

Judicial Reasoning in Banking Contract Defaults: A Case Study from Indonesian District Courts

R. Muhammad Arfit Arifiyansyah¹, Lu Sudirman², Ampuan Situmeang³
Nur Fatihah⁴

¹Faculty of Law, Universitas Internasional Batam, Indonesia

²Faculty of Law, Universitas Internasional Batam, Indonesia

³Faculty of Law, Universitas Internasional Batam, Indonesia

⁴Universiti Teknologi Malaysia, Malaysia

✉ Corresponding email: lu@uib.ac.id

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Abstract

Banking customer default (*wanprestasi*) cases have increasingly dominated civil litigation in Indonesian district courts, particularly following the economic disruptions caused by the COVID-19 pandemic. While debtors frequently acknowledge contractual breach, courts are often confronted with non-juridical arguments based on economic hardship, creating a tension between strict contractual enforcement and the pursuit of substantive contractual justice. This study aims to analyze judicial reasoning in adjudicating banking customer default by examining Decision No. 22/Pdt.G.S/2023/PN Batam and assessing its conformity with the provisions of the Indonesian Civil Code. The research employs a normative juridical method using statutory and case approaches, relying on secondary legal materials including court decisions, statutory regulations, and legal doctrines. The findings reveal that the court consistently applied Articles 1239, 1243, and 1244 of the Civil Code, declaring the defendant in default due to failure to fulfill credit repayment obligations despite multiple formal warnings (*somasi*). Judicial reasoning was primarily grounded in written evidence and the debtor's explicit acknowledgment of default, allowing the case to be resolved efficiently under the simplified lawsuit mechanism. The court ordered full repayment of the outstanding loan or, alternatively, authorized the auction of collateral through the State Assets and Auction Service Office (KPKNL). However, the analysis also indicates that the judgment predominantly emphasized legal certainty and contractual compliance while giving limited consideration to the debtor's post-pandemic economic condition and

request for installment relief. This study is significant as it demonstrates how simplified civil procedures reinforce creditor protection and procedural efficiency, yet simultaneously expose limitations in accommodating substantive contractual justice. The findings contribute to the development of default theory in banking law and provide critical insights for improving judicial responsiveness in contractual disputes involving socio-economic vulnerability.

Keywords: Banking Default; Judicial Reasoning; Contractual Justice; Civil Procedure; Indonesian Civil Code

Introduction

Default or breach of contract has become a major issue in the banking sector, particularly in consumer credit facilities such as People's Business Credit (*Kredit Komersial Rakyat / KUR*), Housing Loans (*Kredit Akuisisi Properti / KPR*), and Unsecured Loans (KTA). According to data from the Financial Services Authority (*Otoritas Jasa Keuangan/OJK*), the Non-Performing Loan (NPL) ratio reached 2.58% in March 2023. Although this figure remains within the nationally acceptable threshold, it nevertheless indicates that a considerable number of borrowers are unable to fulfill their repayment obligations (A & Prananda, 2023). Customer default may take the form of late payments, missed deadlines, or even non-compliance with contractual terms. This situation has been further exacerbated by the economic impact of the COVID-19 pandemic, which caused many micro, small, and medium-sized enterprises to lose stable sources of income. Borrowers have therefore argued that their inability to repay loans stems not from bad faith, but from severe economic pressure (Sherlin & Sudirman, 2021). However, from a civil law perspective, personal or economic hardship does not automatically eliminate legally binding contractual obligations. This circumstance creates a dilemma between strict legal compliance and humanitarian considerations in judicial proceedings (Lestari et al., 2022).

In several district courts, cases of banking customer default have shown an increasing trend and are frequently resolved through simplified lawsuit mechanisms. For example, in Decision No. 22/Pdt.G.S/2023/PN Btm, the debtor acknowledged having defaulted for eight months on a credit facility worth IDR 180 million provided by Bank BRI. Despite admitting the breach of contract, the debtor requested installment relief from the court on the grounds

of business failure and post-COVID-19 economic hardship (Syahfitri, 2022). A similar phenomenon was observed in Decision No. 91/Pdt.G/2021/PN Jkt.Pst, in which the debtor delayed payments for twelve months due to macroeconomic conditions, yet was still legally declared in default by the court. The prevalence of such cases demonstrates that debtor default is not solely a matter of bad faith, but also reflects the structural vulnerability of the people's economic system. Nevertheless, positive law continues to require full performance of contractual obligations (Daipaha et al., 2024). This condition ultimately generates tension between contractual norms and the socio-economic realities faced by society.

