foundation for carrying out a business transaction, including a sale and buy (Ramadhanti, 2022).

A default occurs when one of the parties does to carry out its responsibilities, which is commonly seen as a breach of the agreement or an act of violation. The phrase means "bad achievement" in Dutch, where it first appeared (Subekti, 1991). Default can take many different forms, including failing to complete tasks, doing tasks in an imperfect manner, finishing tasks late, or participating in activities that are forbidden by the agreement (Ashadie, 2019). M. Yahya Harahap defines default as the inability to meet commitments on schedule or in a proper manner, whether as a result of carelessness or deliberate action (Ashadie, 1991).

According to Article 1238 of the Civil Code, if a warrant or other comparable action has found the debtor negligent, or if the agreement specifies that the debtor is regarded negligent after a certain amount of time has passed, then the debtor is deemed negligent. It's crucial to comprehend the fundamentals of the agreement in order to fully comprehend the occurrence of a default. An agreement is defined as an act by which one or more persons tie themselves to one or more other people under Article 1313 of the Civil Code (Arisman, 2020). Accordingly, an agreement is a formal contract between two or more people in which one or more of them makes a pledge to perform something or not, and each party has rights and obligations based on the terms of the contract. The presence of a legitimate agreement is always intimately tied to the occurrence of default.

Despite the normative clarity of the default regulation, many parties to the agreement nonetheless face challenges when a violation takes place. Defaults are frequently caused by a number of circumstances, including inaccurate contract drafting, a lack of knowledge about legal obligations, and poor communication

between the parties. In fact, default settlement frequently deviates from ideal treaty legal norms. The legal issues that come up are related to both the actual default and the efficient handling of the dispute settlement process. The legal processes for resolving defaults, whether through litigation or non-litigation, are often unclear to the public. This case emphasizes the necessity of reevaluating the community's use of the default settlement form and determining if the used mechanism has given the harmed parties legal protection and assurance. Parties that feel wronged by the default have the right to demand that the agreement be fulfilled, that it be canceled, or that the party who defaulted pay them money (Sudjana, 2012).

Protecting the parties, especially those who incur losses, is one of the main tenets of treaty law. As a result, the party who has been wronged in the event of a default has certain rights, such as the ability to demand that obligations be fulfilled or take other reasonable measures under the terms of the agreement. This backdrop informs the study's analysis of the community's default approach to conflict resolution. This research facilitates a deeper legal understanding of the enforcement of the rights and obligations of the parties to the agreement. It is anticipated to contribute to the body of knowledge in civil law and operate as a valuable guide for parties to treaty partnerships.

The case is one of the specific instances highlighted in this study. Since March 22, 2023, the Seller has been granted authority by two Cirebon Regency-based legal organizations, Company One and Company Two, to handle all of the two firms' car crossing requirements from Merak Port to Bakauheni. On March 23, 2023, sellers began performing these duties, which included purchasing crossing tickets. They processed this for five to ten automobiles daily, charging between IDR 1,850,000 and IDR 1,900,000 per unit. The agreement states that invoices are sent out on the first of every month, and payments must be made by the seventh of the same month. Nevertheless, even though both businesses receive bills on a regular basis, they frequently pay late, sometimes by more than a month, and without explanation. The Seller suffered commercial losses and operational difficulties as a result of this delay, which were assessed to be Rp 600,000,000. Article 1239 of the Civil Code, which describes the duty to compensate for damages resulting from default, and Article 1338, which deals with the legally binding nature of agreements, are both breached in this case. Several difficulties, such as resolving disagreements arising from defaults in the crossing ticket sale and buy agreement, can be addressed in this text based on the chronological description.

LITERATURE REVIEW

According to Indonesian civil law, a default generally refers to a breach of the terms of the agreement that the parties have agreed upon. Implementing an agreement promptly, improperly, or not at all is the default. The Law Dictionary defines default as carelessness, broken promises, or failure to perform contractual commitments (Sударsono, 2007). Defaults can happen in a variety of agreements in daily life, including leases, purchases and sales, debts and receivables, and

corporate collaborations. In reality, there are situations where one of the parties to a sale and buy agreement breaks their end of the bargain. In these cases, the other party suffers a loss since the law considers them to have departed from the agreement. Intentional or inadvertent (negligence) default or non-fulfillment of obligations is possible. Intentional (or negligent) defaults can be committed by parties who are unable to complete the task or are compelled to refrain from doing so (Miru, 2014).

