

Legal Consequences of Breach of Contract in Mobile Phone Sale and Purchase Transactions: Judicial Analysis of Decision No. 149/Pdt.G/2023/PN.Mlg

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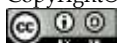
Abstract

Technological development in Indonesia has progressed rapidly along with increasing public demand for communication devices, leading to significant growth in the mobile phone market, both online and offline. However, this rapid expansion has also contributed to a rise in contractual disputes, particularly in mobile phone sale and purchase agreements. One such case is reflected in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg between PT. Sentral Global Mitra Sejahtera and Fitra Ardhita Nurullisha Putra, involving a breach of contract due to payment default. This study identifies a research gap in the limited legal analysis of judicial reasoning consistency in determining breach of contract elements in mobile phone transactions, particularly in relation to the assessment of good faith and default in consumer-based installment agreements. Therefore, this research aims to analyze: (1) the factors causing breach of contract in mobile phone sale and purchase agreements; (2) the judge's legal considerations in adjudicating the case; and (3) the legal consequences arising from breach of contract in the case. The research employs a normative legal research method using a statutory approach, case approach, and conceptual approach. Legal materials are analyzed from primary, secondary, and tertiary sources through qualitative descriptive analysis. The findings show that breach of contract in this case was primarily caused by the defendant's failure to fulfill payment obligations despite prior warnings and attempts at communication by the plaintiff. The court's consideration emphasized the absence of good faith from the defendant as a key determinant in establishing default. The legal consequence imposed was the obligation to pay damages amounting to IDR 146,594,500.00 and court costs of IDR 267,700.00. This study highlights that judicial reasoning in breach of contract cases tends to prioritize factual non-performance and good faith assessment, yet lacks detailed standardization in determining contractual default thresholds in consumer installment transactions

Keywords: Agreement, Breach of Contract, Legal Consequence

Abstrak

Perkembangan teknologi di Indonesia telah maju pesat seiring dengan meningkatnya permintaan masyarakat akan perangkat komunikasi, yang menyebabkan pertumbuhan signifikan di pasar telepon seluler, baik online maupun offline. Namun, ekspansi yang pesat ini juga berkontribusi pada peningkatan sengketa kontrak, khususnya dalam perjanjian jual beli telepon seluler. Salah satu kasus tersebut tercermin dalam Putusan Pengadilan Negeri Malang Nomor 149/Pdt.G/2023/PN.Mlg antara PT. Sentral Global Mitra Sejahtera dan Fitra Ardhita Nurullisha Putra, yang melibatkan pelanggaran kontrak karena gagal bayar. Studi ini



mengidentifikasi kesenjangan penelitian dalam analisis hukum yang terbatas mengenai konsistensi penalaran yudisial dalam menentukan unsur-unsur pelanggaran kontrak dalam transaksi telepon seluler, khususnya terkait dengan penilaian itikad baik dan wanprestasi dalam perjanjian cicilan berbasis konsumen. Oleh karena itu, penelitian ini bertujuan untuk menganalisis: (1) faktor-faktor yang menyebabkan pelanggaran kontrak dalam perjanjian jual beli telepon seluler; (2) pertimbangan hukum hakim dalam mengadili kasus tersebut; dan (3) konsekuensi hukum yang timbul dari pelanggaran kontrak dalam kasus tersebut. Penelitian ini menggunakan metode penelitian hukum normatif dengan pendekatan hukum, pendekatan kasus, dan pendekatan konseptual. Materi hukum dianalisis dari sumber primer, sekunder, dan tersier melalui analisis deskriptif kualitatif. Temuan menunjukkan bahwa pelanggaran kontrak dalam kasus ini terutama disebabkan oleh kegagalan tergugat untuk memenuhi kewajiban pembayaran meskipun telah diberikan peringatan dan upaya komunikasi sebelumnya oleh penggugat. Pertimbangan pengadilan menekankan tidak adanya itikad baik dari tergugat sebagai penentu utama dalam menetapkan wanprestasi. Konsekuensi hukum yang dikenakan adalah kewajiban untuk membayar ganti rugi sebesar Rp 146.594.500,00 dan biaya pengadilan sebesar Rp 267.700,00. Studi ini menyoroti bahwa penalaran yudisial dalam kasus pelanggaran kontrak cenderung memprioritaskan penilaian faktual wanprestasi dan itikad baik, namun kurang memiliki standarisasi yang rinci dalam menentukan ambang batas wanprestasi kontraktual dalam transaksi cicilan konsumen.

