



Legal Responsibility of the Trade Office for Defaulting on Contract Workers in the Construction of the Dakopamean People's Market (Study of Decision Number 7/Pdt.G/2022/PN Tli)

Andre Ferdy Sianturi^{1*}, Janpatar Simamora², Ria Juliana Siregar³
Fakultas Hukum, Universitas HKBP Nommensen Medan

Corresponding Author: Andre Ferdy Sianturi andre.ferdy@student.uhn.ac.id

ARTICLE INFO

ABSTRACT

Keywords: Legal Responsibility, Judges' Considerations, Breach of Contract

Received : 02 July 2025

Revised : 21 July 2025

Accepted: 24 August 2025

©2025 Sianturi, Simamora, Siregar:
This is an open-access article distributed under the terms of the [Creative Commons Attribution 4.0 International](https://creativecommons.org/licenses/by/4.0/).



This writing aims to delve into the legal responsibility in breach of contract disputes. Breach of contract refers to the inability of an individual or a party to fulfill obligations based on a prior agreement. In a breach of contract case, legal responsibility is an obligation imposed on a party as a form of accountability for the violation committed. This study also focuses on the basis of assessment used by law enforcers, namely the panel of judges, in deciding a breach of contract dispute involving the Department of Trade, which failed to fulfill its obligations to a contract worker in the construction of the Dakopamean Public Market, based on Decision Number 7/Pdt.G/2022/PN Tli, and the form of legal responsibility of the Department of Trade for the breach of contract in the construction project of the Dakopamean Public Market. This writing also emphasizes a normative legal research method of a descriptive nature, in which the results of the study will further examine the judges' considerations in deciding a case, particularly in breach of contract matters.

INTRODUCTION

In modern society, legal obligations stem from an agreement. This agreement plays a crucial role in ensuring legal certainty and the continuity of economic activity. Agreements are the primary basis for establishing legal bonds with the aim of achieving mutual interests. In Indonesian Positive Law, an agreement is clearly defined in Article 1313, which states that an agreement is an act in which one or more persons bind themselves to one or more persons. An agreement is considered official and legally enforceable if it contains all the requirements for validity, as stipulated in Article 1320 of the Civil Code.

In the context of private law, the legal liability of a debtor who breaks a promise is expressly regulated in Article 1239 of the Civil Code, which states that if a debtor fails to fulfill their obligations, they are obligated to compensate for losses, both actual losses and profits that should have been obtained by the creditor (loss of profit). This demonstrates that the Indonesian civil law system provides strong protection for creditors for their rights violated by the debtor.

One case of breach of contract that frequently occurs in various contractual contexts is the breach of contract in a construction agreement for the construction of a public market. A construction agreement is an agreement between a construction service provider and a service user. This agreement naturally includes rights and responsibilities.

The elements that must be met for an act to be categorized as breach of contract are as follows:

1. The Existence of a Valid Agreement

In a breach of contract dispute, a valid agreement or contract is crucial in proving that the parties have agreed to bind themselves to another person. However, that person is unable to fulfill their obligations according to the previously agreed upon agreement.

2. The Existence of a Party Who Breached the Agreement (Failed to Fulfill Performance)

Unfulfilled obligations can include failure to fulfill the terms of the agreement, failure to fulfill them on time, or doing something that contradicts the terms of the agreement. According to Roger Letsoin, this indicates a breach of the agreement that results in losses for the creditor.

3. Negligence in Carrying Out Responsibilities

Negligence in the legal context means failing to carry out responsibilities as intended. This means that in the agreement, one party fails to fulfill their duties and responsibilities within the timeframe specified in the agreement. If, after being declared negligent, the party still fails to fulfill the terms of the agreement, they may be deemed to have committed a clear and complete breach of contract and may be subject to legal action in the form of compensation or termination of the agreement.

One case of breach of contract is a breach of promise case involving a construction project for a traditional market in Tolitoli Regency. This case involved PT Megah Mandiri Makmur as the plaintiff, with the Regent of Tolitoli as Defendant 1, the Head of the Tolitoli Regency Trade Office as Defendant 2, the

Commitment Making Officer of the Tolitoli Regency Trade Office as Defendant 3, the Commitment Making Officer of the Tolitoli Regency Trade Office as Co-Defendant 1, the Head of the Tolitoli Regency Regional Finance Agency as Co-Defendant 2, and the Minister of Finance of the Republic of Indonesia, cq. Director General of Regional Fiscal Balance, Ministry of Finance of the Republic of Indonesia, as Co-Defendant 3.