The ticket buyer may be considered in default if they fail to pay by the scheduled time or amount, either purposefully or inadvertently (negligently). The Civil Code (Civil Code), particularly Articles 1239 and 1243, provides the legal foundation for default in Indonesia. These articles stipulate that the party who is negligent in carrying out the terms of the agreement must pay the other party compensation. A valid agreement must comply with the provisions of Article 1320 of the Civil Code. Suppose an error occurs due to negligence or intentionality. In that case, a loss occurs, and a sanction is imposed, it may take the form of compensation, the agreement may be canceled, risk is transferred, or the case may be paid if it has been brought before the court (Muljadi & Widjaya, 2003).

Although much research on defaults has been conducted, there are still shortcomings in the approach and scope of analysis used. One example is a journal article by Sandrarina Hertanto and Gunawan Djajaputra in the *UNES Law Review*, Vol. 6, No. 4, June 2024, entitled "Juridical Review of Default Settlement in Sale and Purchase Agreements." This article employs a normative juridical approach, focusing on the settlement of defaults through litigation and the legal consequences in sale and purchase agreements. However, his studies are still limited to aspects of legal theory without testing their application in the field. In contrast, our journal uses a more comprehensive juridical-empirical approach, combining normative studies with empirical data through interviews with real cases. This provides a realistic picture of the application of the law, including the obstacles and the effectiveness of its implementation in practice. In terms of scope, this journal not only discusses litigation resolution, but also alternative dispute resolution (non-litigation) such as mediation, negotiation, and arbitration. This provides a more efficient, fast, and low-cost option than relying solely on the court system. In addition, this journal links the consequences of default law to the form of compensation and its settlement strategy directly based on empirical facts. This analysis makes the study more contextual and solution-oriented. By emphasizing actual issues and practical relevance, the journal not only enriches the academic literature but also makes a tangible contribution to legal practice and policymaking.

Therefore, the sale and purchase agreement will only function effectively if each party fulfills its rights and obligations under the agreed-upon provisions and based on the main principles of the agreement. However, in practice, despite the existing provisions, it is not uncommon for one of the parties to neglect or renege on the agreement, which ultimately causes losses for the other party. It is not always possible for an agreement to function as the parties intended. In

actuality, one of the parties to a sale and buy agreement may occasionally fall short of their commitments. The law views this as a breach of contract that causes the other party to suffer a loss; this is known as default. The Binding Sale and Purchase Agreement, which was created based on the principle of contract freedom, may also contain defaults, such as failure to deliver on promised accomplishments, in which case the law will consider the party to have broken the agreement. A. Qirom Syamsudin Meliala defines a default as when a debtor makes no progress at all, makes progress that is inaccurate, or makes progress that is delayed. This is what is known as a debtor going into default in certain situations (Hernoko, 2013).

As in the case we took, there was a problem stating that there was a loss in the time of payment of bills to the seller because every due date, as indicated on an invoice, delayed the payment time for unclear reasons. Due to delays, the Seller can no longer serve ticket sales to other parties. In such a case, the party that fails to fulfill its obligations is considered to have committed a default (Ramadhanti, 2020) as the opinion of Mariam Darus Badruzaman, who stated that the implementation of the agreement can occur in default, which means that it does not fulfill the obligations that have been set together in the agreement, due to a circumstance beyond its control and not because of a coercive circumstance (Badruzaman, 2001). According to Article 1365 of the Civil Code, the perpetrator of any illegal act that causes harm to another person is required to pay for the damages (Subekti & Tjitrosudibyo, 2006). According to Augustina (2008), an act that violates the law (*onrechtmatigedaad*) is equivalent to an act that violates the law (*onwetmatigedaad*).

