

DISPUTE RESOLUTION OF DEFAULT OF CV KARYA PUTRA BERSAMA IN COAL PROCUREMENT AGREEMENT BETWEEN PT. TJIWI CHEMICAL PAPER MILL, TBK. AND PT. INDAH KIAT PULP & PAPER, TBK.

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Abstract

Problems are part of human life, one of which is in the form of disputes due to default or breach of agreement. This research discusses the settlement of default disputes in coal procurement by CV Karya Putra Bersama to PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. as stated in Court Decision No. 653/Pdt.G/2021/PN.Jkt.Pst. CV KPB failed to fulfill the obligation to deliver coal according to the agreement, resulting in a legal dispute. This research aims to analyze the legal basis and process of default dispute resolution and its impact on the parties. This research highlights the importance of dispute resolution, both through litigation and non-litigation channels, to restore contractual relations and provide justice for the injured party. The research method used is a normative juridical approach, by analyzing contract documents, legal facts, and court decisions. The results showed that the defendant defaulted due to late delivery and breach of contractual commitments, which led to a court decision requiring the defendant to pay fines and damages. In addition, non-litigation remedies such as legal notices failed due to the defendant's lack of good faith. This research emphasizes the importance of drafting detailed contracts and optimizing non-litigation dispute resolution to prevent legal and financial losses.

Keywords: breach of contract, dispute resolution, litigation, contract

INTRODUCTION

Problems are an inseparable part of human life that cannot be avoided. Every problem needs a solution, because it usually arises from a mismatch between the existing theory and the reality that occurs (Zahra, 2015). Someone usually faces problems when they try to achieve certain goals but are faced with various obstacles, challenges, or difficulties that hinder the success of their efforts (Yulin & Rafsan, 2015). Problems can arise in various aspects of life, anywhere, anytime, and are experienced by anyone (Zahra, 2015).

There are many forms of problems in human life, one of which is in the form of disputes. Conflicts or disputes can be experienced by anyone and can arise in various places. Disputes can be public or civil in nature and can occur at local, national and international levels. In addition, disputes can involve various parties, such as between individuals, between groups, between companies and the state, and various other forms (Riski Andriana, 2013). Disputes that occur can involve many things, such as land disputes, disputes over treaty violations, trade disputes between two countries, and disputes related to territory.

This research will discuss disputes due to breach of agreement or default. Default is a term used in civil law, which means breaking promises or not keeping promises. Default is a violation of a previous agreement. Whether in the form of an agreement under hand or an authentic deed, an agreement can be made orally or in writing. A person cannot be considered in default if they are not bound in a contractual relationship (Yahman, 2014). In this regard, in every business activity, there is always an agreement that regulates the obligations or achievements that must be fulfilled by both parties involved. Achievement is the obligation of both parties to do or do something according to the agreement, such as doing or not doing something or giving something. In addition, it is important to adhere to the principle of good faith when achieving achievements. Basically, they fulfill each other's mutually agreed upon achievements.

An agreement can be terminated or defaulted if one of the parties does not fulfill its obligations. In this case, a default is the inability of some of the parties named in the contract to fulfill the duties or obligations assigned to them. A default occurs when the parties reach an agreement to enter into an agreement that contains a number of rights and obligations between the two parties, but one party refuses to fulfill these clauses (Santika, Ulya, & Sholikah, 2015).

Default cases often occur in the community, especially in the scope of business transactions carried out by entrepreneurs. In this research, the default dispute case raised relates to one of the events that recently occurred, involving CV Karya Putra Bersama (CV KPB), where this company reneged on a coal procurement agreement with PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk, as stated in Court Decision Number 653/Pdt.G/2021/PN.Jkt.Pst.

In brief, the case is how CV KPB has a coal procurement agreement for two companies, namely PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. the quantity of coal that CV KPB must deliver to its two customer companies is 75,000 MT, which must be delivered in stages from January 4, 2021 to June 30, 2021. The agreed delivery schedule is 15,000 MT per month or according to the PO opened by the IKPP Serang mill, during the agreed period. However, it was later discovered that CV KPB did not deliver coal based on Agreement Letter No. 4801606, as agreed. This led to an act of default committed by CV KPB. Regarding the position of this dispute, what is important is the aspect of settlement. Dispute resolution is important because it can restore the bond or good relationship between the two parties to the dispute, as well as provide justice to the party who feels aggrieved in the incident.