In this case, the Trade Office acted as the defendant, failing to pay the principal debt to the contract recipients. This principal debt represents the remaining budget that the Trade Office should have paid to the contract recipients according to their agreement. Therefore, the contractually contracted party suffered immaterial and material losses due to the breach of contract by the Trade Office. Consequently, the contractually contracted party filed a lawsuit in court to recover its rights under the agreement.

The contractually contracted party also outlined several facts supporting the plaintiff's claim of alleged breach of contract by the Trade Office, namely:

1. The Trade Office failed to fulfill the agreement mutually agreed upon with the Contractually Contracted Party;
2. The Contractually Contracted Party suffered immaterial and material losses due to the delay in payment of the construction budget from the Trade Office;
3. The Trade Office was negligent in fulfilling its obligations, resulting in losses for the Contractually Contracted Party.

In the decision, the court stated that the Trade Office had fulfilled the elements of breach of contract, namely:

- a) The binding agreement between the Toli Regency Trade Office and PT Megah Mandiri Makmur was legally valid;
- b) The Trade Office's failure to fulfill its obligation to pay the principal to the plaintiff;
- c) The material losses suffered by the Contract Worker were a direct result of the Defendant's breach of contract.
- d) The causal relationship between the Trade Office's actions and the losses suffered by the Contract Worker is clear and can be proven.

Abdulkadir Muhammad stated that civil law protects parties who suffer losses in a contractual relationship. The provisions regarding breach of contract in Article 1243 of the Civil Code provide a legal basis for creditors to hold them accountable for losses caused by the Trade Office's breach of contract.

From this case of breach of contract, it can be concluded that the breach of contract caused by the Trade Office in the market construction contract constitutes a breach of promise or breach of contract against the Contract Worker. The Trade Office's actions also violate the terms of the agreement mutually agreed upon with the Contract Worker, thus providing the Contract Worker with the legal basis to pursue legal action, seeking compensation through a court with jurisdiction to resolve this case.

Based on the background description, the author is interested in studying the "Legal Responsibility of the Trade Service in Default to Contract Work

Recipients in the Construction of the Dakopamean People's Market (Study of Decision Number 7/Pdt.G/2022/Pn Tli)

LITERATURE REVIEW

General Overview of Agreements

1. Definition of Agreement

Basically, the meaning of agreement or contract is affirmed in Article 1313 of the Civil Code, which states, "An agreement is an act in which one or more persons bind themselves to one or more persons." This explanation of agreement or contract has been further developed by several experts, including R. Subekti, who defines agreement as an act carried out by one person against another to carry out or refrain from carrying out something.

Meanwhile, R. Wirjono Projodikoro argues that an agreement is a legal bond relating to the property of the parties, where one party promises to refrain from doing something or to do something and demands the implementation of the agreement. From the explanation above, we can conclude that an agreement is a legal binding relationship where the act is based on the agreement of the parties involved.

2. Requirements for Validity of an Agreement

Article 1320 of the Civil Code stipulates four conditions for a valid agreement:

a. **Agreement of the Parties**

Agreement is a fundamental but very important aspect of any contract. It is the initial step toward acceptance and determines whether the contract can be continued or not. In a contract, agreement indicates that the agreement was made voluntarily and that there was no element of coercion. If an element of coercion is present in the contract, the agreement is legally invalid and can be terminated or canceled by the party who would suffer losses if the contract were to continue.

b. **Capacity of the Parties to Make an Agreement**

Capacity to make an agreement is the condition where a person or party entering into an agreement has the capacity or ability to enter into an agreement with another party. Article 330 of the Civil Code outlines the criteria for an adult, namely those who are 21 years old or those who are not yet 21 but are married. An agreement can also be considered valid if the person or party making the agreement is not under guardianship. Guardianship refers to a person's inability to perform legal acts, requiring a representative (curator) to perform legal acts. This is also emphasized in Article 433, which states, "Any adult who is consistently imbecile, insane, or blind must be placed under guardianship, even if he or she is occasionally competent to use his or her mind. An adult may also be placed under guardianship due to extravagance."

c. **The Presence of a Specific Object**

The object of an agreement is crucial, as it determines the purpose and content of the agreement. Article 1332 states that only goods with economic value can be used as the basis for an agreement. Furthermore,

Article 1333 reiterates that an agreement must have a principal object, the type of which must be at least specified. The quantity of the object does not need to be definite, as long as it can be determined or calculated.

d. An Unlawful Cause

An agreement must refer to a "lawful cause," or a cause not prohibited by law. Article 1335 in conjunction with Article 1337 of the Civil Code stipulates that a lawful cause is considered unlawful if it violates applicable law, morality, and public order. Essentially, this lawful cause refers to the purpose and intent of the agreement. If the purpose and intent of the agreement are, and/or intended to violate the law, the agreement is considered null and void or declared null and void by law, even if the agreement never existed.