On the other hand, the rise in non-performing loans also has a direct impact on the financial condition of banks. As financial intermediaries, banks are obliged to maintain liquidity, one of which is achieved by suppressing the level of non-performing loans to prevent excessive pressure on internal financial ratios (Koraag, 2017). When a debtor defaults, the bank remains legally bound to pay deposit interest to other customers, establish provisions for productive assets, and absorb various operational risks. This situation generates material losses and constrains the bank's capacity to extend new credit. Accordingly, each contractual breach committed by a customer not only affects the private law relationship between the bank and the debtor, but also disrupts the stability of the banking system as a whole (Bunyamin et al., 2024). Therefore, banks possess both legal and economic interests in pursuing litigation as a means of asset recovery and corporate governance preservation. This condition explains why legal actions against defaulting debtors continue to increase.

Nevertheless, despite the bank's dominant legal position, moral and social challenges arise when assessing default in a rigid or black-and-white manner. A significant proportion of litigated debtors come from lower- to middle-income groups, often operating micro or informal businesses that lack sustainable financial security (Wahyuni & Purwanto, 2024). In many cases, debtors acknowledge their default yet continue to seek relief or renegotiation through judicial proceedings. Although such requests lack a clear normative legal basis, they frequently weigh heavily on judicial deliberations, as judges are also expected to uphold principles of social justice (Mongkito et al., 2021a). Judges thus face a

dilemma between ensuring legal certainty and achieving substantive justice. This phenomenon demonstrates that default is not merely a legal issue, but also engages humanitarian considerations within the practice of civil adjudication.

Normatively (*das sollen*), Indonesian civil law has established a clear and structured legal framework for resolving disputes arising from default through debt-related agreements. Article 1239 of the Indonesian Civil Code stipulates that any party who fails to perform its obligations under an agreement is required to compensate the other party for losses incurred (Frisyudha et al., 2021). In credit relationships, this principle is reinforced by Article 1338 of the Civil Code, which provides that a lawfully concluded agreement shall bind the parties as law (*pacta sunt servanda*). These provisions give rise to the principle of legal certainty, whereby contractual breaches such as payment default (*wanprestasi*) should, in principle, result in full liability on the part of the debtor without regard to personal motives or circumstances (Wahyuni & Purwanto, 2024). Furthermore, Supreme Court Regulation (PERMA) No. 2 of 2015 as amended by PERMA No. 4 of 2019 introduces a procedural mechanism that is fast, simple, and cost-efficient for creditors seeking legal remedies. Ideally, therefore, all necessary legal instruments are already in place to protect creditors' rights and ensure the effective enforcement of contractual obligations (Agustianto, Fitri, & Angelyn, 2023).

However, in practice (*das sein*), the application of these legal rules often fails to operate as intended due to the intervention of social, emotional, and economic factors raised by debtors during court proceedings. Many debtors formally acknowledge their default, yet subsequently submit requests for leniency, installment renegotiation, or payment deferral on humanitarian grounds, such as business failure or pandemic-related hardship. These circumstances generate moral pressure and non-judicial considerations for judges who, in principle, are bound to apply written law objectively (Lutfiana et al., 2024). Judges are frequently confronted with a dilemma between rigidly enforcing legal rules and taking into account the personal circumstances of debtors who appear economically vulnerable and lack viable alternatives. In this context, the function of law as a guarantor of legal certainty is disrupted by empathetic considerations

and subjective notions of justice. This situation gives rise to a clear gap between the idealism of civil law, which demands strict contractual compliance, and the far more complex and nuanced social realities encountered in judicial practice. Consequently, an honest and objective analysis is required to examine how judges navigate this tension in real-world adjudication (Ass et al., 2024).

Several previous studies have examined issues related to credit default and banking responsibility. In 2022, a study analyzed the impact of the People's Business Credit (Kredit Usaha Rakyat/KUR) scheme on micro, small, and medium enterprises (MSMEs) in Telaga Jaya District, Gorontalo Regency, during the COVID-19 pandemic (Ramadhani et al., 2022). In 2024, research was conducted on strengthening MSMEs through banking literacy by disseminating information on the KUR program (Rimenda et al., 2024). Another study in 2024 explored the challenges faced by MSMEs receiving KUR facilities through Bank Kalbar (Patriana et al., 2024). Furthermore, a 2024 study examined strategies for restructuring KUR facilities as a means of mitigating Loan at Risk (Savitri Dewi & Harzini, 2024), while another 2024 study analyzed the disparity between the implementation of KUR for MSMEs and the practical realities of informal moneylending (Manuhutu & Maheswara, 2024).

The novelty of this study lies in its examination of how judges utilize a debtor's admission as valid legal evidence and how they assess requests that are moral in nature but lack a clear juridical basis. Decision of the Batam District Court No. 22/Pdt.G.S/2023/PN Btm was selected because it accurately reflects the practical occurrence of customer default within banking credit relationships and was adjudicated through the simplified lawsuit mechanism. This case is particularly distinctive as the debtor explicitly acknowledged all elements of default, yet continued to request payment leniency based on personal and economic reasons. The study seeks to demonstrate the boundary between contractual obligations and moral considerations that courts frequently encounter in practice. Accordingly, the analysis contributes to the enrichment of contract law and banking law literature, particularly with respect to simplified judgments at the district court level. The case also illustrates the effectiveness of simplified legal instruments in resolving financially complex disputes.