There are various ways to resolve disputes. In the legal context, dispute resolution is generally divided into two categories, namely through litigation institutions (courts) and through non-litigation (out of court). In general, dispute resolution through litigation institutions is the process of resolving legal cases in court, where each party involved has equal rights and obligations, both in filing a lawsuit and submitting a rebuttal through an answer (Sa'diyah, 2019). On the other hand, dispute resolution through non-litigation is often referred to as Alternative Dispute Resolution (ADR) or Alternative Dispute Resolution (APS). This is an out-of-court dispute resolution effort based on an agreement between the disputing parties (Dananjaya, Putra, & Kadek Agus Sudiarawan, 2017). The problem that will be examined in this study is related to the settlement of default disputes in the procurement of goods carried out by CV. Karya Putra Bersama in a coal procurement agreement with PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk.

RESEARCH METHOD

This research falls into the category of normative juridical research or normative legal research. Normative legal research is a type of research that focuses on written regulations or laws that apply in

society. Normative legal research does not involve field research because it focuses more on legal studies, which can be said to be a literature study to read and analyze legal materials, both primary and secondary. That is why, many call it research in legal studies. Source materials in normative legal research consist of primary, secondary, and tertiary legal materials (Armia, 2022).

In this research, two approaches are used, namely the statute approach and the conceptual approach. The Statute Approach, also known as the statutory approach, is carried out by analyzing all laws and regulations that are relevant to the legal issues being studied (Muhaimin, 2020). Meanwhile, the conceptual approach focuses on the views and doctrines that have developed in legal science. (Muhaimin, 2020) An understanding of these views and doctrines serves as a foundation for researchers to develop legal arguments in solving the problem at hand. Through this approach, researchers can identify new ideas, concepts, or principles that will support the resolution of issues in the research being conducted. (Nur Solikin, 2021)

RESULT AND DISCUSSION

Legal Relationship of Parties in Coal Procurement Agreement

1.1 Legal Relationship of Sale and Purchase Agreement

Legal relationships are interactions that are structured or regulated and recognized by law. Ultimately, this legal relationship will result in certain legal consequences. In the realm of law, the relationship consists of two parties who each have rights and obligations. This relationship has been properly regulated and justified with definite legal consequences. The rights and obligations of the parties can be defended before a court of law. For example, in a sale and purchase agreement, the buyer is obliged to pay the price of the goods that have been purchased. Meanwhile, the seller must deliver the goods and release the ownership rights of the goods to the buyer. This legal relationship causes both parties to have their own rights. The buyer has the right to get the goods purchased and is entitled to ownership of the goods, while the seller is entitled to receive money from the price of the goods. If one party fails to fulfill its responsibilities, the law can ensure that these responsibilities are carried out or fulfilled. (Khairandy, 2013).

Based on this explanation, there is a legal relationship between CV Karya Putra Bersama and PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. The legal relationship that occurs is a buying and selling relationship, between buyers and sellers. CV Karya Putra Bersama is positioned as a seller, or in this case the supplier of goods, namely coal. Meanwhile, PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. are the buyers, the parties who buy coal for the benefit of the company. This legal relationship is even clarified by the existence of a written document of Sale and Purchase Agreement No. 480160.

The agreement made by CV. Karya Putra Bersama (represented by Kuswendi, SH.) has agreed to conduct a coal sale and purchase agreement, which was signed on November 23, 2020, which will then be effective from January 4, 2021 to June 30, 2021 or until the receipt of the entire quantity of coal agreed upon has been received by PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. In the contents of the agreement, especially in the provisions of Article 3 paragraph (1) of Agreement No. 4801606 there are guarantees about the amount of coal agreed to be traded, the price, quality, quantity and condition of the goods, with details of the attachment which states that: Quantity of Coal as much as: 75,000 MTPeriod of Delivery: from January 4, 2021 to June 30, 2021. Based on these provisions, CV. Karya Putra Bersama is legally obliged to deliver coal to PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. as buyers according to the time specified in the Agreement and its Attachments.

Article 3 paragraph (1) of Agreement No. 4801606, explains that the buyer agrees to buy coal from the seller (CV. Karya Putra Bersama), which hereby promises to deliver coal in accordance with the quality, quantity and conditions contained in the attachment to this agreement to the buyer. From these provisions, CV. Karya Putra Bersama is legally obliged to deliver coal to the buyer according to the time specified in the Agreement and its Attachments.