3. Principles in the Agreement

a. Principle of Freedom of Contract (Freedom of Contract)

The principle of freedom of contract is a principle that gives freedom to parties making an agreement to determine the contents of the agreement, to freely determine who can be a party to the agreement, to make an agreement verbally or in writing and to freely determine the purpose for which the agreement is made. This freedom of principle can apply legally if the application of the principle of freedom of contract does not conflict with the law, morality and public order. If it conflicts, the agreement is considered invalid and does not bind the parties involved in the agreement.

b. Principle of Good Faith (Good Faith)

In an agreement, the principle of good faith is a principle that refers to the importance of honesty and propriety in implementing an agreement or fulfilling all responsibilities in the agreement. This principle of good faith has been confirmed in the provisions of article 1338 paragraph (3) which emphasizes the important role of the parties in being responsible for the agreement that has been agreed. Trust in the parties involved in an agreement is also crucial. This trust can be a reason for the parties to enter into an agreement because the agreed-upon agreement will become law, binding all parties involved.

c. Principle of Consensualism

The principle of consensualism states that in an agreement, the term "agreement" is a crucial term. The term "agreement" refers to an agreement beginning with the agreement of two or more parties. This is further emphasized in Article 1320 paragraph (1), which states that an agreement is legally entered into if the parties agree to enter into or make the agreement.

d. Principle of Pacta Sunt Servanda

The principle of pacta sunt servanda emphasizes that in an agreement, all parties are obligated to comply with all obligations under the agreement. Article 1338 paragraph (1) emphasizes that an agreement made by the parties becomes law for the parties bound by it.

General Overview of Contracting Agreements

1. Definition of Contracting Agreement

A Contracting Agreement is a binding agreement between a contractor and a contractor (contractor) to complete a job in exchange for compensation upon completion. Law No. 13 of 2013 concerning Manpower regulates contracting agreements. A contracting agreement refers to an agreement for the contracting of work or the provision of labor services. Articles 64-66 define this contracting agreement as the contracting of work to another company through a written contracting agreement or service provider. This agreement is also often referred to as an outsourcing agreement or contract work agreement.

Article 1601b of the Civil Code defines a contracting agreement as an agreement whereby one party, the contractor, binds himself to complete a job for another party, the contractor, for a predetermined price. Furthermore, Law Number 18 of 1999 concerning Construction Services also defines a contract for construction work as a service for the implementation of construction work, a service for construction work planning consultation, and a service for construction work supervision consultation. Meanwhile, Presidential Regulation of the Republic of Indonesia Number 8 of 2006 concerning the Fourth Amendment to Presidential Decree Number 80 of 2003 concerning Guidelines for Government Procurement of Goods/Services explains that a contract for construction work is a service for the implementation of construction or physical form, consisting of technical plans and specifications determined by the user of the goods/services, as well as the work implementation process, which is supervised by the user.

2. Parties Involved in a Contract for Work Agreement

a. Contract Employer (Bouwerr)

A contract employer is an individual, private legal entity, or government entity that provides work or employs workers in exchange for wages to be paid upon completion of the work or within a predetermined timeframe.

b. Job Recipient

The job recipient, also known as the contractor, is an individual or company receiving the work. In the Minister of Manpower Decree No. KEP 220/MEN/X2004, Article 1, paragraph (2), a company receiving a contract work is defined as another company that accepts the transfer of part of the work from the company providing the work. Meanwhile, in the Minister of Manpower Decree No. KEP.101/MEN/VI/2004, Article 1, paragraph (4), a Service Provider Company is defined as a legal entity that, in its business activities, provides services to workers/laborers with the aim of providing employment to those workers/laborers.

In practice, the job recipient is also referred to as the contractor, namely the individual company or legal entity engaged in the contract implementation sector. It is responsible for carrying out the work assigned by the employer, handing over the work, and reporting all processes and results of the work completed by the contractor to the employer.

c. Workers/Laborers

A worker or laborer can be defined as a person or individual employed by a company who has received a work contract from an employer. Under the agreement, the worker/laborer will assist the company in carrying out the work assigned by the employer. The company, under the agreement, will provide compensation in the form of wages or other forms to the worker/laborer.