Kata Kunci: Konsekuensi Hukum, Pelanggaran Kontrak, Perjanjian

Introduction

Technological development in Indonesia has progressed rapidly in line with the increasing public demand for communication devices, particularly mobile phones. Mobile phones have evolved from being merely communication tools into essential devices that support various aspects of daily life, including education, employment, and social interaction. This increasing dependency has significantly contributed to the expansion of the mobile phone market, both in online and offline transactions. However, the rapid growth of this sector has also been accompanied by an increase in contractual disputes arising from mobile phone sale and purchase agreements (Setiawan et al., 2017).

In civil law, sale and purchase transactions are governed by contractual principles as regulated in Article 1457 of the Indonesian Civil Code, which defines a sale and purchase agreement as a contract in which one party binds itself to transfer ownership of goods, while the other party is obliged to pay an agreed price. Furthermore, Article 1320 of the Indonesian Civil Code stipulates the legal requirements for a valid agreement, namely mutual consent, legal capacity, a specific object, and a lawful cause (K et al., 2024). In the business world, agreements play a crucial role as guidelines and evidence for the parties; therefore, the validity of an agreement must meet the legal requirements for a valid contract to prevent unilateral losses. This is in line with Article 1320 of the Indonesian Civil Code, which states that the consent of the parties, legal capacity, a specific subject matter, and a lawful cause are the requirements for ensuring the legitimacy of an agreement (Herry et al., 2025).

A contract is a form of legal relationship that is binding and has legal force for the parties involved. A legal relationship arises as a consequence of a contract, in which the parties involved commit to holding themselves accountable, either individually or collectively, to perform or



refrain from a specific action (Wahid et al., 2022). With the existence of a contract, the creditor has the right to demand performance from the debtor; conversely, the debtor is obligated to perform as agreed (Muhammad Riandi Nur Ridwan & Yana Sukma Permana, 2022). The debtor, as the first party to the contract, is obligated to fulfill all of their responsibilities in accordance with the agreed-upon terms, which in this context is referred to as performance. However, if the debtor fails or neglects to fulfill the obligations established in the agreement, such conduct is categorized as a breach of contract. In the event of a violation of the agreed-upon agreement, the aggrieved party may file a breach of contract lawsuit. This is based on the existence of a contractual relationship between the party causing the loss and the party suffering the loss (Sulistianingsih et al., 2024).

A breach of contract does not always mean that the debtor is unable to fulfill the agreed-upon obligations. A breach of contract may also occur if the debtor is late in performing the obligation or fails to fulfill it in accordance with the creditor's expectations. As was the case with the delay in fulfilling the obligation in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg. As of the filing of this lawsuit, the defendant has not demonstrated good faith in providing certainty regarding the settlement of the overdue payments to the plaintiff. Moreover, these overdue payments have had a significant impact on the plaintiff's business, namely, the plaintiff is unable to maintain working capital and/or generate profits. Based on the ruling, the panel of judges declared the legal sales and purchase relationship between the plaintiff and the defendant valid; therefore, the defendant was found to have breached the contract. The defendant is legally bound to fulfill its obligations as a buyer, namely to settle the payment for the goods that have been purchased.

The literature gap identified in this study lies in the limited judicial analysis of how courts assess good faith, default thresholds, and liability determination in mobile phone sale and purchase agreements. Previous research has not comprehensively addressed the consistency of judicial reasoning in determining breach of contract in practical court decisions, especially within the context of consumer installment transactions.

Based on this gap, this study positions itself to contribute a more contextual and case-based legal analysis by focusing on judicial reasoning in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg. Unlike prior studies that are largely normative and conceptual, this research emphasizes the application of legal principles in judicial practice and examines how judges construct legal considerations in determining breach of contract.