The details of the agreement that can be related to default are also listed in the provisions of Article 5 paragraph (1) and paragraph (2) letter I, Agreement No. 4801606, namely:

- a. The terms of coal delivery specified in the agreement will be re-stated in the PO issued by the buyer.
- b. The delivery schedule agreed by the buyer and seller (CV. Karya Putra Bersama) in the PO is binding and cannot be changed unless otherwise agreed in writing by the Parties."
- c. Before loading coal, the seller (CV. Karya Putra Bersama) must inform the buyer in writing about the certainty of the delivery date, the quantity to be delivered and the name of the means of delivery. If changes occur, the seller (CV. KPB) must notify as soon as possible.

Furthermore, in Article 8 paragraph (1), Agreement No. 4801606, CV. Karya Putra Bersama has stated and guaranteed the availability of coal, and therefore they are obliged to provide coal that has been ordered by the buyer at any time during the validity period of the agreement. In this provision, it is also stated that if this agreement is violated by CV. Karya Putra Bersama, then the buyers can declare that what CV. Karya Putra Bersama has done is an act of default if it does not deliver the coal purchased by the buyers.

The guarantee of legal protection for buyers in the event of a breach, also contained in Article 8 paragraph (2) of Agreement No. 4801606 includes the following provision: "Failure to fulfill the PO either in whole or in part for any reason, except for failures caused by the buyer or force majeure, shall cause the cancellation of all or part of the PO that failed to be fulfilled." Furthermore, this provision states: "If the buyer orders back to another seller, then the difference in costs incurred for the purchase will be charged to the seller". Thus, legally, if CV Karya Putra Bersama fails and/or does not fulfill coal to the buyer and the buyer orders from another seller, it is appropriate if the buyers charge the difference in purchase value to CV. Karya Putra Bersama as part of the loss suffered by the buyer.

With this legal relationship, each party has rights and obligations that must be fulfilled, so that the legal relationship is well established without any obstacles and the agreement can be completed with satisfaction between the two parties. In this case CV Karya Putra Bersama, as a seller, has an obligation to deliver new coal to PT Tjiwi Kimia Paper Mill, Tbk, and PT Indah Kiat Pulp & Paper, Tbk, in accordance with the agreed amount, delivery time period and price. While PT. Tjiwi Kimia Paper Mill, Tbk. and PT. Indah Kiat Pulp & Paper, Tbk. have the obligation to make payments in accordance with the price of coal that has been determined by both parties.

Regarding the obligations of both parties, CV Karya Putra Bersama has the right to receive payment for the goods they have sent, while PT Tjiwi Kimia Paper Mill, Tbk, and PT Indah Kiat Pulp & Paper, Tbk, after making payment they have the right to become the new owner of the coal that has been received from CV Karya Putra Bersama.

1.2 Default in Coal Procurement Sale and Purchase Agreement

In its implementation, the contents of the agreement that have been agreed upon are not implemented properly. CV. Karya Putra Bersama actually did not deliver coal in accordance with the agreement. Therefore, CV. Karya Putra Bersama has basically violated the obligations it must carry out towards PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. This makes PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. unable to receive their rights to the agreement that has been entered into, and therefore they are also not obliged to make payments for goods that have not been delivered. As a result of not sending coal from CV. Karya Putra Bersama, PT. Tjiwi Kimia Paper Mill, Tbk, and PT. Indah Kiat Pulp & Paper, Tbk, must purchase coal from other parties, which is more expensive than the price of CV. Karya Putra Bersama, thus causing considerable losses to PT. Tjiwi Kimia Paper Mill, Tbk, and PT. Indah Kiat Pulp & Paper, Tbk.

