

**Descriptive Analysis of PT Default Cases Aneka Tambag VS Phillip Philip  
Tonggoredjo and Its Correlation With Subekti's Default Theory**

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**ABSTRACT**

This research is qualitative research with a descriptive approach. The data used in this research is secondary data that researchers obtained from books, scientific articles, credible websites, and other things that are usually used in every research. The data used in this research was analyzed using the stages of data collection, data selection, data reduction, and drawing conclusions in descriptive form. The result in this article show that the PT Default Case. Aneka Tambang and Phillip Taonggoredjo which have been formulated by Subekti both in terms of their meaning, elements, types of causes, and other things because there was a non-fulfillment of the agreement by PT. Various mines whether carried out intentionally or through negligence.

**Keywords :** *Default Cases, Subekti, Theory*

**INTRODUCTION**

Default comes from the Dutch word "wanprestastie" which means bad performance. Default is an attitude where a person does not fulfill or neglects to carry out obligations as specified in the agreement made between the creditor and debtor. According to the legal dictionary, breach of contract means negligence, neglect, breach of promise, failure to fulfill one's obligations in an agreement. What is meant by default is a situation where, due to negligence or fault, the debtor is unable to fulfill the performance as specified in the agreement and is not in a compelling situation, while it is stated that default is not fulfilling or neglecting to carry out obligations as specified in the agreement made between the creditors. with debtors (ADININGTYAS, 2019).

According to (Prayogo, 2016) default is the absence of a performance in contract law, meaning something that must be implemented as the contents of an agreement which in Indonesian can be used the term "implementation of a promise for performance and lack of implementation of a promise for default". R. Subekti stated that breach of contract is negligence or negligence which can be of 4 types, namely: 1. Not doing what he has agreed to do. 2. Carry out what has been promised, but not as promised. 3. Doing what was promised but being late. 4. Carrying out an act that according to the agreement cannot be carried out.

Yahya Harahap defines default as the implementation of obligations that are not done on time or are carried out inappropriately. This creates an obligation for the debtor to provide

or pay compensation, or if there is a default by one party, the other party can demand cancellation of the agreement. If the debtor does not fulfill his promise (default) then the creditor can request his rights in the form of: 1. The right to demand fulfillment of the agreement (nokomen). 2. The right to demand termination of the agreement if the agreement is reciprocal, demanding cancellation of the agreement (ontbinding). 3. The right to claim compensation (schade vergoeding). 4. The right to demand fulfillment of the agreement with compensation. 5. The right to demand termination or cancellation of the agreement with compensation (Fajri, 2021).

The debtor's actions as the party committing the default can be said to be a mistake, because in agreement or contract law there is the principle of *pacta sunt servanda*, which means that the agreement must be obeyed like a law for those who make it. However, debtors must still receive legal protection so that they do not receive inappropriate treatment. If the debtor is in default but the debtor shows good faith towards the creditor with the intention of carrying out the performance, then it should be resolved through deliberation or amicable terms (Nursariani Simatupang, 2020).

Failure to fulfill obligations or default in an agreement can be caused by two things, namely: 1. Due to the debtor's mistake, either intentionally or through negligence; and 2. Due to force majeure (*overmacht/force majeure*) There are four circumstances of default: a. Does not meet performance. b. Late in fulfilling achievements. c. Fulfilling performance poorly. d. Doing something that according to the agreement you are not allowed to do (Niru Anita, 2016).

According to (Subekti, 2014) demands for default include: a. Fulfillment of agreements b. Fulfillment of the agreement is accompanied by compensation c. Just compensate d. Cancellation of agreement e. Cancellation includes compensation. A debtor who has been accused or declared to be in default can defend himself by: a. Proposing the existence of a force majeure (*overmacht*) b. Proposing that the creditor himself has previously been negligent (*exemptio non adimpleti contractus*) c. File a defense that the creditor has waived his right to claim compensation (*rechtsverwerking*). Default due to compelling circumstances can occur because: a. The object of the engagement is destroyed (*objectieve overmacht*) and b. The debtor's desire to achieve is hindered (*relative overmacht*).