According to Abdulkadir Muhammad, compensation refers to the compensation that arises when the debtor defaults due to negligence (Abdulkadir, ns). Then, based on Article 1243 of the Civil Code, compensation can only be claimed if the debtor, after being declared negligent through a summons, still fails to fulfill their obligations. In practice, *somasi* is usually given three times, namely: *Somasi I*, *Somasi II*, and *Somasi III* (Fajar, 2020). *Somasi I* and *Somasi II* are generally a form of initial warning that is soft, with the expectation that the debtor will voluntarily fulfill their obligations. Creditors usually send summonses three times. If, after three summonses, the debt remains unpaid, the creditor is obligated to send a follow-up notice to the payment processor. The court will determine whether the debtor has committed a default. Thus, negligence must be accompanied by a warning in advance from the creditor who sets the last deadline for fulfilling the achievement; if it is currently exceeded, then the debtor is said to be in default (Salim, 2005). Good faith and honesty are the most important factors in treaty law. Regarding this principle of good faith, Ridwan Khairandy wrote in his book "Good Faith in the Freedom of Contract" that although good faith is an important principle in various other types of law, the principle of good faith causes many problems (Hernoko, 2013). A valid agreement under Article 1320 of the Civil Code, errors resulting from carelessness or malice, losses suffered by the other party, sanctions in the form of

compensation, agreement cancellation, risk transfer, and liability for legal proceedings are all components of default (Kartini & Widjaya, 2003).

METHOD

The empirical juridical analysis method, a legal methodology that examines data based on facts observed in the field, is employed in this study. Instead of relying on statistics or numerical data, this study employs a qualitative method, focusing on the practical implementation and interpretation of legal rules in the field. Through case studies, observations, or interviews, primary data is gathered. The Civil Procedure Law Book, Literature Studies, Civil Code (KUHPperdata), and other legal publications are the sources of secondary data resources in the meantime. The information gathered is then examined to ascertain how the agreement's legal requirements are implemented in real-world situations and how the settlement is handled if the parties default or violate the agreement.

DISCUSSION

How is the dispute resolved due to a default in the Merak-Bakauheni crossing ticket sale and purchase agreement?

Certain conditions must be met by a Debtor so that it is said to be in a state of default, namely:

1. The first material condition is intentionality, which is defined as an action taken voluntarily by an individual who knows and understands that it would result in losses for other parties. Second, negligence happens when someone who has a duty to exercise caution knows or suspects that their behavior or attitudes will be harmful.
2. The legal requirement, which is that the debtor must be warned that the creditor demands payment immediately or within a limited period, must be declared first. This is known as a summons of negligence or default on the part of the debtor. Usually issued as a document, a summons is a formal written notice from the creditor that requires the debtor to take action. It also includes any penalties, fines, or sanctions that will be levied if the debtor defaults or is careless.

As is the case where in a particular area in the territory of Indonesia where a lawyer explains chronologically through an interview on April 7, 2025, about the existence of a legal event (default), which is as follows: That since March 22, 2023, the Seller has received power of attorney from the leader of one of the legal entities hereinafter referred to as Company One, which is located in the Cirebon Regency area. This power of attorney is given to take care of all vehicles owned by the company in the context of crossing needs from Merak Port, Banten to Bakauheni Port, Lampung. On the same date, the Seller also received a certificate from the head of another legal entity, hereinafter referred to as Company Two, with an address located in the exact location as Company One. The letter states that the Seller is authorized to take care of the vehicles belonging to Company Two for the same crossing purposes. Since March 23, 2023, the Seller has begun to carry out duties based on the power of attorney granted, including the service of purchasing crossing tickets for vehicles owned by Company One. In its

implementation, the Seller also buys tickets for other vehicles that are still within the scope of Company One's ownership. There is a mutual agreement between the parties that invoice bills will be issued every 1st and payments will be made no later than the 7th of every month. During this task, the Seller purchases tickets for approximately 5 to 10 units of vehicles per day, with prices per unit ranging from IDR 1,850,000 to IDR 1,900,000. Based on the records of transactions made

Table 1. Total bills to PT X from April to September 2023

Yes	Month	Unit	Price
1	April	30 Units	IDR 55,500,000,-
2	May	28 Units	IDR 51,800,000,-
3	June	35 Units	Rp. 66.500.000,-
4	July	54 Units	Rp. 99.000.000,-
5	August	13 Units	Rp. 24.000.000,-
6	September	20 Units	IDR 39,400,000,-
			IDR 337,000,000,-