The failure to deliver the stones to PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. caused the legal relationship between the two parties to become bad and led to a dispute, because CV Karya Putra Bersama can be said to be in default of not fulfilling the agreed agreement. The acts of default committed by the parties to the agreement can be in the form of things like the following. (Kurniawan, 2013), namely:

- a. Not performing agreed-upon obligations at all.
- b. Carry out promised obligations, but only partially.
- c. Carry out promised obligations, but are late in fulfillment.
- d. Carrying out the promised obligation, but going about it in the wrong way.
- e. Perform actions that are prohibited under the terms of the agreement

Based on the types of default actions, the actions taken by CV Karya Putra Bersama fall into the first type, namely not fulfilling the promised performance at all. This means that after the agreement was made, CV Karya Putra Bersama did not fulfill its obligation to deliver coal within the promised delivery period. This certainly makes a big loss for the buyer, and in the end makes the legal relationship between the two bad because of the conflict due to the non-fulfillment of the agreed contents of the agreement, so it must be resolved. These actions are in line with the provisions of Article 1238 of the Civil Code which states that the debtor is considered negligent if: there is a warrant or similar deed; or the debtor is deemed not to have fulfilled his obligations because the specified time has passed. This article states: "The debtor shall be deemed to be in default, if he has been declared in default by a warrant or similar document, or according to the terms for which he is personally liable." This negligence can then become the legal basis for prosecuting the negligent party.

This legal provision can lead to juridical consequences due to default, such as:

- a. Cancellation of the agreement, which allows for the return of both parties to the state they were in before the
- b. Cancellation of the agreement, but accompanied by a claim for compensation from the debtor to the
- c. Fulfillment of the contract, with or without claim for
- d. Prosecution of damages only

Based on these consequences, it turns out that the legal relationship that occurs between the two parties also has no cancellation of the agreement, therefore the existing agreement is still binding and the injured party has the right to sue the party that violates the agreement in the event of a violation, such as that carried out by PT Tjiwi Kimia Paper Mill, Tbk, and PT Indah Kiat Pulp & Paper, Tbk to CV. Karya Putra Bersama.

The elements of default can be seen from the explanation of Article 1243 of the Civil Code, which explains the elements of default, namely the existence of an agreement, the party who violates the agreement, and the party who still does not carry out the contents of the agreement. It is known that CV Karya Putra Bersama has indeed made a sale and purchase agreement, in accordance with the Sale and Purchase Agreement Letter No. 4801606 with PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. However, CV Karya Putra Bersama violated the contents of the agreement or default because they did not deliver the amount of coal that had been promised to PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk.

When the Coal is not delivered to the buyer, CV Karya Putra Bersama may suffer consequences for the violation. Referring to the provisions in Article 1246 of the Civil Code, there are three classes of actions that can be taken as a consequence of default, namely compensation, interest and costs. The legal relationship between the two parties in accordance with the Sale and Purchase Agreement Letter No. 4801606 between PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. and CV Karya Bersama also becomes bad because CV Karya Putra Bersama is considered to have violated the ethics of a bad agreement, which is in line with the provisions in Article 7 of Presidential Regulation Number 16 of 2018 concerning Government Procurement of Goods and Services, which states that there are several ethics that must be obeyed by all parties involved in the Procurement of Goods / Services. According to Article 7 of Presidential Regulation No. 16/2018, there are a number of ethical principles that must be carried out by each party involved, namely:

1. Carry out obligations in a disciplined manner, with a full sense of responsibility to achieve targets, smoothness, and accuracy in the purpose of Goods / Services Procurement.
2. Carry out work professionally, independently, and maintain the confidentiality of documents related to the Procurement of Goods / Services that must be kept confidential.
3. Not influencing each other directly or indirectly which may lead to unfair competition.
4. Accept and be responsible for any decisions taken in accordance with the agreement reached by all parties.
5. Avoid and prevent waste and leakage of state funds.
6. Avoid and prevent abuse of power, collusion and gratification.
7. Not accepting, offering, or promising to give gifts, rewards, or any form to parties known or suspected to be involved in the Procurement of Goods/Services.

Based on the actions taken by CV. Karya Putra Bersama, it can be said that they do not have good ethics in the process of procuring goods for the needs of PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk, especially referring to ethical violations: Accept and assume responsibility for all decisions determined in accordance with the written agreement of the parties involved." It is known that CV. Karya Putra Bersama is not responsible for the agreed agreement because it does not deliver goods for procurement purposes at PT. Tjiwi Kimia Paper Mill, Tbk. and PT. Indah Kiat Pulp & Paper, Tbk.