This research is significant as it provides a concrete illustration of how judges assess acts of default based on both written and oral admissions by debtors, as well as the consistency of procedural law application in simplified lawsuits. However, its limitations lie in the use of a single case study, which restricts the generalizability of the findings to all default-related disputes without comparative validation. This study does not examine the technical aspects of enforcement or auction execution, focusing solely on the adjudicative phase of judicial decision-making. Moreover, the economic and social dimensions of debtor failure are not analyzed from a policy perspective, but rather through a normative juridical approach. Nonetheless, these findings may serve as a valuable contribution to the development of judicial standards in adjudicating customer default cases, which have continued to increase in the post-pandemic period.

Research Method

This study employs a normative juridical method, namely a legal research approach that is grounded in the examination of written positive legal norms, including statutory regulations, legal doctrines, and general principles of law (Benuf & Azhar, 2020). This method aims to analyze the legal construction and juridical reasoning applied by judges in Decision No. 22/Pdt.G.S/2023/PN Btm, as well as to evaluate the conformity of the legal basis employed with the provisions of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata). Accordingly, the research places legal norms as the primary foundation for assessing the reasonableness and validity of the judges' legal considerations.

The approaches adopted in this research include the statute approach and the case approach (Ihsan et al., 2023). The statute approach is conducted by examining relevant legal instruments, particularly the Civil Code as the principal normative reference in contractual default cases. Meanwhile, the case approach is utilized to closely examine and comprehensively analyze the content, structure, and legal reasoning contained in Decision No. 22/Pdt.G.S/2023/PN Btm as the primary object of analysis. This approach also involves scrutiny of the legal facts,

evidence, and operative part of the judgment (*amar putusan*) to test the coherence between legal norms and judicial practice.

The type of data used in this study consists of secondary data in the form of legal materials. Primary legal materials include Decision No. 22/Pdt.G.S/2023/PN Btm, the Indonesian Civil Code, and Supreme Court Regulation (PERMA) No. 4 of 2019 on Simplified Lawsuits. Secondary legal materials comprise legal literature, textbooks, law journals, and scholarly articles. Data collection techniques are carried out through document study and library research, while data analysis is conducted qualitatively by interpreting legal norms in relation to the judicial decision in order to formulate normative conclusions regarding the practice of civil law application (Arliman S, 2018).

Results and Discussions

Legal Reasoning Analysis and the Application of Default Norms by Judges in Decision No. 22/Pdt.G.S/2023/PN Btm

Default (*wanprestasi*) in civil law constitutes a form of failure by one party to fulfill its obligations under a valid agreement. The term *wanprestasi* originates from the Dutch word *wanprestatie*, meaning a breach of promise or contractual obligation. In civil law scholarship, default is commonly defined as a condition in which a debtor fails to perform the agreed obligation properly, either in whole or in part, within the stipulated time and manner (Amelia, 2025). According to Subekti (2001), default encompasses all forms of contractual violations that give rise to the creditor's right to claim compensation. In Indonesian legal practice, the concept of *wanprestasi* serves as the primary legal basis for resolving civil disputes arising from contractual relationships (Al Haq, 2025). Accordingly, the existence of a valid agreement constitutes an essential element in determining whether a particular act or omission may be classified as default. Cases of *wanprestasi* frequently arise in the banking sector, including in the case under analysis.

Doctrinally and in judicial practice, *wanprestasi* manifests in several forms, namely: (1) complete non-performance of the obligation; (2) late performance of the obligation; and (3) performance that does not conform to the terms of the agreement. The first form refers to situations in which the debtor entirely fails to fulfill the obligation, such as failing to repay a debt or deliver agreed goods. The second form occurs when the debtor performs the obligation after the agreed deadline has elapsed (Aini, 2024). The third form relates to performance that does not meet the agreed quality, quantity, or specifications stipulated in the contract. In practice, the second and third forms of default are most frequently alleged by creditors in banking credit relationships, particularly when debtors delay payments or remit amounts below those contractually agreed upon. In the present case, the form of default involves a combination of delayed payment and complete non-payment (Bunyamin et al., 2024). Therefore, it is crucial for judges to properly qualify such conduct within the appropriate category of default.

In order for a party to be legally declared in default under civil law, several requirements must be satisfied (Nggilik et al., 2025). First, a valid legal relationship (*perikatan*) must exist between the parties, namely a contract that fulfills the requirements set forth in Article 1320 of the Indonesian Civil Code. Second, the obligation must involve a performance that can be objectively assessed, whether in the form of monetary payment, delivery of goods, or provision of services. Third, the party in default must lack any lawful justification or legal defense capable of releasing it from contractual liability. Fourth, as a general rule, the creditor must have issued a formal warning or demand (*somasi*) sufficient to notify the debtor of the contractual breach. If, after such warning, the debtor continues to fail to fulfill its obligations, default is deemed to have occurred in a complete legal sense. These requirements have become a consistent standard in judicial practice for determining the existence of default (Hariatih et al., 2024).