Table 2. Total bills to PT Y from April to September 2023

Yes	Month	Unit	Price
1	April	80 Units	IDR 149,000,000,-
2	May	51 Units	IDR 92,900,000,-
3	June	54 Units	Rp. 103.200.000,-
4	July	118 Units	IDR 218,000,000,-
5	August	21 Units	IDR 38,850,000,-
6	August	10 Units	IDR 18,500,000,-
			IDR 621,150,000,-

In practice, the Seller faces several obstacles, particularly late payments from the two companies. At the time of maturity, which occurs on the 7th of every month, related parties are often difficult to contact and do not provide certainty regarding payment timing. This delay can even last more than a month. The Seller has made regular collection efforts, but they have not yielded the expected

results. Inconsistency with the previously made agreement causes operational disruption and business losses for the Seller. Over six months, the loss is estimated to reach Rp. 600,000,000. This incident is closely related to the provisions of Article 1239 of the Civil Code, which states that the party who fails to fulfill his promise is required to reimburse the other party for the losses resulting from the default, and Article 1338 of the Civil Code, which states that an agreement made legally applies as a law to the parties who made it.

We can understand this where buying and selling crossing tickets is an important activity in supporting community mobility and the distribution of goods between islands, especially on busy routes such as Merak-Bakauheni Port. In practice, this process involves an agreement between a service provider or agent and a service user, which is legally included in a sale and purchase agreement. However, it is not uncommon for violations of the agreement to occur, such as late payments, non-compliant tickets, or non-executed agreements. This results in losses for one of the parties and often leads to legal disputes. This condition indicates that there are still numerous issues in the implementation of crossing ticket purchase and sale agreements, primarily due to a lack of legal understanding and inadequate implementation of obligations. In the development of society, interactions between individuals and organizations often involve activities called agreements. In daily life, people often engage in agreements to meet their various needs

Buying and selling is one type of agreement that the community frequently engages in. A binding agreement is one that resulted from the open nature of Book III of the Civil Code (KUHPerdata), which grants legal subjects the greatest freedom to enter into agreements that contain anything and in any form, provided that the agreement does not contravene public order, morality, or laws and regulations. The Criminal Code's Article 1457, which specifies that "buying and selling is an agreement in which one party binds himself to hand over an object, and the other party to pay the price that has been promised," regulates purchasing and selling.

According to Book III of the Criminal Code, agreements are an essential component of civil law. Accordingly, a legitimate agreement needs to satisfy the four requirements stated in Article 1320 of the Criminal Code: having a Halal cause, ability, agreeing with those who bind themselves, and a particular thing (Subekti, 2005). The final two elements are referred to as objective conditions since they deal with the agreement itself or the purpose of the legal act carried out, whereas the first two are referred to as subjective conditions since they deal with the individuals or subjects who enter into the agreement (Subject, 2005). According to Article 1233 of the Civil Code (henceforth referred to as the Civil Code), "Every agreement is born, either because of an agreement or because of the law." This means that an agreement is the most crucial factor that will result in an agreement. "An agreement is an act by which one or more persons bind themselves to one or more other persons," according to Article 1313 of Book III of the Civil Code, which deals with alliances formed by contracts or agreements (Subekti & Tjitrosudibyo, 2001).

Treaty law is based on a number of legal ideas. The fundamental ideas serve as the cornerstone of the covenant law curriculum, offering a synopsis of the history and philosophy of covenant law. The primary principles are also referred to as fundamental principles due to the fundamental character of these items (Budiono, 2001). Since legal principles are the means by which the ethical and social concerns of the legal community are integrated into the law, Satjipto Rahardjo argues that they can be understood as fundamental facts taken into account by the legal community. The ethical, moral, and social values of the community are thereby incorporated into legal principles, which serve as a foundation for living within the legal system (Rahardjo, 2000).

These legal principles will not only serve as a helpful guideline when dealing with complex cases, but also in applying rules (Kamilah, 2013). Legal principles are the broadest basis for the birth of a legal regulation. This means that legal regulations can ultimately be restored to those principles (Ibrahim & Sewu, 2007). In the law of covenants, five important principles are known (Salim, 2010), namely:

1. The freedom of contract principle. The Civil Code's Article 1338, paragraph (1), which states that "All agreements made legally are valid as laws for those who make them," enshrines this freedom of contract.
2. The consensus-building premise The Civil Code's Article 1320, paragraph (1), describes the consensualism principle. According to this article, the existence of a legitimate agreement between the two parties is a key requirement for the agreement's legitimacy.
3. Pacta sunt servanda's foundation: "All agreements made legally shall be valid as law for those who make them," states Civil Code Article 1338, paragraph 1. According to the adagium (statement) *pacta sunt servanda*, all human agreements are reciprocal, meant to be honored, and, if required, can be enforced, making them legally obligatory (Ibrahim & Sewu, 2007).
4. The good faith principle. The agreement must be carried out in good faith, according to Civil Code Article 1338, paragraph (3). According to Prodhodikoro (1979), there are two sorts of good faith: (1) good faith at the time of agreement, and (2) good faith when exercising the rights and obligations resulting from the agreement.
5. The principle of personality Article 1340 of the Civil Code states the personality principle: "An agreement is only valid between the parties who made it." Except in the circumstances specified in Article 1317, an agreement cannot be detrimental to third parties or confer benefits upon them.

Any action that is contrary to the law will bring legal consequences for the perpetrator. The term "default" refers to a provision of law that governs negligence or failure to fulfill an agreement, such as a breach of promise or breach of contract. According to Prof. Subekti, because default has several significant weaknesses, it is necessary to have an in-depth discussion with the debtor before deciding whether an act constitutes default or not. If the debtor expresses an objection, it must be seriously considered in front of a judge (Dermina, 2017). Based on Article 1243 of the Civil Code, the debtor is obliged to pay

compensation to the creditor in the event of default. The risk of loss incurred will shift to the debtor if the obstacles that cause the loss arise after the debtor defaults, unless there is negligence or gross error on the part of the creditor. Thus, the debtor cannot take refuge behind the reason of force *majeure* after he first neglected to fulfill his obligations. A default committed by one party to an agreement will cause losses to the other party. Because the loss is caused by negligence or breach of the agreement, the defaulting party is liable for the claims of the aggrieved party. This responsibility can have legal consequences, where the defaulting party must receive sanctions or legal consequences for their actions, including:

1. Reimbursement for costs, losses, and interest is a form of liability that arises from the failure to fulfill an agreement. In other words, compensation is given because the debtor has defaulted. The expenditures incurred, the losses incurred, and the interest resulting from delays or failures in the implementation of obligations are the three primary components of compensation, as stated in Article 1246 of the Civil Code. There are legal restrictions on the amount of compensation for default. Only losses that were reasonably foreseeable at the time of the agreement are subject to payment by the debtor to the creditor. This is consistent with Article 1247 of the Civil Code, which stipulates that, without fraud on the part of the debtor, the debtor is only responsible for damages that really transpire or should have been anticipated at the time the arrangement was formed. Furthermore, as per Article 1248 of the Civil Code, in the event that the debtor conducts fraud that results in default, the compensation that is to be given includes both the real losses incurred by the creditors and the lost profits as a result of the carelessness. According to the Exceptio Non Adimpleti Contractus concept, the party that was harmed by the default is entitled to reimbursement for any direct damages brought on by the agreement's obligations not being fulfilled.
2. The cancellation or termination of an agreement is intended to return the parties to their original position or to the position they were in before the agreement was made, as if the agreement had never been made. This step was taken to eliminate all legal consequences arising from the canceled agreement.
3. The transfer of liability for damages resulting from an occurrence outside of the parties' control to the goods that are the subject of the agreement is known as risk shifting. Article 1237 of the Civil Code regulates this, emphasizing that, depending on the conditions of the agreement, some parties may be held liable for the risk of damage or loss of goods.

In practice, the settlement of legal disputes is highly dependent on the decisions of the parties involved, particularly in efforts to achieve justice and uphold rights and obligations, especially for those who feel aggrieved. Therefore, the chosen settlement step is a crucial aspect in determining the direction and outcome of the dispute. Litigation involves the preparation and analysis of each case, including providing comprehensive information, as well as processes and cooperation to identify problems and avoid unexpected issues. All disputing parties must appear in court to defend their positions as part of this conflict

resolution procedure. A win-lose solution is the outcome of a litigation-based conflict settlement process (Amriani, 2012). One of the many benefits of using litigation to resolve disputes is that court rulings are final and binding.