Until the aquo lawsuit was filed on October 27, 2021, the buyers had not actually received coal in accordance with the agreement that had been made, because CV. Karya Putra Bersama had not sent coal to the Buyers. In fact, on February 22, 2021, the Seller as the limited liability company of CV. Karya Putra Bersama has made, signed and sent a statement letter and commitment to supply coal, which basically states that CV. Karya Putra Bersama:

- a. CV Karya Putra Bersama is able to fulfill the delivery of coal according to the contract with a quantity of 75,000 MT within a period of no later than June 30, 2021 (before the end of the contract period).
- b. Shipments will be made at a minimum of 15,000 MT per month or according to the PO opened

- by the IKPP Serang mill.
- c. If the quantity is not fulfilled and CV. Karya Putra Bersama cannot prove force majeure, then CV. Karya Putra Bersama is willing to accept penalty delay: $10\% \times \text{remaining PO/contract quantity that has not been delivered} \times \text{PO price}$.
 - d. CV. Karya Putra Bersama is willing to withhold payment with a value of 2 shipments (barge) or the equivalent of at least Rp. 8,400,000,000,- as collateral until the entire quantity of 75,000 MT is fulfilled according to the contract. And if we fail to fulfill the quantity, then the value of the withheld guarantee automatically cannot be paid to CV. Karya Putra Bersama and CV. Karya Putra Bersama will not make legal efforts to claim it back.

Despite this statement, the Defendant (CV. Karya Putra Bersama) has not delivered the promised goods. This then made him have to accept the consequences of late fees, which in detail reached a value of Rp. 5,925,000,000, - (five billion nine hundred twenty five million rupiah). At the same time, this led the buyers to claim that the seller had committed an act of default by not delivering the coal under the agreed Agreement No. 4801606. As a result of the seller's actions, the buyers had to purchase coal from other parties, which was much more expensive than the previous price. The total Penalty Diff Price With Other Vendors (IDR) even reached Rp 23,554,229,192 (twenty-three billion five hundred fifty-four million two hundred twenty-nine thousand one hundred ninety-two rupiah). Of course, this is quite detrimental to the buyer.

Due to the seller's actions, the buyers have done many ways to ensure that the agreement can be carried out properly, including sending a warning (subpoena) to the defendant twice. The first summons was sent on October 1, 2021, which was then followed by a meeting on October 5, 2021. However, during the meeting, the seller did not accept the calculation of the value of the late penalty and the price difference suffered by the buyer for purchasing coal with other parties to meet the coal needs at the buyer's factory, so the buyers then made the second Somation dated October 11, 2021.

A second summons was sent, but there was no goodwill from the seller to fulfill its obligations arising under Agreement No. 4801606. Based on this, the buyer finally decided to bring this default matter to the court to examine and decide the case as fair as possible based on the facts.

Dispute Resolution of Default Committed by CV Karya Putra Bersama in Coal Procurement Agreement to PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk.

Dispute resolution is an attempt to reach mutual agreement on the problems faced by the two parties. In this case, the main objective of dispute resolution action is the creation of harmonious relationships between the parties that originally experienced the dispute, in order to achieve empowerment, justice, reconciliation and recognition of each other's existence. Dispute resolution, as explained, can be carried out through two forms called non-litigation and litigation settlement. Non-litigation settlement means settlement that is not through the court, or in other words, dispute resolution outside the court. This means resolving disputes amicably and avoiding disputes by writing good contracts. In addition, out-of-court dispute resolution is a quality dispute resolution because it does not resolve problems that leave anger and resentment. Out-of-court dispute resolution results in a "two-sided" settlement, guarantees confidentiality of the disputants, avoids delays due to administrative and procedural issues, and resolves issues comprehensively. The only advantage of the out-of-court process is its privacy, as the process is not disclosed until there is a verdict. (Muryati&Heryanti, 2011).

Litigation dispute resolution refers to the method of resolving disputes between disputing parties through the country's judicial system. In other words, the dispute will be analyzed by judges in court in a series of trials. The implementation of the judicial system is carried out by the Supreme Court and its subordinate judicial institutions, including the General Court, Religious Courts, Military Courts, Administrative Court, and Constitutional Court. Courts are the executors of judicial power responsible for receiving, assessing, processing and resolving every case submitted to them with the aim of upholding law and justice in accordance with Pancasila and realizing the rule of law in Indonesia. The advantage of resolving conflicts through the litigation process is that the courts decision has clear legal force, is final, creates legal certainty in the position of the winning or losing parties, and the implementation of its decision can be enforced if the losing party is reluctant to implement the contents of the court's decision. (Rosita, 2017)

Referring to this explanation, then associated with the issues raised in this study, namely disputes due to default committed by CV. Karya Putra Bersama in the coal procurement agreement to PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk, it can be said that the litigation path is a type of dispute resolution in which the parties to the dispute resolve the dispute through state judicial institutions. In other words, the dispute will be examined by several judges in several trials.