The novelty of this study lies in its focus on the analysis of judicial reasoning in assessing breach of contract within mobile phone sale and purchase agreements, particularly in relation to the evaluation of good faith and debtor liability. This study aims not only to describe the legal consequences of breach of contract but also to critically analyze how legal norms are applied in concrete judicial decisions. Therefore, this study aims to analyze: (1) the factors causing breach of contract in mobile phone sale and purchase agreements; (2) the judge's legal considerations in Decision No. 149/Pdt.G/2023/PN.Mlg; and (3) the legal consequences arising from the breach of contract in the case. Based on the background described above, the researcher is interested in analyzing the legal consequences of breach of contract in a mobile phone sales agreement as addressed in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg.

Methods Research



This research is a normative legal research. The study applies a statute approach, case approach, and conceptual approach. The statute approach is used to examine relevant legal norms, particularly the provisions of the Indonesian Civil Code concerning agreements and breach of contract. The case approach is employed by analyzing Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg to understand how legal norms are applied in judicial practice. Meanwhile, the conceptual approach is used to examine legal doctrines related to contract law, breach of contract (*wanprestasi*), and the principle of good faith.

The primary legal materials consist of the Indonesian Civil Code and the court decision in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg. Secondary legal materials include relevant legal literature, academic journals, scientific articles, books, and research reports related to contract law and breach of contract. Tertiary legal materials are derived from legal dictionaries and encyclopedias used to clarify legal terminology.

Data collection is conducted through literature review and document analysis, by collecting and reviewing legal texts and relevant scholarly works related to the research topic. The legal materials collected are analyzed using a qualitative descriptive method with legal reasoning analysis, which involves interpreting legal norms, identifying legal principles, and examining judicial considerations in the selected court decision. The analysis is conducted through systematic legal interpretation, including grammatical interpretation and systematic interpretation, to understand the meaning and application of legal provisions in resolving breach of contract disputes. This approach is used to construct a coherent legal argument regarding the legal consequences of breach of contract in mobile phone sale and purchase agreements.

Results and Discussion

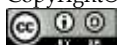
Factors Causing the Occurrence of Default in Mobile Phone Sale and Purchase Agreements in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg

As stated in legal literature, a contract is an agreement between two or more parties, in which each party agrees to bind themselves to perform an act related to property (Abdul Kadir, 1982). Meanwhile, performance refers to an obligation that must be fulfilled by the debtor in a legal relationship, whether arising from a contract or established by law. The causes of breach of contract can stem from two things, namely: 1) External factors caused by force majeure; and 2) Internal factors caused by the debtor's fault, whether due to intentional acts or negligence.

Any default or breach of contract by the debtor must first be formally declared, specifically through the issuance of a notice stating that the creditor demands immediate or prompt fulfillment of the obligation. In practice, such a warning is typically delivered by a bailiff through the court and recorded in the form of a verbal proceeding. Another method that may be used is the delivery of a registered letter, provided that this method provides valid evidence that cannot be easily disputed by the debtor (Suharnoko, 2004).

The term notice of default is a translation of the Dutch term *ingebrekestelling* (Dalimunthe, 2017). The provisions regarding this matter are set forth in Article 1238 and Article 1243 of the Indonesian Civil Code. A debtor is only considered to be in default if a notice of default has previously been served by the creditor or a Bailiff.

In the Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg, the plaintiff sued the defendant on the grounds of failure to fulfill payment obligations arising from a mobile phone sale transaction totaling IDR 356,194,500.00. The defendant had received the goods but



failed to make full payment in accordance with the agreement reached by the parties. After a formal demand was issued, the defendant failed to provide an appropriate legal response, prompting the plaintiff to pursue litigation. In this case, the author found that the breach of contract was not caused by external factors. There is no evidence that the defendant experienced force majeure, such as a natural disaster, government policies that hindered the transaction, or third-party interference. The cause of the breach of contract is more appropriately examined from internal factors, namely circumstances stemming from the defendant's subjective condition (Saputra et al., 2026).

The first factor is intentional negligence – in other words, a failure to comply with legal obligations that the defendant was aware of and understood. The defendant received the ordered goods and had even completed several previous transactions, but failed to make payment for the most recent transaction. This action falls under the category of active breach of contract, where the debtor is not only negligent but demonstrates a lack of responsibility regarding the terms of the agreement.