1. In terms of litigation, it means that rather than relying on a mutually agreeable solution, the court, which acts as an institution that considers and renders decisions, gains complete authority over the settlement of civil disputes. In accordance with the requirements of the Civil Procedure Law, which regulate the protocols for acting in court and the judicial processes for treating civil matters, this litigation path is started by submitting a lawsuit to the court. Three steps make up the lawsuit procedure in general:
2. Introductory Stage. First, the lawsuit is filed with the District Court by Articles 118 and 120 of the HIR. After the lawsuit is received and registered, the case will be assigned a number, a deed will be prepared, and the case fee will be paid – unless it is filed free of charge (*prodeo*), as provided in Article 237 of the HIR.
3. Examination Stage. At the first hearing, the judge read out the lawsuit and, under Article 130 of the HIR, attempted to mediate to achieve a peaceful resolution. If mediation is successful, a peaceful verdict will be issued. If unsuccessful, the case will proceed to trial, which includes the answer-and-answer phase, proof, conclusion, and finally the judge's decision.
4. 3) Implementation Stage. The final stage in the settlement of a civil case by the local court is the execution, or enforcement stage. This stage involves implementing the court's decision as per the judge's ruling. An enforceable judgment has permanent or final legal effect and is binding. Enforcement is an integral part of implementing the Rules of Conduct outlined in the HIR/RBg.

Regulations as guidelines for the procedure for implementing judge/court decisions are outlined in the HIR/RBg, specifically in Articles 195 to 224 of the HIR and Articles 206 to 258 of the RBg (Samosir, 2011). The term "execution of a judge's decision/court decision" comes from the word "execution" and entered the Indonesian language with the phrase "execution of judgment". Enforcement is a series of decisions made by a judge regarding the rights and obligations of the parties to a case or dispute, which is the end of the civil case process. The enforcement clause also governs how court decisions are enforced and how compensation is obtained for violations of civil law (Erwin, 2015). This process provides legal certainty by clearly determining who wins and who loses (*win-lose solution*). In addition, if the losing party fails to comply with the decision's content, the court can enforce its implementation through an execution mechanism. According to Sudikno Mertokusumo, court decisions possess three types of legal force, which are the main advantages of litigation dispute resolution. The three forces include binding force, evidentiary force, and executive *force* (Mertokusumo, 1993). The explanations related to the three types of forces are:

1. Binding Strength. The judge's decision is binding and must be complied with by the parties to the dispute. Once it has permanent legal force (*inkracht*), the decision cannot be changed, except through extraordinary legal remedies such as review (PK). This binding power has two aspects: positively, the verdict is considered a legal correctness (*res judicata pro veritate habetur*), and negatively, the judge should not retry the same case between the same parties.
2. Evidentiary power. The judge's decision serves as a means of proof, which means that through the decision, legal certainty has been established regarding the matters decided. The written form of the judge's decision, which is an authentic deed, serves as official evidence for the parties, both in the filing of legal remedies such as appeals, cassation, or review, and in the process of implementing the judgment itself.
3. The ability to execute. A judge's rulings include the power to be executed, which means they have the authority to be put into effect, in addition to deciding how to settle a matter and outlining the rights and responsibilities of the parties. If a legally binding decision cannot be carried out, it will not be sensible. As a result, the judge's ruling not only creates legal rights and duties but also grants the government the authority to enforce the ruling.

As long as the party that violated the agreement has a contractual relationship with the aggrieved party, the aggrieved party may file a default lawsuit about the agreement on the sale and purchase of tickets for the Merak-Bakauheni port crossing. However, the only way to get a settlement in the absence of a contractual connection is to file a lawsuit for unlawful activities (*onrechtmatige daad*). All of these provisions are proposed, discussed, and ultimately established fairly according to the consent of both parties. Each party suggests a set of rights it anticipates receiving from the other party during discussions or negotiations, together with a set of obligations meant to be provided to the other party in exchange for the desired rights (Kurniawan, 2013). The negotiation process is an important initial stage in the formation of a contract, so that the contract reflects the will and protection of the parties (Hernoko, ns). In general, alternative dispute resolution refers to the resolution of disputes or disagreements through a procedure agreed upon by the parties, which can be achieved through consultation, negotiation, mediation, consolidation, or arbitration (Article 1, paragraph 1 of Law No. 30 of 1999).