Here, as the executor of judicial power, the courts have the primary responsibility to receive, assess, adjudicate and resolve any disputes submitted to them, with the aim of upholding law and justice based on Pancasila and maintaining the rule of law in Indonesia (Rosita, 2017). This is clear, because it has been stated in the Central Jakarta District Court Decision Number 653/Pdt.G/2021/PN.Jkt.Pst.

This decision was basically made by considering many things, as stated in Decision Number 653/Pdt.G/2021/PN.Jkt.Pst. A number of evidence presented by the Plaintiff by the judge is considered valid evidence and can be used as evidence, especially because there is a match and is in accordance with the original, and how the evidence has been affixed with sufficient stamps. Therefore, with such evidence, it strengthens the position of the plaintiffs to prosecute and at the same time burdens the position of the Defendant because it is proven to have defaulted.

In relation to the evidence presented by the Defendant, it is known that the evidence submitted is legally admissible and has a match to the case. In addition, the stamp duty included also strengthens the position of the evidence because it has clear legal force.

In addition to the evidence that had been presented, based on the testimony of a number of witnesses involved, it was also found that there were a number of matters that aggravated the Defendant's position. In this litigation, at least two witnesses were presented by the Plaintiff, while the Defendant presented one witness. The following is the testimony given by these witnesses in this dispute, namely:

- Witness Ellina and Witness Marlin Marantika (from the Plaintiff)

These two witnesses were employees of the Plaintiffs. They gave similar testimonies, in which they mentioned that for every purchase of energy (coal or diesel), the vendor sent a bid to the Plaintiffs as a group. After the bidding, the winner of the bid would be contacted/confirmed via e-mail for the execution of the sale and purchase contract. In this matter, from the correspondence, the witness stated that CV. Karya Putra Bersama had submitted a bid and subsequently won the tender.

In this case the witness Ellina was the party who drafted the Sale and Purchase Agreement No. 4801606 and then sent it to the Defendant via e-mail for signature and sent it back to the witness in hardcopy. Ellina and Marlin Marantika also testified about the e-mail of Sale and Purchase Agreement 4801606 that had been received back in the form of a hardcopy that had been signed by the Defendant. They also stated that until now there had been no coal deliveries from the Defendant, even though the delivery period was supposed to be from January 2021 to June 2021, which ultimately forced the Plaintiff to purchase from other brick suppliers.

- Witness Febiyanto (from the Defendant)

The witness was a third party (affiliate) tasked with assisting the Defendant's shipping administration for a project between the Plaintiffs and the Defendant in 2020. Broadly speaking, the witness testified about how he knew about the sale and purchase agreement that his company had with the Plaintiffs. The witness had managed the administration of the first project between the Plaintiffs and the Defendant with Agreement number 4801606 which had been completed by the Defendant. However, he testified that he knew the details of the subsequent agreement after the first project was completed. He also knew that the Defendant's signature had been forged by Eko Wiji Santoso, after being informed by the Defendant. This matter has been reported to the police, and Eko Wiji Santoso has been prosecuted by the police for forging signatures for the coal project.

Aspects of legal considerations in the process of resolving this default dispute, namely:

- 1) About the subject matter of the case (which has been explained previously).
- 2) The court has also considered the material of the Defendant's opposition/exception.
- 3) The judge also considered the Plaintiffs' rejection of the Defendant's exclusionary arguments, because although the Defendant claimed not to have signed Agreement 4801593, the Defendant also argued that the lawsuit should not have been filed with the Central Jakarta District Court, but with the Surabaya District Court. This implies that the Defendant implicitly recognized the existence of a legal relationship with the Plaintiffs. In addition, the Plaintiffs also never received information about the criminal offense of forgery, so the Plaintiffs decided to file a lawsuit against the Defendant. There was no good faith in the business cooperation that occurred.
- 4) The plaintiffs did not include Eko Wiji Santoso in their lawsuit, even though he allegedly forged his signature on Agreement Number 4801606 dated November 23, 2020. In this context, the court explained that the lawsuit filed was a default lawsuit, which means that it only involves the parties involved in the agreement. Eko Wiji Santoso was not involved in the agreement and therefore had no legal relevance to be included as a party in the case and in the context of the statement letter mentioned.