3. Contents of the Work Contract Agreement

- a. Type of work to be performed, extent of work, materials to be used, and necessary work equipment;
- b. Timeframe for work execution;
- c. Determination of the contract price;
- d. Dispute resolution mechanism and timeframe for the dispute resolution process;
- e. Rules regarding overhaul;
- f. Sanctions in the event of default;
- g. Rights and obligations of the parties under the contract agreement.

4. Expiration of the Contract Agreement

- a. The work assigned has been completed and payment has been made;
- b. Cancellation of the contract agreement as regulated in Article 1612 of the Civil Code;
- c. Death of the contractor;
- d. The company goes bankrupt;
- e. Cancellation or termination of the construction work agreement;
- f. Agreement of the parties.

C. General Overview of Default

1. Definition of Default

In general, default is a condition in which a person commits a breach of promise (negligence) regarding a previously agreed-upon agreement. This condition occurs when the person fails to fulfill an obligation at all, fails to fulfill an obligation in its entirety, or fails to fulfill their obligation within a predetermined timeframe, thereby causing harm to others.

Article 1238 defines default as an act of negligence committed by a debtor against a creditor due to the debtor's inability to fulfill their obligation within the previously agreed-upon timeframe. The definition of default was further formulated by J. Satrio, who defines default as a condition or event in which a debtor is unable to fulfill their obligation (performance) to the creditor. Salim H.S. also argues that default is a condition in which an obligation is not fulfilled or due to negligence in fulfilling an obligation previously agreed upon in an agreement between the creditor and the debtor. Negligence can occur due to intentional or unintentional breach of obligations by one party to the other.

2. Legal Consequences of Default

Legal consequences are consequences or sanctions that can be received or imposed on a violator of legal rules. In an agreement, these legal consequences

are the agreement reached by the parties to resolve a case or dispute between them. This also applies to default. The legal consequence of a default is compensation for losses resulting from the negligence of one party. Compensation is a sanction imposed on a party that causes losses to another party. Generally, compensation can consist of three main elements: costs, losses, and interest.

Article 1243 states that compensation for costs, losses, and interest due to non-fulfillment of an obligation begins to be mandatory if the debtor, despite being declared negligent, continues to fail to fulfill the obligation, or if something must be provided or exceeds the specified time. Compensation is a sanction imposed on a party who causes harm to another party. The party suffering the loss has the right to claim damages for such negligent actions, as stipulated in Article 1246 of the Civil Code.

3. Legal Remedies for Resolving Breach of Contract Disputes

Legal remedies for resolving breach of contract disputes can be pursued in two ways: out-of-court (non-litigation) and through the courts (litigation). The out-of-court process for resolving a breach of contract dispute can begin by issuing a warning letter, a warning letter, or a written notification letter (Somasi) to the party who has committed the breach of contract (broken promise). The purpose of this warning letter is to give the party in breach of contract time to promptly pay for the losses incurred. This summons process also opens up space for the parties to resolve disputes outside the court by utilizing the consultation, negotiation, mediation, conciliation, and assessment processes as stipulated in Article 1 paragraph (10) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution Options with the aim of avoiding the default case being resolved through trial.

However, if the out-of-court dispute resolution process fails, the parties may file a lawsuit with the district court in the defendant's jurisdiction in accordance with Article 118 paragraph (1) of the *Herzien Inlandsch Reglement* ("HIR") with the aim of obtaining a court decision regarding the default case resolution effort.

METHODOLOGY

The data analysis method applied in this research is a qualitative approach. This approach aims to gain a comprehensive understanding of the phenomena experienced by the research subjects, such as behavior, perspectives, motivations, and actions. The analysis is conducted through verbal descriptions in a natural context, utilizing various methods appropriate to the nature of the objects being studied. This method was chosen to analyze relevant legal norms, legal expert opinions (doctrines), and court decisions related to the research focus.

RESEARCH RESULT

1. The Judge's Considerations in Deciding on a Case of Breach of Contract by the Trade Office Against a Contract Worker for the Construction of the Dakopamean People's Market Based on Decision Number 7/Pdt.G/2022/PN Tli

A breach of contract dispute is a dispute arising from a binding agreement between two parties. This agreement is a binding bond between both parties. With this legal agreement, the parties are obligated to fulfill all responsibilities and rights of the parties bound by the agreement.

In practice, an agreement creates a contract, meaning that within that contract, there is a legal relationship that binds the parties. However, disputes or legal issues often arise between these contracts, resulting in losses for one party. This problem is called a breach of contract or a breach of promise. A breach of contract or a breach of promise arises when someone fails to fulfill an obligation under the agreement, either by failing to perform, failing to provide, performing in an inappropriate manner, or performing beyond the specified time. The impact of a breach of contract is that the violating party must bear the legal consequences.