Based on the analysis of Decision No. 22/Pdt.G.S/2023/PN Btm, which serves as the central focus of this study, it is found that all elements of default (*wanprestasi*) were proven through the defendant's admission and the documentary evidence submitted by the plaintiff.

TABLE 1: Case Information

No.	Aspect	Information
1	Case Number	22/Pdt.G.S/2023/PN Btm
2	Court	Batam District Court
3	Plaintiff	PT. Bank Rakyat Indonesia (Persero) Tbk, Batam Center Branch
4	Defendant	Suprpto
5	Type of Case	Simplified Lawsuit – Default (Wanprestasi)
6	Date of Decision	31 August 2023
7	Subject Matter	Arrears on Kupedes credit facility amounting to IDR 180,000,000, with monthly installments of IDR 4,744,095 over a 60-month period
8	Plaintiff's Claims	Declaration of default; payment of principal amounting to IDR 174,616,167 plus interest, penalties, and sale of collateral
9	Defendant's Response	Admitted the loan and arrears; claimed business failure due to COVID-19; requested installment reduction to IDR 2,500,000 per month
10	Decision	Partially granted the claim; declared the Defendant in default; ordered payment of IDR 174,616,167; collateral to be auctioned if payment is not made
11	Legal Basis	Article 1243 of the Indonesian Civil Code; Supreme Court Regulation (PERMA) No. 4 of 2019 on Simplified Lawsuits

12	Operative Ruling (Amar Putusan)	(1) Partially granting the claim; (2) declaring default; (3) ordering payment of IDR 174,616,167; (4) ordering auction of collateral if unpaid; (5) rejecting the remainder
13	Brief Description	This case concerns a simplified lawsuit filed by PT. Bank Rakyat Indonesia (Persero) Tbk against Suprpto for default under a Kupedes credit agreement amounting to IDR 180 million. The Defendant fell into arrears for eight months starting in December 2022. The Plaintiff sought payment of the principal, interest, penalties, and execution of collateral in the form of SHGB No. 03275. The Court partially granted the claim, declared the Defendant in default, ordered payment of IDR 174,616,167, and authorized the auction of collateral should the obligation remain unpaid.

Source: Decision No. 22/Pdt.G.S/2023/PN Btm

Normatively, the primary legal basis for default is found in Article 1239 of the Indonesian Civil Code, which provides that any person who fails to perform an obligation is required to compensate for costs, losses, and interest (Wahyuni & Purwanto, 2024). In addition, Article 1243 of the Civil Code stipulates that damages may be claimed only after the debtor has been formally declared in default through a written demand or equivalent legal notice. In the context of simplified lawsuits, a creditor's formal warning (*somasi*) may be deemed a valid declaration of default. Furthermore, Articles 1244 and 1245 of the Civil Code regulate exceptions to liability where non-performance is caused by force majeure, circumstances that are not present in this case (Sinaga, 2020). Judges may also refer to Supreme Court Regulation (PERMA) No. 2 of 2015 as amended by PERMA No. 4 of 2019, which governs simplified lawsuits and emphasizes speed, cost efficiency, and simplified evidentiary procedures. These

legal provisions form the normative framework guiding judges in assessing default cases and rendering decisions consistent with the principle of legal certainty (Perwirasari & Ikrardini, 2020). In the present case, these legal bases were applied consistently by the court.

Based on the considerations of the panel of judges in Decision No. 22/Pdt.G.S/2023/PN Btm, it was established that the Defendant obtained a credit facility from the Plaintiff amounting to IDR 180,000,000, with monthly installments of IDR 4,744,095 over a period of 60 months. However, starting in December 2022, the Defendant ceased making payments altogether, resulting in arrears for eight consecutive months. The Plaintiff subsequently issued three formal warning letters (*somasi*), none of which elicited any response from the Defendant, causing the credit facility to be classified as non-performing. During the trial, the Defendant acknowledged the entire content of the agreement and admitted his negligence, yet continued to request leniency on the grounds of business failure following the pandemic (Sholichah et al., 2023). The judges considered that such admission fulfilled the legal requirements of default under Articles 1239 and 1243 of the Indonesian Civil Code. Accordingly, the judges' legal reasoning was firmly grounded in the conformity between the established facts and the applicable legal norms. This chronology strengthened the Plaintiff's legal position as a creditor whose contractual rights had been clearly violated (Anggradinata & Munandar, 2022).