- 5) Regarding the issue of SentonoPontjoharyo, which was also proposed to be involved in this case, the Panel of Judges did not accept it because this issue was still in the realm of default, which only involved the Plaintiffs and Defendants. So that the lawsuit filed by the Plaintiffs was correct. In addition, the other Defendant's exceptions were also rejected by the Panel of Judges (regarding the parties drawn in the lawsuit being incomplete and the lawsuit being vague and unclear), because this issue is in the context of default and the object of the Plaintiff's lawsuit in this case is regarding Agreement Letter Number 4801606, which is fully related to Kuswendi (CV KPB Management).

The next consideration is based on Agreement Number 4801606, where a number of articles, such as Article 5 paragraph (1) and paragraph (2) letter I; Article 3 paragraph (1); and Article 8 paragraph (1), as previously explained have proven the existence of a legal agreement between the two parties. Furthermore, another basis for consideration that is used as a reference to determine the act of default of CV Karya Putra Bersama is the statement letter and commitment to supply coal made, signed and sent by the Defendant as the limited liability company of CV Karya Putra Bersama on February 22, 2021. Although there was a commitment to deliver coal to the Plaintiff, in reality this was also not fulfilled by the Defendant. In the end, the plaintiff had to find another supplier at a higher price. With this event, the Defendant was declared to have to pay a late penalty of: $10\% \times 75,000 \text{ MT (remaining quantity of PO that has not been delivered)} \times [650,000/\text{MT (FOB price)} + 140,000/\text{MT (freight price Merak Mas)}] = \text{Rp. } 5,925,000,000,-$ (five billion nine hundred twenty five million rupiah). Hereby, the Defendant is legally declared to have defaulted.

The legal consequence received by the Defendant (CV. Karya Putra Bersama) is the acceptance of the lawsuit from the Plaintiff parties, and the legal consequences are in accordance with the ruling of the Central Jakarta District Court Decision Number 653/Pdt.G/2021/PN Jkt.Pst, including:

- a. Pay the Late Delivery Penalty, as stated in the statement and commitment letter, amounting to Rp. 5,925,000,000,- (five billion nine hundred twenty five million rupiah).
- b. Pay the fine for the difference in coal purchases with other parties suffered by the Plaintiffs in a total amount of Rp.23,554,229,192, - (twenty-three billion five hundred fifty-four million two hundred twenty-nine thousand one hundred ninety-two rupiah)
- c. Pay the costs incurred in this case which until the verdict is pronounced in the amount of Rp. 410,000.00 (four hundred ten thousand rupiah)

Based on Article 1246 of the Civil Code, there are three types of actions that can be taken as a result of default, namely costs, compensation, and interest. The article states that the creditor has the right to demand costs, compensation, and interest covering losses suffered and profits that should have been obtained, while taking into account the exceptions and other provisions listed therein. then it can be said that the form of consequences of default committed by the CV. KPB in the form of costs and interest. Costs due to fines include all costs incurred by the Plaintiff to finance the fulfillment of bricks from other suppliers, and interest derived from late delivery fines charged to the Defendant as well as fines for the difference in coal purchases with other parties.

CONCLUSION

The legal relationship between CV Karya Putra Bersama and PT Tjiwi Kimia Paper Mill, Tbk. and PT Indah Kiat Pulp & Paper, Tbk. is based on Sale and Purchase Agreement Letter No. 4801606, which is a legal relationship of reciprocal sale and purchase agreement. CV. Karya Putra Bersama is obliged to provide and deliver coal as agreed, while the two buying companies are obliged to make payments according to the contract. However, CV. Karya Putra Bersama failed to fulfill its delivery obligations, causing losses to the buyers as they had to purchase coal from other parties at higher prices. These violations reflect non-compliance with the contract and procurement ethics, as stipulated in Article 7 of Presidential Regulation No. 16/2018. The default dispute was resolved through litigation after two failed subpoena attempts. The court ruled in favor of the plaintiff, ordering CV. Karya Putra Bersama to pay a late fee of Rp5,925,000,000, the difference in purchase price from other parties of Rp23,554,229,192, and court costs of Rp410,000.

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