Dispute resolution in breach of contract cases can be addressed through various methods, including non-litigation and out-of-court dispute resolution. This dispute resolution process utilizes mediation, a process that uses a neutral third party to help find a solution to the breach. The goal of mediation is to encourage the parties to resolve the matter amicably and without litigation. However, if this process fails, the parties can agree to resolve the matter through the court process, allowing the court to issue a binding decision.

In breach of contract cases, the judge's consideration is crucial in determining the basis for the judge's decision. The judge's consideration is crucial in ensuring a sense of justice and legal certainty for the parties. The judge's consideration can also serve as a basis for the parties to benefit from the judge's decision, which will be binding on them.

Evidence is crucial in a case investigation. This evidence will serve as the basis for the judge's decision. This evidentiary process aims to establish certainty regarding the facts/events that occurred, allowing the panel of judges to decide fairly for both parties.

Litigation is a dispute resolution mechanism that utilizes a legally binding court decision to resolve the breach of contract or to secure legal certainty regarding enforcement or compensation for losses resulting from the breach of contract. One example of a breach of contract dispute resolution mechanism through the courts is the breach of contract case brought by the Trade Office against the contractor for the construction of the Dakopamean People's Market, which was resolved through the courts.

The case began when PT Megah Makmur Mandiri, acting as the plaintiff, agreed to enter into an agreement with the Tolitoli Regency Trade Office, acting as the defendant. The agreement was reached on October 10, 2018, where PT Megah Makmur Mandiri and the Head of the Tolitoli Regency Trade Office agreed to sign a contract agreement regarding the construction work package for the Dakopamean people's market located in Glumpang Village, Dakopamean District, Tolitoli Regency. The agreement was stated in Contract Agreement

Letter No. 510/215/01/02/Disperdag. The budget value was Rp. 5,694,700 (Five Billion Six Hundred Ninety-Four Million Seven Hundred Thousand Rupiah). This budget was funded by the Assistant Task Fund of the 2018 State Budget (APBN). The Tolitoli Regency Trade Office was also represented by the Commitment Making Officer of the Tolitoli Regency Trade Office, acting as Defendant III.

Furthermore, PT Megah Makmur Mandiri and the Tolitoli Regency Trade Office, represented by the Commitment Making Officer of the Tolitoli Regency Trade Office, also agreed to begin work on the project. However, several obstacles encountered during the project, resulting in a delay in the project, with the project only reaching approximately 43%. During the project's construction process, PT Megah Makmur Mandiri only received a budget of Rp 2,448,721, resulting in a delay in the market project's construction until December 31, 2018. Due to this delay, the Tolitoli Regent ordered the Plaintiff to continue the remaining unfinished construction. Construction of the traditional market will continue with a budget included in the 2019 Revised Regional Budget (APBD-P). In addition to continuing construction, PT Mega Makmur Mandiri is also willing to continue the remaining work, which will also amend the previously agreed upon agreement, namely that the construction will continue to utilize funding from the Tolitoli Regency APBD.

On December 31, 2018, the parties amended the previously agreed upon agreement. The agreement stipulated that PT Megah Makmur Mandiri, the plaintiff, must complete the remaining construction work on the Dakopamean traditional market within 90 days. This work would continue until 57% of the project is completed, with a total budget of Rp 3,245,979,000. This budget was allocated by the defendants from the 2019 Regional Budget (APBD-P). Based on the amended agreement, the plaintiff and defendant agreed to assume responsibility for the remaining construction of the Dakopamean traditional market. The agreement was also signed and agreed to by the plaintiff and defendant, thus the plaintiff agreed to continue the construction of the traditional market until it reached 100% completion, or the construction would be completed within 50 (fifty) working days in accordance with the RAP (Implementation Budget Plan).

Furthermore, based on this agreement, PT Megah Makmur Mandiri, as the plaintiff, carried out its responsibilities in accordance with what had been previously agreed. Because the plaintiff had fulfilled its obligations under the agreement, the plaintiff was entitled to receive payment for the completion of the Dakopamean Traditional Market construction work. Therefore, the defendants were obligated to pay the plaintiff the completion costs of the work amounting to Rp3,245,979,000. As a result of the defendants' actions, PT Megah Makmur Mandiri suffered both material and immaterial losses. Consequently, the plaintiff filed a lawsuit with the Tolitoli District Court alleging breach of contract by the Trade Office regarding the Dakopamean Traditional Market Construction Contract.