In connection with the explanation regarding Default above, PT Aneka Tambang (Antam) Tbk was sued for alleged breach of contract in the sale and purchase of gold. The lawsuit was filed by Philip Tonggoredjo through the South Jakarta District Court. This breach of contract lawsuit was registered with case number 1197/Pdt.G/2021/PN JKT.SEL on December 24 2021. Edward Salpreno Kaban was chosen as Philip's attorney as plaintiff (Hikam, 2024).

In his petition, the plaintiff stated that there were three gold transactions which ended in a breach of contract dispute, specifically gold transactions via offer letter No. 00108/02/PH/TRD/LM/2018, dated 23 October 2018, offer letter No. 00112/02/PH/TRD/LM/2018, dated 29 October 2018, and offer letter No.

00115/02/PH/TRD/LM/2018, dated 31 October 2018. The three transactions were carried out with proof of invoice No. 636667, dated 23 October 2018, invoice No. 638137, dated October 29, 2018, and invoice No. 638876, dated 31 October 2018. Philip assessed that Antam had broken promises in these three transactions (Hikam, 2024).

Based on this, this article aims to analyze the PT Aneka Tambang default case with Philip Tonggoredjo from an Indonesian legal perspective with the scope of whether the case is included in the Default Dispute, fulfills its elements, and whether there are certain reasons that cause this to happen.

## **RESEARCH METHODS**

Phillip and PT Default Case. Anek Tambang sparked researchers to analyze and elaborate more deeply after the researchers read Subekti's book "Aneka Agreement" (Andalisto et al., 2022). In this article the researcher will show whether the Phillip and PT Default Case (Jonathan Sarwono, 2016). Aneka Tambang is in line with Subekti's theory regarding the meaning of Default, its elements, and other things. This research is qualitative research with a descriptive approach (Manzilati, 2017). The data used in this research is secondary data that researchers obtained from books, scientific articles, credible websites, and other things that are usually used in every research (Hidayah, 2018). The data used in this research was analyzed using the stages of data collection, data selection, data reduction, and drawing conclusions in descriptive form (Bakt & Muhammad, 2017).

## **RESULT AND DISCUSSION**

### **Default**

Default comes from the Dutch word "wanprestastie" which means bad performance. Default is an attitude where a person does not fulfill or neglects to carry out obligations as specified in the agreement made between the creditor and debtor. According to the legal dictionary, breach of contract means negligence, neglect, breach of promise, failure to fulfill one's obligations in an agreement. What is meant by default is a situation where, due to negligence or fault, the debtor is unable to fulfill the performance as specified in the agreement and is not in a compelling situation, while it is stated that default is not fulfilling or neglecting to carry out obligations as specified in the agreement made between the creditors. with debtors (ADININGTYAS, 2019).

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### **Descriptive Analysis of PT Aneka Tamabang and Phillip Tonggoredjo Default Cases and Correlation with Subekti Theory**

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As explained above, claims for breach of contract include: a. Fulfillment of agreements b. Fulfillment of the agreement is accompanied by compensation c. Just compensate d. Cancellation of agreement e. Cancellation includes compensation. The connection with the PT case. Aneka Tambang with Phillip Taonggoredjo was the failure of PT. Aneka Tambang fulfills its obligations in the agreement in the form of handing over Antam Gold as described in the agreement as mentioned above. Therefore, the PT Wanrestasi case. Aneka Tambang and Phillip Taonggoredjo have fulfilled the elements causing the breach of contract, namely the point of non-fulfillment of the agreement made by PT. Aneka Tambang is either caused by intention or by PT's negligence. Various Mines (Subekti, 2014).

## **CONCLUSION**

Based on the explanation above, it can be concluded that the PT Default Case. Aneka Tambang and Phillip Taonggoredjo which have been formulated by Subekti both in terms of their meaning, elements, types of causes, and other things because there was a non-fulfillment of the agreement by PT. Various mines whether carried out intentionally or through negligence.

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