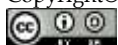
The second factor is the defendant's lack of good faith. Good faith is one of the fundamental principles of a contract, as stated in Article 1338(3) of the Indonesian Civil Code, which provides that a contract must be performed in good faith. Good faith can also be understood as a form of honesty aimed at fulfilling what has been agreed upon (Anggriani & Fadilla, 2023). A debtor who remains passive in response to a demand letter and fails to provide an appropriate response may be deemed to have violated this principle. As Munir Fuady noted, breach of contract is not merely a legal matter but also concerns the parties' sincerity in fulfilling their promises. In this case, the defendant stated that he is currently serving a prison sentence at a correctional facility but has not taken concrete steps to fulfill his legal obligations.

The third factor is financial inability. In some cases, the party in question does indeed face financial difficulties that prevent it from fulfilling its obligations. However, the law does not exempt the party from legal liability solely because of personal difficulties, unless it can be proven that the circumstances constitute force majeure or an unforeseeable event beyond the party's control.

Based on legal doctrine, default may arise from force majeure or debtor fault. Force majeure is recognized as an external factor beyond the control of the debtor, while internal factors include negligence, intentional failure, or lack of good faith. In the examined case, the court found no evidence of force majeure, indicating that the default was entirely attributable to internal factors.

From a critical perspective, the court's reasoning aligns with classical contract theory as formulated in civil law doctrine, which emphasizes fault-based liability. However, the judgment does not deeply engage with the socio-economic context of the debtor, particularly the claim that the defendant was incarcerated. In comparative contract doctrine, especially in modern contract theory, inability to perform due to structural constraint is sometimes assessed under *hardship doctrine*, which is not explicitly considered in the judgment.

The court strongly emphasized lack of good faith as a central factor. While this is consistent with Article 1338(3) of the Civil Code, the judgment does not clearly operationalize what constitutes "lack of good faith" beyond passive non-payment. This reflects a doctrinal gap: good faith is used as a normative justification rather than a measurable legal standard. Although



the court's conclusion that the defendant committed breach of contract is legally sound, the reasoning remains predominantly formalistic and does not fully explore alternative doctrinal perspectives such as economic inability, proportionality of liability, or relational contract theory.

Judicial Considerations in Deciding the Case in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg

A judge's reasoning is one of the most important aspects in which a judge considers the facts revealed during the trial. A judge's reasoning plays a crucial role in determining the value of a judicial decision that embodies justice, legal certainty, and the best interests of the parties; therefore, a judge's reasoning must be approached with thoroughness, integrity, and precision (Santika & Putra Pratama, 2022). If a judge's reasoning is drafted carefully, properly, and meticulously, the judicial decision based on that reasoning will not be overturned by the High Court or the Supreme Court (Nawawie, 2019).

Pursuant to Article 5 (1) of Law No. 48 of 2009 on Judicial Power, judges and constitutional judges are obligated to explore, adhere to, and understand the legal values and sense of justice that exist within society. Furthermore, paragraph (2) stipulates that constitutional judges must possess integrity and an irreproachable character, be honest, fair, and professional, and have experience in the legal field. Paragraph (3) states that every judge and constitutional judge is obligated to comply with the Code of Ethics and Guidelines for Judicial Conduct.

The independence of judges appointed to examine and adjudicate cases at least encompasses three substantive aspects in the exercise of judicial power (Gulo, 2024), namely:

- a. Judges must uphold justice and the rule of law as the primary foundation of every decision.
- b. A judge's decision must be free from any form of intervention, whether direct or indirect.
- c. Judicial independence must not be influenced by any external pressures that could undermine both the personal integrity and professional conduct of judges in the exercise of their judicial functions.

Legal reasoning plays a crucial role in assisting judges in the decision-making process regarding a case. When formulating and drafting legal considerations, judges must be meticulous and systematic, and use proper and correct Indonesian (Susilowati et al., 2024). A judge is required to thoroughly examine every aspect before rendering a decision and to ensure that the decision does not give rise to new disputes in the future. The resulting decision must be comprehensive and final (Gandžalová, 2024).

In Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg, the Panel of Judges began its deliberations by clearly identifying the subject matter of the case brought by the Plaintiff, namely the Defendant's breach of contract for failing to fulfill its payment obligation for the purchase of a number of goods, specifically mobile phones. The transactions occurred several times in March 2023, with a total value of IDR 356,194,500.00. This fact was established based on sales invoices indicating payment due dates extending beyond that period. The Defendant failed to make payment, despite having been reminded via personal communication channels. This step by the judge is part of the fact-finding process. As Sudikno Mertokusumo stated, the fact-finding stage is the process of establishing factual truth before legal qualification, which then guides the judge in identifying the appropriate legal provisions to apply.

The Defendant's admission of most of the Plaintiff's claims in a civil case has significant legal consequences, as Article 174 of the HIR stipulates that an admission made explicitly in open



court constitutes conclusive evidence; therefore, the judge must consider it as a fact that weighs against that party. If such an admission is pure and unqualified (*aveupur et simple*), it may stand alone as evidence and requires no additional proof. Furthermore, the Panel of Judges outlined the Defendant's response, which essentially acknowledged having purchased a mobile phone from the Plaintiff. The Defendant has paid a portion and still has an outstanding payment obligation, but has not been able to settle it because the Defendant is currently in a correctional facility. Nevertheless, pursuant to Article 163 of the HIR, the party asserting the occurrence of a legal event is obligated to prove the truth of the allegations in their complaint; thus, in this case, the Plaintiff remains burdened with the duty to prove the exact amount of the outstanding debt and the delay in payment as a form of breach of contract. This principle aligns with the doctrine of *Actori incumbit probatio*, under which the burden of proof rests with the party bringing the claim, not the party denying it, unless there is a reversal of the burden of proof pursuant to statutory law.

The panel of judges then evaluated the evidence submitted by the parties – including the documentary evidence submitted by the Plaintiff (P-1 through P-14) and the documentary evidence submitted by the Defendant (T-1 through T-4) – by applying the principle of evidentiary relevance. Based on Supreme Court Jurisprudence Number 1087 K/Sip/1973, the judges will consider evidence that is directly related to the subject matter of the case, while irrelevant evidence will be set aside. This principle is important to maintain the objectivity and focus of the decision, as well as to avoid distortions resulting from evidence unrelated to the substance of the dispute (Zendrato, 2025). From the evaluation of the evidence, the panel of judges found that a legal sales and purchase relationship existed between the Plaintiff and the Defendant, which met the requirements for a valid contract as stipulated in Article 1320 of the Indonesian Civil Code, namely: the agreement of the parties, legal capacity, a specific object in the form of a mobile phone, and a lawful cause. The fulfillment of these four requirements renders the agreement legally binding based on the principle of *pacta sunt servanda* in Article 1338 (1) of the Indonesian Civil Code, which states that all agreements made in a lawful manner are binding as law upon those who made them.

After confirming the existence of a valid legal relationship, the judge proceeds to the legal qualification stage to determine whether a breach of contract has occurred. Pursuant to Article 1234 of the Indonesian Civil Code, a contract may involve an obligation to deliver something, to perform an act, or to refrain from performing an act. According to legal doctrine, breach of contract can take four forms: failing to perform as promised, performing but not in accordance with what was promised, performing but late, or performing something prohibited. In this case, the relevant forms of breach of contract are failure to perform as promised and late payment. This assertion is reinforced by the demand letter filed by the Plaintiff on April 25, 2023, which legally constitutes a formal notice of default under Article 1238 of the Indonesian Civil Code. The demand letter serves to place the debtor in a state of default (*verzuim*), thereby enabling the creditor to subsequently seek performance of the obligation or damages. Without a formal notice, the debtor cannot be declared in default, except under certain circumstances expressly provided for by law.