Based on the description of the facts above, the panel of judges has the authority to decide the case of alleged default committed by the Trade Service

regarding the Contract Work Agreement in the Construction of the Dakopamean People's Market. In this case, the judge has an active nature to dig up facts that will help the panel of judges to decide this case. However, to assess or consider these facts, the panel of judges will consider all evidence that will be carried out by the parties in the trial. In Article 1866 of the Civil Code and Article 164 HIR / 284 RBG there are 5 (five) valid pieces of evidence, namely;

a. Written Evidence (Lettered Evidence)

Written evidence, or lettered evidence, is evidence that details the content of an act or legal event. The evidentiary process in written evidence can be seen or examined by authentic writing or private writing. Both writings will prove that the legal event actually occurred and was previously agreed upon by the parties.

b. Witness Testimony

Witness evidence in civil procedural law is the testimony of one or more individuals who testify before a judge about a situation directly felt, heard, experienced, or seen by the witness, directly related to the dispute being examined. This witness testimony aims to assist the judge in uncovering the material truth of a civil case.

c. Presumption

In private law, presumption is a form of proof conducted by examining a conclusion based on the judge's belief based on a specific phenomenon or fact. This type of evidence relies on a process of proving a phenomenon that has a strong basis, namely a law or basic regulation, or it can also utilize evidence that is not based on a regulation. This presumptive evidence is generally used to supplement pre-existing evidence (accessory evidence).

d. Admission

An admission is a complete piece of evidence in a trial. This evidence is given or presented by a party before a judge. In practice, an admission made by a party is automatically binding on that party, and the admission cannot be revoked due to error. However, this admission must also be delivered directly before the court. If given orally outside of court, the admission cannot be used as evidence unless the judge uses the admission as preliminary evidence to ensure its legal validity.

e. Oath

Oath evidence is evidence used to support the testimony presented before the judge. This oath of evidence will be based on each individual's belief that the information provided is true and not fabricated. This oath of evidence can also serve as a basis for ensuring that the information provided truly reflects the facts. If fabrication is found, the party providing the information will be subject to sanctions for providing false testimony in court.

B. Legal Liability of the Trade Office in Breach of Contract for the Construction of the Dakopamean People's Market Based on Decision Number 7/Pdt.G/2022/PN Tli

Generally, legal liability is an obligation that must be fulfilled by the party charged with legal responsibility. This legal liability is assigned or imposed on a party because initially, there are legally binding duties and responsibilities of the parties in the agreement. In civil law, legal liability is a burden of responsibility arising from two acts: a breach of promise and an unlawful act.

A breach of contract is an act committed by a party where the party is unable to fulfill its obligations in full, in part, or beyond the previously agreed time limit. This act results in losses to the other party bound by the agreement. These losses are the legal responsibility of the party causing the loss, which must provide compensation or restitution to the party who suffered the loss.

Article 1246 of the Civil Code stipulates that costs, compensation, and interest may be claimed by the injured party for the losses they suffer. This article clearly relates to the obligation of the party causing the loss to be legally accountable for their actions that result in losses to the other party.

In this regard, the case of the Dakopamean People's Market Construction Contract Agreement involving PT Megah Makmur Mandiri as the Plaintiff and the Tolitoli Regency Trade Office is one example of the application of this law. The party suffering losses due to a breach of contract caused by another party has the right to seek compensation from the party causing the loss. The party causing the loss also has a legal responsibility to compensate all losses incurred, including costs, damages, and interest, for the failure to fulfill this obligation.

In this case, this legal responsibility was also strengthened by the judge's decision, which stated that the defendant, the Tolitoli Regency Trade Office, had committed a breach of contract (default) against PT Megah Makmur Mandiri. Previously, PT Megah Mandiri had bound itself to the Tolitoli Regency Trade Office through a written contract agreement signed on October 10, 2018. This agreement was subsequently revised through an amendment to the contract agreement number: 510/349.01.02/Disperdag on December 31, 2018, which was also declared legally valid and binding on the parties.

Following this decision, the Tolitoli Regency Trade Office also assumed legal responsibility to pay the plaintiff, PT Megah Makmur Mandiri, Rp3,245,979 (Three Billion Two Hundred Forty-Five Million Nine Hundred Seventy-Nine Thousand Rupiah) for the losses suffered by the plaintiff, and also to settle the dispute costs amounting to Rp9,433,000 (Nine Million Four Hundred Thirty-Three Thousand Rupiah).