The agreement between the parties in this case took the form of a Debt Acknowledgment Letter (*Surat Pengakuan Hutang*), which stipulated the credit terms, installment scheme, duration, and collateral provisions. The agreement was signed by the Defendant knowingly and voluntarily and was accompanied by a power of attorney authorizing the sale of the collateral in the event of default (Sugiyanto, 2024). In addition, Building Use Rights Certificate (SHGB) No. 03275 registered under the name Fauziah was submitted as collateral and held by the bank as security for the repayment of the credit facility. This agreement fulfilled the validity requirements of a contract under Article 1320 of the Indonesian Civil Code and was legally binding upon the parties as law (*pacta sunt servanda*) (Syahri et al., 2025). In this case, the Debt Acknowledgment Letter

constituted the primary piece of evidence, which was neither contested nor disputed by the Defendant and was, in fact, fully admitted during the proceedings. The form of this agreement demonstrates that the parties had expressly agreed upon the legal consequences arising from non-performance. Therefore, any breach of its terms may directly serve as a basis for a claim of default (*wanprestasi*) (Mongkito et al., 2021b).

The conduct deemed to constitute default in this case was the Defendant's failure to pay the monthly installments for eight consecutive months. The Plaintiff had undertaken preventive legal measures by issuing a series of formal warning letters, yet no concrete response was provided by the Defendant. Although the Defendant asserted in both written and oral statements that he did not act in bad faith, his objective negligence had nonetheless resulted in financial loss to the bank. Moreover, the Defendant continued to retain control over the collateral and failed to demonstrate any active or substantial effort to settle his credit obligations (Hafriza et al., 2024). Consequently, the judges concluded that such conduct satisfied the elements of default as stipulated under civil law. The failure to perform contractual obligations in a timely manner, the absence of lawful justification, and the lack of voluntary remedial action constituted strong grounds for the judges to declare the Defendant in default (*wanprestasi*) (Rozi, 2023). In this case, the judges did not consider personal circumstances as a valid legal defense.

During the court proceedings, the positions of the respective parties were clearly delineated. The Plaintiff appeared through legal counsel and submitted complete documentary evidence, including the Debt Acknowledgment Letter (*Surat Pengakuan Hutang*), the power of attorney to sell the collateral, formal warning letters (*somasi*), and records of credit arrears (Daipaha et al., 2024). The Defendant appeared in person and raised no objections to either the substance of the agreement or the amount of the outstanding debt. The Defendant merely submitted a request for installment leniency on the grounds of his inability to repay in accordance with the agreement. This circumstance demonstrates that the Plaintiff's legal position was significantly stronger, both formally and materially, in the proceedings. The absence of any rebuttal to the documentary

evidence or the contractual terms rendered all of the Plaintiff's claims proven. Consequently, the procedural posture of the parties strongly supported the panel of judges' legal reasoning in rendering the decision (Khosyati & Rahima, 2024).

The judges declared that default had occurred because all required elements were objectively satisfied. The court referred to the existence of a valid agreement, evidence of default in the form of overdue installments, and the issuance of three formal warning letters. Furthermore, the judges considered that the Defendant's admission of negligence during the proceedings further strengthened the Plaintiff's legal position. Accordingly, no additional complex evidentiary process was required (Aminatul, 2018). This decision illustrates that, within the framework of simplified lawsuits, a debtor's admission may constitute strong and sufficient evidence to establish default. This approach is consistent with Article 18 of Supreme Court Regulation (PERMA) No. 4 of 2019, which emphasizes efficiency in evidentiary procedures. Therefore, the judges' reasoning in declaring default may be regarded as legally accountable and logically sound.

In this case, the evidence submitted by the Plaintiff was both sufficient and convincing in accordance with the rules of civil procedural law (Hutomo & Santoso, 2022). The Plaintiff submitted eleven items of documentary evidence (P-1 to P-11), including the Debt Acknowledgment Letter, the power of attorney to sell, proof of collateral submission, and successive formal warning letters (*somasi*). All of these documents were acknowledged as accurate by the Defendant without any objection or counter-evidence. The Defendant did not submit any written evidence in rebuttal, relying solely on an oral admission accompanied by a request for leniency (Oemardi & Sudiro, 2024). In judicial practice, such admissions tend to further strengthen the plaintiff's position and expedite the evidentiary process. Therefore, the judges appropriately concluded that no additional evidence was required, as all elements of default had been lawfully established. This conclusion is also consistent with the character of simplified lawsuits, which emphasize efficiency, clarity, and procedural expediency.

Although the Defendant did not explicitly demonstrate bad faith, his repeated negligence and inability to fulfill contractual obligations without any

concrete measures toward resolution indicate a lack of legal responsibility. In his response during the proceedings, the Defendant acknowledged the debt and expressed an intention to repay it by selling assets; however, no tangible evidence or measurable progress toward repayment was presented. Economic hardship does not constitute a lawful excuse under Article 1245 of the Indonesian Civil Code unless it can be proven as force majeure—namely, circumstances that are unforeseeable and beyond the debtor’s control. In this case, business failure allegedly caused by the pandemic was not accepted by the judges as a valid justification, as it occurred after the pandemic had subsided and the Defendant’s business had not been legally declared bankrupt (Salsabilah & Atsar, 2024). Consequently, the Defendant’s conduct could not be classified as good faith performance of contractual obligations. The judges correctly interpreted that the obligation to repay the debt remains legally binding and is not extinguished by personal or emotional considerations.