In assessing the amount of the outstanding debt, the judge critically examined Exhibit P-14, which contained details of the Defendant's debts and payments. This evidence was deemed a unilateral statement by the Plaintiff regarding transactions in 2022; however, the Plaintiff did not



submit evidence of the 2022 transactions during the trial. Based on the principle of "negativa non sunt probanda," facts that are not proven are deemed nonexistent, so that portion of the evidence was set aside. The judge then focused on transactions occurring between March 2, 2023, and March 26, 2023, as evidenced by sales receipts P-6 through P-11, totaling IDR 370,795,000.00. Of this amount, the judge acknowledged the payments proven through evidence T-2 through T-4 in the form of bank transfers made by the Defendant on March 2, 2023, March 6, 2023, and March 9, 2023, totaling IDR 209,600,000.00. In addition, there was an overpayment from a previous transaction amounting to IDR 14,600,500.00, which was recognized to reduce the liability. Arithmetically, this results in a remaining liability of IDR 146,594,500.00. This approach reflects the application of the principle of proportionality and the principle of set-off, namely the reduction of liabilities by taking into account payments already made.

Regarding the plaintiff's request that the judge order the direct auction of the defendant's land and buildings if the debt is not repaid, the judge denied the request on the grounds that the enforcement of civil judgments is governed by civil procedure law, under which enforcement may only be carried out after the judgment has become final and binding and through valid enforcement procedures. This rejection constitutes the application of the due process of law principle in enforcement, which ensures that the execution of a judgment must follow prescribed mechanisms, including an enforcement order from the presiding judge and its execution by a sheriff. The request for a security attachment was also denied because no attachment order had ever been issued during the proceedings. However, according to Article 227 of the HIR, a security attachment is only valid if it is carried out pursuant to a court order issued before the judgment is rendered; thus, without such a procedure, the attachment cannot be deemed valid.

Ultimately, the judge concluded that the Plaintiff had only succeeded in proving part of its claims, and thus the lawsuit was granted in part, with the Defendant's remaining debt set at IDR 146,594,500.00. In the context of procedural law, the imposition of litigation costs on the losing party, in this case the Defendant, constitutes the application of Article 181 of the HIR, which states that the losing party is obligated to pay the litigation costs. This judgment granting the claim in part demonstrates the application of the principle of proportionality in the judgment's disposition, meaning the judge only renders a decision to the extent that facts and arguments supported by evidence can be proven in court. All of these considerations, when viewed theoretically, demonstrate a consistent application of the principles of contract law, the law of evidence, enforcement procedures, and the principle of prudence in evaluating evidence, so that the judgment not only fulfills the aspect of legal certainty but is also proportionate in delivering justice to both parties in accordance with the facts revealed during the trial (Nugraheni & Hernawan, 2024).

From a doctrinal standpoint, the judgment is consistent with classical civil law theory. The court also correctly applied burden of proof principles under Articles 163 HIR and 174 HIR, particularly regarding admissions in court proceedings.

However, a critical analysis reveals several limitations. First, while the judgment is systematic, it tends to reproduce procedural steps without critically engaging with competing interpretations of the facts. For instance, the defendant's argument regarding imprisonment is acknowledged but not legally analyzed as a potential mitigating factor in assessing fault or enforceability. Second, the court's reliance on formal evidence rules demonstrates strong procedural correctness but limited substantive justice analysis. Modern judicial reasoning theory,



particularly in progressive legal scholarship, emphasizes that judges should not only apply rules but also evaluate fairness and proportionality in outcome determination. In this case, the reasoning remains largely positivistic. Third, although the court rejected the request for asset seizure and emphasized procedural enforcement mechanisms, the judgment does not explicitly connect this reasoning to the principle of proportional enforcement or debtor protection theory.

Therefore, while the judicial reasoning is legally valid and consistent with civil procedural law, it reflects a conservative adjudicative model. It prioritizes legal certainty over contextual justice, and this becomes a notable limitation when evaluated from a modern legal reasoning perspective.

a. Legal Consequences of Default in Mobile Phone Sale and Purchase Agreements in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg

Legal consequences are the source of rights and obligations for the legal entities involved. When a sales contract is entered into, a legal consequence arises from that contract in the form of one party being entitled to receive the goods while also being obligated to pay the price of those goods (Zendrato, 2025). Conversely, the other party is entitled to receive payment but is also obligated to deliver the goods that are the subject of the agreement. Legal consequences arise as a result of an agreement that has been entered into by the parties, who have voluntarily bound themselves to the terms they have formulated. This agreement must be made without any element of coercion, mistake, or fraud on the part of either party (Siringo Ringo, 2022).