CONCLUSIONS AND RECOMMENDATIONS

Breach of contract disputes stem from a breach of an agreement between two parties, where one party fails to fulfill its obligations as agreed. In the case between PT Megah Makmur Mandiri and the Tolitoli Regency Trade Office, the breach of contract arose because the defendant failed to pay for the construction of a traditional market, despite the signing of the contract and its amendments. The resolution of this dispute through litigation demonstrates the importance of the judge's role in carefully evaluating evidence to produce a just and legally

binding decision. Evidence is the primary foundation for determining material truth and ensuring legal certainty, justice, and benefits for the parties.

Legal liability in breach of contract cases is the consequence of failure to fulfill obligations agreed upon in an agreement. In civil law, this liability arises from losses suffered by the other party due to negligence or error by one party in carrying out the terms of the agreement. This is in accordance with the provisions of the Civil Code, specifically Article 1243, which stipulates that compensation can be sought if the debtor remains negligent in fulfilling their obligations. In this case, the panel of judges ruled that the defendants, including the Trade Office, were negligent in their responsibilities. Therefore, they were legally responsible for paying compensation to the plaintiff, PT Megah Mandiri Makmur, in the amount of Rp. 3,245,979,000.00 in cash. The decision also confirmed the validity of the contract and required the defendants to comply with the verdict, as a concrete form of the application of the principle of legal responsibility in cases of breach of contract.

ADVANCED RESEARCH

Future research on breach of contract disputes could focus on examining how alternative dispute resolution (ADR) mechanisms, such as mediation and arbitration, might provide more efficient and less adversarial solutions compared to litigation. The case between PT Megah Mandiri Makmur and the Tolitoli Regency Trade Office demonstrates that court proceedings, while authoritative, often require substantial time, resources, and procedural complexities. By investigating the comparative effectiveness of ADR methods, scholars can evaluate whether such mechanisms uphold the principles of legal certainty, justice, and fairness in the same way that judicial decisions do, while also reducing the burden on the judicial system.

In addition, subsequent studies could explore the broader implications of government agencies or public institutions as parties in breach of contract disputes. The involvement of public bodies often raises questions regarding accountability, transparency, and the use of public funds in fulfilling contractual obligations. Analyzing similar cases in different regions or sectors may provide insights into patterns of negligence, systemic challenges, and potential reforms in public procurement practices. Such research would not only enrich academic discourse but also contribute to the development of legal frameworks that strengthen contractual compliance and reinforce trust between private actors and governmental institutions.

REFERENCES

- Agus Yudha Hernoko. (2010). *Hukum Perjanjian Asas Proporsionalitas Dalam Kontrak Komersil*. Kencana Jakarta.
- Citra Dewi Saputraa , Mila Surahmi. (2022). *Tanggung Jawab Para Pihak Dalam Kontrak Kerja Konstruksi Menurut Undang - Undang Tentang Jasa Konstruksi*. Jurnal Ilmiah Hukum Kenotariatan, Vol.11 No.2.
- Djumikasih, dkk. (2022). *Buku Ajar Hukum Perdata*. Malang: UB Press.
- Dwi Atmok dan Noviriska. *Kepastian Hukum dalam Transaksi Online: Peran Asas Itikad Baik Berdasarkan Hukum Perdata Indonesia*. (2024). *Binamulia Hukum*, Volume 13, Nomor 2.
- Griselda Vaustine, Marina dan Puja Ayu Purwanti. (2024). *Mekanisme Penyelesaian Sengketa Wanprestasi Dalam Hukum Perdata Indonesia Dispute Resolution Mechanism For Breach Of Performance In Indonesian Civil Law*. Jurnal Hukum Lex Generalis. Vol.5. No.4.
- Hayat, R. I., & Sukardi. (2020). Analisis pertimbangan hakim dalam memutus perkara ekonomi syariah terkait wanprestasi: Studi putusan nomor 0132/Pdt.G/2016/PA.Stg. *Khatulistiwa Law Review*, 1(2), 163-181.
- Hendri, J., & Khoiri. (2018). *Tinjauan yuridis terhadap wanprestasi dalam hal hutang piutang*. Jurnal Cendekia Hukum, Vol 3. Nomor 2.
- Hindun Siva Afriani, Muhamad Rizal dan Sari Usih Natari. (2023). *Perlindungan Hukum Terhadap Tenaga Kerja Borongan Bangunan Atas Keterlambatan Pemberian Upah (Perumahan Tamansari 2)Doktrin: Jurnal Dunia Ilmu Hukum dan Politik* Vol.1, No.3.
- I Dewa Ayu Sri Ratnaningsih, Cokorde Istri Dian Laksmi Dewi. (2024) *Sahnya Suatu Perjanjian Berdasarkan Kitab Undang-Undang Hukum Perdata (Agreeing To An Agreement Based On The Civil Code Law Book)*. Jurnal Risalah Kenotariatan Volume 5, No. 1.
- J. Satrio, Hukum Perikatan, (2001). *Perikatan yang Lahir dari Perjanjian: Buku I* (Bandung: Citra Aditya Bakti)
- Junaidi Abdullah. (2015). *Analisis Asas Konsensualisme Di Lembaga Keuangan Syariah*. Iqtishadia, Vol. 8, No. 2.
- Keputusan Menteri Tenaga Kerja No. KEP.101/MEN/VI/2004
- Kitab Undang-Undang Hukum Perdata