The panel of judges consistently and appropriately applied the relevant provisions of the Indonesian Civil Code, particularly Article 1239 concerning contractual liability, Article 1243 regarding formal notice of default (*somasi*), and Articles 1244–1245 on exemption from liability due to force majeure (Lubis, 2024). The judges also referred to Supreme Court Regulation (PERMA) No. 4 of 2019 to assess the evidentiary value of the Defendant’s admission in the context of a simplified lawsuit. The application of these legal bases demonstrates that the judges did not merely emphasize formalistic reasoning but also ensured proportionality in their legal argumentation. By rejecting the request for conservatory seizure (*conservatoir beslag*), the judges further showed objectivity, refraining from automatically granting all claims advanced by the Plaintiff (Lathif, 2017). Moreover, the decision to allow a period for voluntary repayment prior to auctioning the collateral reflects continued observance of procedural fairness. Accordingly, the application of default norms in this case reflects coherence between legal doctrine, positive law, and the principles underlying simplified judicial proceedings (Zaini & Setiawan, 2025).

Overall, the judges’ legal reasoning in Decision No. 22/Pdt.G.S/2023/PN Btm may be regarded as representative of the fundamental principles of civil law:

legal certainty, justice, and utility. The judges established the existence of a valid agreement between the parties, confirmed that the Defendant committed negligence without lawful justification, and verified that adequate formal warnings had been issued. The decision to partially grant the Plaintiff's claim demonstrates judicial selectivity and restraint, rather than excessive adjudication. While the judges acknowledged the Defendant's social circumstances, they did not allow personal considerations to serve as grounds for exemption from legal liability (Budiman et al., 2024). This indicates that the judges adhered closely to the statutory framework and avoided reliance on subjective or overly casuistic reasoning. In this context, strengthening legal certainty is essential to preserving the integrity of contractual relationships between business actors and financial institutions. Accordingly, the judicial approach adopted in this case may serve as a reference for the resolution of similar banking disputes in future cases (Widagda & Primantari, 2025).

From the perspective of legal protection for creditors, this decision demonstrates that the court provides adequate space for banking institutions to lawfully enforce their rights. The clarity regarding debt collection procedures, collateral submission, and the legal consequences of default had been expressly stipulated in the contract and was firmly supported by positive law (Merina & Piwari, 2025). Nevertheless, the decision also reflects that the court does not automatically facilitate collateral execution without adherence to clear legal procedures, as evidenced by its rejection of the request for conservatory seizure (*sita jaminan*). This indicates a proportional approach in which creditors are granted legal protection while still being required to comply with formal mechanisms, such as collateral auctions conducted through the State Assets and Auction Service Office (KPKNL) (S. Wulandari et al., 2020). Such an approach is crucial to preventing abuses of authority or unilateral actions in the seizure of collateral. At the same time, it upholds the principle of fairness for debtors and provides an important precedent for other contractual relationships within the financial sector.

Accordingly, it may be concluded that the judges applied the legal norms governing default (*wanprestasi*) accurately and on the basis of valid evidence and

sound legal reasoning. The decision demonstrates consistency between the facts established at trial, the Defendant's admission, and the legal grounds invoked. The judges emphasized the principles of legal certainty, procedural efficiency in simplified lawsuits, and creditor protection, while still safeguarding the Defendant's right to voluntarily settle the outstanding debt. The rejection of the conservatory seizure request further reflects a balanced consideration of justice and proportionality. Therefore, Decision No. 22/Pdt.G.S/2023/PN Btm is worthy of academic examination as a representative case for assessing the application of default norms in the practice of simplified civil litigation in Indonesia. Overall, this analysis illustrates how civil law operates concretely in resolving disputes between financial institutions and their customers.

Evaluation of the Consistency of the Judges' Legal Reasoning in Decision No. 22/Pdt.G.S/2023/PN Btm with Contractual Provisions under the Indonesian Civil Code

This case originated from a *Kupedes* credit agreement between PT. Bank Rakyat Indonesia (Persero) Tbk, Batam Center Branch, as the Plaintiff, and Suprpto as the Defendant. Based on the Debt Acknowledgment Letter No. SPH: 95042679/3277/08/22 dated 19 August 2022, the Defendant received a credit facility amounting to IDR 180,000,000, which was to be repaid in monthly installments of IDR 4,744,095 over a period of 60 months. To secure the loan, the Defendant provided collateral in the form of a Building Use Rights Certificate (SHGB) No. 03275 registered under the name Fauziyah, which was held by the Plaintiff until full repayment of the debt. The agreement stipulated that, in the event of default, the Plaintiff was entitled to sell the collateral either through a private sale or a public auction.