1. Consultation. Consultation Law No. 30 of 1999 does not find a formulation or explanation of the meaning of consultation. However, consultation is in principle a personal action between one particular party, called a client, and another party, who is a consultant, who gives an opinion to the client to meet the client's needs. There is no single formula that states the nature of attachment or obligation to fulfill and follow the opinions submitted by the consultant.
2. Negotiation. In general, negotiation can be interpreted as an effort to resolve disputes between parties without resorting to the judicial process, with the aim of reaching a mutually agreed-upon solution based on more harmonious and creative cooperation. Here, the parties face each other in a carefully

structured manner, discussing the problems they face cooperatively and openly.

3. Mediation. Through conversations with the assistance of an impartial third party (a mediator), mediation aims to settle conflicts in a way that both sides can accept.
4. Conciliation. There is no difference in principle between conciliation and mediation, because in conciliation, decisions it is defined as an effort to resolve disputes through negotiations by involving neutral third parties to assist the parties to the dispute in finding forms of settlement that can be agreed upon by the parties. However, according to Suparto Wijoyo, the key difference between conciliation and mediation lies in the roles played by the conciliator and the mediator. In conciliation, the conciliator assumes a passive role, whereas in mediation, the mediator actively assists the parties in resolving their disputes (Subekti, 1980).
5. Arbitrage. Article 1 of Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution states that arbitration is a method of resolving civil disputes outside the general court, based on an arbitration agreement made in writing by the parties to the dispute. The arbitration institution is nothing but a deliberation channel that involves a third party as its referee. In other words, arbitration is a method of resolving disputes with the assistance of a third party, rather than a judge, although the implementation of the decision typically requires the involvement of a judge. In other words, arbitration is the process of settling or terminating a dispute by a judge or judges based on an agreement that they will submit to or obey the decisions rendered by the judges they choose or appoint. If one of the parties then refuses to assist in decision-making or fails to comply with the decision made by the person they authorized for the dispute, that party is considered to have committed a *breach of contract* or breach of agreement (Simatupang, 2003).

CONCLUSION.

A default in civil law is a violation of the obligations agreed upon in an agreement, either because the agreement is not fulfilled, is fulfilled late, or is not performed under the agreement. In the practice of buying and selling crossing tickets, defaults often occur due to late payment or other negligence that causes financial losses and operational obstacles for service providers. Although the Civil Code provides a clear legal basis, through Articles 1320 and 1338, on the validity of agreements, as well as Articles 1239 and 1243, on damages, its implementation is often hindered by a lack of legal understanding, undetailed contracts, and weak communication between parties. Dispute resolution due to default can be carried out through litigation or non-litigation (negotiation, mediation, arbitration), as stipulated in Law No. 30 of 1999. The non-litigation route is preferred because it is efficient and peaceful. The principle of *exceptio non adimpleti contractus* also applies, giving the right for the aggrieved party to refuse to fulfill obligations if the other party has first broken the promise. Therefore, the parties need to understand the legal principles of the agreement, including its rights and obligations, as well as the dispute resolution procedures,

so that defaults can be prevented or resolved fairly. Further research remains needed to enrich civil law practice and literature in Indonesia.

IMPLEMENTATION

This research has significant implications for business practices and civil law enforcement in Indonesia, especially in the context of crossing ticket purchase agreements. By default, as a form of contractual obligation violation, it not only incurs financial losses but also disrupts the smooth operation of service providers. Therefore, a complete understanding of the legal principles underlying the agreement, such as *pacta sunt servanda*, as well as the provisions in the Civil Code (Articles 1320, 1338, 1243), is crucial so that the parties can fulfill their obligations appropriately and responsibly. In practice, dispute resolution due to default does not always require litigation. Alternative dispute resolution, such as mediation, negotiation, and arbitration, as stipulated in Law No. 30 of 1999, can be a more efficient option and is often prioritized to achieve a peaceful solution. This understanding encourages business actors to draft agreements more carefully and professionally, thereby preventing future legal conflicts. The broader implication of this research is the importance of enforcing legal certainty in the business world. With consistent application of civil law and an understanding of the rights and obligations in the agreement, trust between consumers and service providers will increase. This will create a more conducive, transparent, and sustainable business climate. Additionally, legal protection for parties aggrieved by default is a crucial foundation for justice in business transactions within Indonesian society.

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