- Kristiane Paendong, H. T. (2022). Kajian Yuridis Wanprestasi Dalam Perikatan Dan Perjanjian Ditinjau Dari Hukum Perdata. *Lex Privatum*, Vol 10 No 3.
- Moleong, L. J. (2017). *Metodologi Penelitian Kualitatif* (Edisi revisi). Bandung: PT Remaja Rosdakarya.
- Muhammad Abdulkadir, 1990. *Hukum Perdata Indonesia* , Citra Aditya Bakti, Bandung.
- Nur Azza Morlin Iwanti, Taun. (2022). *Akibat Hukum Wanprestasi Serta Upaya Hukum Wanprestasi Berdasarkan Undang-Undang Yang Berlaku*. *Jurnal Ilmu Hukum "THE JURIS"* Vol. VI, No. 2
- Patricia Caroline Tiodor, Murendah Tjahyani, (2023). Asmaniar. *Pembuktian Wanprestasi Perjanjian Utang Piutang Secara Lisan*. *Jurnal Krisna Law*, Volume 5, Nomor 1.
- Peraturan Presiden Republik Indonesia Nomo 8 Tahun 2006 Tentang Perubahan Keempat Atas Keputusan Presiden Nomor 80 Tahun 2003 Tentang Pedoman Pengadaan Barang/Jasa Pemerintah
- Rachmadi Usman, (2012). *Mediasi di Pengadilan* (Jakarta: Sinar Grafika)
- Saija Ronald, dan Roger F. X. V. Letsoin, (2016) *Buku Ajar Hukum Perdata*, Deepublish , Yogyakarta.
- Salim H.S., (2008). *Pengantar Hukum Perdata Tertulis (BW)* (Jakarta: Sinar Grafika)
- Santy Fitnawati WN , Meisha Amelia Hayatinnufus, Nilam Cahya Listyani dan Riki Gana Suyatna. (2025) *Asas-Asas Utama dalam Perjanjian: Perspektif Hukum Perdata Indonesia*. *Konstitusi: Jurnal Hukum, Administrasi Publik, dan Ilmu Komunikasi* Volume 2, Nomor 1.
- Siti Kunarti. (2009). *Perjanjian Pemborongan Pekerjaan (Outsourcing) Dalam Hukum Ketenagakerjaan*. *Jurnal Dinamika Hukum* Vol. 9 No. 1.
- Soeparmono, (2005). *Hukum Acara Perdata dan Yurisprudensi*, Cetakan II. CV. Mandar Maju, Bandung.
- Stephanie Nathania Maramis, Merry Elisabeth Kalalo dan Rudolf Sam Mamengko. (2023). *Kajian Hukum Tentang Keabsahan Jual Beli Online Pada Aplikasi Facebook*. *Lex Privatum* Vol.XI/No.4
- Subekti R, *Hukum Perjanjian*, (Jakarta: PT. Intermasa, 1987)

Syahrul Rizqi Ramadhan, Dania Maulinda, Ulfa Kurnia Sari, Suwandoko Suwandoko. (2024), *Analisis Yuridis Pertimbangan Hakim Terhadap Perkara Wanprestasi (Studi Kasus 219/Pdt.GS/2023/PN Pti)*. Jurnal Hukum dan Sosial Politik Vol.2, No.3.

Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan
Undang-Undang tentang Arbitrase dan Alternatif Pilihan Penyelesaian Sengketa, UU Nomor 30 Tahun 1999

Undang-Undang Nomor 2 Tahun 2017 Tentang Jasa Kontruksi

Widiyastuti Murti Sari, *Asas-Asas Pertanggung Jawaban Perdata*, (Yogyakarta: Cahaya Atma Pustaka, 2020)

Yahman. (2016) *Cara Mudah Memahami Wanprestasi Dan Penipuan Dalam Hubungan Kontrak Komersial*. Prenada Media Group (Divisi Kencana), Jakarta.