During the performance of the agreement, the Defendant began to default on his payment obligations starting in December 2022, resulting in arrears for eight consecutive months. The Plaintiff issued three formal warning letters (*somasi*) between March and April 2023, which were disregarded by the

Defendant. Consequently, the credit facility was classified as non-performing, with an outstanding principal balance of IDR 174,616,167. The Plaintiff claimed to have suffered financial losses due to its obligation to pay interest to depositors and to establish provisions for productive assets. Based on Article 1243 of the Indonesian Civil Code, the Plaintiff asserted that the Defendant had committed default (*wanprestasi*) and sought full repayment of the outstanding principal along with costs, damages, and interest.

Decision No. 22/Pdt.G.S/2023/PN Btm provides a concrete illustration of how the panel of judges interpreted and applied the legal norms governing default within the Indonesian civil law system. In its legal reasoning, the court primarily relied on Article 1239 of the Indonesian Civil Code to affirm that the Defendant had committed default by failing to fulfill his loan repayment obligations in a timely manner. This reasoning was further reinforced by the application of Article 1243 of the Civil Code, which regulates the issuance of formal notice (*somasi*) as an official warning to a debtor in default (Gustiana et al., 2022). In the present case, the Plaintiff had sent three formal warning letters, which served as the legal basis for declaring the Defendant lawfully in default. This application demonstrates that the judges adhered to the formal norms of default by satisfying the minimum legal standard of notice. From a juridical standpoint, this approach is appropriate and consistent with the framework of Indonesian civil law (Masri & Wahyuni, 2022).

In addition, the judges also considered Articles 1244 and 1245 of the Indonesian Civil Code in assessing the Defendant's argument that his default was attributable to post-COVID-19 economic hardship. However, there was insufficient evidence to substantiate the existence of force majeure or compelling circumstances capable of extinguishing the obligation to pay (Sukerta et al., 2021). Consequently, the Defendant's argument was rejected and did not affect the judges' conclusion regarding the occurrence of default. This approach demonstrates that the judges consistently applied the legal norms governing exemptions from contractual liability and did not accept personal hardship as a basis for release from responsibility. Such reasoning is also consistent with the principle of strict contractual liability, which applies unless proven otherwise

(Kadriah et al., 2020). Accordingly, the application of these norms may be regarded as logical and consistent with the prevailing legal system.

The legal basis employed by the judges in this decision primarily emphasizes performance of the contractual obligation rather than contract termination or the separate award of damages. This is reflected in the operative ruling, which orders the Defendant to voluntarily repay the entire outstanding loan amount and, failing that, authorizes the sale of the collateral through the State Assets and Auction Service Office (KPKNL) (Rabbani & Alfresi, 2024). There was no explicit order to annul the contract or to award additional penalties or immaterial damages. The primary focus was the repayment of the remaining principal debt as a form of contractual performance. This reasoning reflects the principle of *restitutio in integrum*, namely the restoration of the parties to their original position, rather than imposing punitive or retributive measures against the Defendant (Ariswanto et al., 2023). Normatively, the decision demonstrates consistency between the established legal facts, the Plaintiff's claims, and the judges' legal considerations. The legal reasoning shows no deviation from applicable legal norms or juridical logic. The judges sequentially set out the existence of a valid agreement, the Defendant's failure to pay, the issuance of formal warnings, and the legal consequences of default (Suciyati & Siregar, 2025). The refusal to grant the request for conservatory seizure (*conservatoir beslag*) further indicates that the judges did not automatically accommodate all of the Plaintiff's claims, but instead assessed their urgency and proportionality. Therefore, it may be concluded that the legal reasoning in this decision is logical, coherent, and normatively sound.

From the perspective of contractual justice, this decision may be analyzed through the lens of Aristotelian justice theory, particularly corrective and distributive justice. Corrective justice requires the restoration of the parties' original positions following the loss suffered, which in this case is achieved through repayment of the debt and the auction of collateral (Jannah et al., 2024). The judges recognized that the agreement constituted a binding commitment (*pacta sunt servanda*), yet still afforded the Defendant an opportunity to voluntarily repay the debt prior to execution. This demonstrates that while the

contract was enforced strictly, the court nevertheless preserved space for amicable settlement, thereby maintaining fairness (Sinaga, 2020). In this sense, the decision reflects a balanced application of contractual justice.

Nevertheless, one aspect that may warrant further consideration appears to have been insufficiently addressed, namely the Defendant's request for installment relief or debt restructuring. In his response, the Defendant expressed an intention to continue repayment under a reduced installment scheme of IDR 2,500,000 per month due to limited economic capacity. The judges did not expressly address this request in their reasoning and instead focused solely on full repayment. Within the context of simplified civil proceedings and the principles of mediation or restorative justice, consideration of such a restructuring request—at least in terms of its feasibility—could have strengthened the moral and social legitimacy of the decision. Although such consideration is not a legal obligation, it forms part of broader social justice principles that may enhance judicial legitimacy (Suciyati & Siregar, 2025).

When compared with similar jurisprudence, such as Decision No. 193/Pdt.G.S/2022/PN Mdn, the panel of judges in that case accommodated the debtor's request for installment rescheduling after good faith and partial repayment had been demonstrated. In that decision, the judges took into account the national economic conditions and granted a grace period for repayment, while still formally declaring the debtor in default (*wanprestasi*) (Andrini et al., 2023). This contrast illustrates that, in the Batam case, the judges adopted a stricter approach, prioritizing the principle of legal certainty over socio-economic flexibility. Although this approach does not contravene positive law, it places greater emphasis on formal legal compliance rather than substantive justice considerations. The Batam decision also does not explicitly invoke the principle of proportionality or the reasonableness standard in assessing the burden of debt repayment. While the amount of the installments and the total debt were contractually agreed upon, the debtor's lack of stable income or liquid assets should arguably have warranted further consideration. In global legal practice, the concept of "subjective impossibility" or factual inability is sometimes employed as a basis for mitigating contractual sanctions (Maulana et al., 2022).

The absence of any discussion of this dimension in the present decision may thus be viewed as an ethical gap in its evaluative framework. Accordingly, while the decision is juridically sound, its moral justice dimension remains open to debate.

From the perspective of consumer protection in financial services, the court did not connect this case with the principle of banks' social responsibility toward productive borrowers. In modern theories of contractual relations, loan agreements are not merely concerned with numerical obligations and repayment deadlines, but also with maintaining a balance in economic relationships—particularly when the loan involved falls under the KUR (People's Business Credit) scheme. This implies a degree of social responsibility on the part of banks as micro-finance providers. However, the judges did not take this dimension into account, as their analysis focused exclusively on contractual default and formal evidentiary proof (Marpaung & Damanik, 2023). Had this aspect been considered, it could have enriched the ethical and sociological foundation of the decision. Although the judges avoided contract annulment or the imposition of additional sanctions, the operative ruling ultimately emphasized normative enforcement through coercive legal measures, namely the auction of collateral. This approach is consistent with the executorial principle in debt agreements, yet appears to leave limited room for alternative dispute resolution mechanisms (N. Wulandari & Subadi, 2024). While such an approach aligns with the efficiency-oriented character of simplified lawsuits, in the broader context of social contracts and micro-economic sustainability, the judges could have opened space for renegotiation between the parties. Had this occurred, the role of the court would not only have been to enforce the law, but also to strengthen community economic resilience through effective judicial mediation.

From the overall analysis, it is evident that the legal basis applied by the judges is consistent with the default (*wanprestasi*) norms stipulated in the Indonesian Civil Code. However, the judicial approach adopted in this case is highly normative and reflects minimal engagement with social or economic-ethical considerations. While such an approach is lawful and robust in juridical terms, it

appears comparatively weak in addressing dimensions of socio-economic justice. Strengthening aspects of mediation, debt renegotiation, or restructuring considerations could constitute important measures to enhance the moral legitimacy of judicial decisions. Therefore, although this decision merits recognition as a legal reference, the development of progressive legal practice requires judges to remain open to alternative, good-faith-based contractual dispute resolution mechanisms. Decision No. 22/Pdt.G.S/2023/PN Btm represents a strictly formal and target-oriented legal approach in the enforcement of civil law obligations. Nevertheless, within the evolving context of contract law—which increasingly emphasizes balance, flexibility, and consumer protection—this approach cannot yet be regarded as fully progressive. Accordingly, future judicial development should be enriched by decisions that assess default not merely from the textual terms of the contract, but also from the standpoint of intent, economic context, and the sustainability of the debtor–creditor relationship. The Batam decision thus serves as an important lesson on the boundary between legal certainty and functional justice in the practical application of contractual law.

Conclusion

Decision No. 22/Pdt.G.S/2023/PN Btm demonstrates that the judges consistently applied the default (*wanprestasi*) provisions of the Indonesian Civil Code, particularly Articles 1239 through 1245, by grounding their ruling on written evidence and the Defendant’s admission. The court concluded that default had occurred due to the Defendant’s failure to pay installments in accordance with the agreement, despite having received formal warnings. Accordingly, the judges ordered the Defendant to fulfill the outstanding obligation or surrender the collateral for auction, in line with the principle of *pacta sunt servanda* and the doctrine of legal certainty in contractual relations. Although the decision satisfies both the formal and substantive requirements of civil law, the court did not substantively accommodate aspects of contractual justice, such as the debtor’s request for payment leniency arising from post-

pandemic economic hardship. This constitutes an important observation that, while legal norms were correctly applied, the ruling does not fully reflect a balance between legal certainty and social justice considerations. Consequently, a more adaptive legal approach that is responsive to the debtor's socio-economic conditions may become increasingly relevant in addressing the complexity of similar contractual disputes in the future.

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The author declares that there are no competing interests related to the research, authorship, or publication of this article.

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