Based on a review of Malang District Court Number 149/Pdt.G/2023/PN.Mlg, the Defendant purchased and received goods from the Plaintiff – specifically, iPhone and Samsung smartphones – in March 2023. The purchase price for these goods, as stated on the sales receipt, was to be paid in full by the Defendant. However, it turns out that the Defendant has outstanding payments.

A. Mobile phone sales contract, pursuant to Article 1457 of the Civil Code, legally establishes a reciprocal relationship that includes the rights and obligations of each party. All rights and obligations arising from such a contract must be fulfilled by both parties. The rights held by the seller include (Santoso, 2012):

- a. The right to receive payment for the goods or services sold. If the buyer fails to pay the agreed-upon price, the seller is entitled to file a claim for damages or to rescind the contract, as such failure constitutes a breach of contract.
- b. The right to demand payment of the price by the specified time. As long as the purchase price has not been paid, the seller has no obligation to hand over the subject of the sale to the buyer.
- c. The right to request that the buyer bear the costs of preparing the deed of sale, unless the agreement explicitly states that such costs are the seller's responsibility.

Under contract law, if the party obligated to perform (the debtor) fails to fulfill what has been agreed upon, this is referred to as a breach of contract. The debtor is considered negligent, in breach of promise, or in violation of the contract if they do something they should not have done or fail to fulfill their obligations (Sibarani et al., 2025). Determining whether someone is negligent is not always easy, as contracts often do not clearly specify when the obligation must be fulfilled. This situation means that proving a breach of contract requires examining the contents of the contract and the accompanying conditions (Siregar et al., 2025).



In court, the creditor is obligated to prove that the opposing party (the debtor) has breached the contract and that the breach was not due to force majeure. Conversely, the debtor must convince the judge that the breach was not their fault, for example by demonstrating the existence of force majeure, proving that the creditor has waived their rights, or demonstrating negligence on the part of the creditor themselves. If the debtor is found to have been negligent or in breach of contract, the law imposes sanctions or penalties in accordance with applicable regulations (Triana et al., 2024).

One important consequence of a breach of contract is the creditor's right to claim damages in the form of costs, losses, and interest incurred. To establish a liability for damages, the law requires that the debtor first be found to be in default (Khair, 2017).

- B. Debtor proven to have breached the contract may be subject to various sanctions or legal consequences, including:
- a. The obligation to pay damages for the losses suffered by the seller as provided in Article 1243 of the Indonesian Civil Code, which applies to all types of contracts.
 - b. In reciprocal contracts, a breach of contract by one party grants the other party the right to seek rescission or termination of the contract through a court ruling, in accordance with the provisions of Article 1266 of the Indonesia Civil Code.
 - c. The transfer of risk to the buyer upon the occurrence of a breach of contract, as provided for in Article 1237 of the Indonesian Civil Code. This provision applies only to contracts for the delivery of a tangible item.
 - d. The obligation to pay litigation costs if the dispute is brought to court, in accordance with Article 181 (1) of the HIR. In such cases, the buyer found to be in breach of contract shall be declared the losing party in the case. This provision applies to all contracts.
 - e. Performance of the contract if it is still possible to carry out, or cancellation of the contract accompanied by payment of damages, as provided for in Article 1267 of the Indonesia Civil Code. This provision also applies to all contracts.

The legal consequences of the breach of contract in the sale and purchase of a mobile phone between PT. Sentral Global Mitra Sejahtera and Fitra Ardhita Nurullisha Putra, in which the judge granted the plaintiff's claim in part, are outlined as follows:

- a. With the granting of the claim to pay the remaining obligation of IDR 146,594,500.00, the defendant is legally obligated to immediately settle this amount to the plaintiff. This obligation is binding and has the force of law once the judgment becomes final and binding.
- b. Since the claim was granted in part, the defendant is declared to have partially lost the case and is therefore obligated to pay the litigation costs. This is in accordance with the principle that the losing party in a civil case must bear the costs arising from the lawsuit, as a form of legal accountability and to serve as a deterrent so that the parties exercise greater caution in entering into agreements and fulfilling their obligations.

In this case, the court imposed a remaining payment obligation of IDR 146,594,500 and litigation costs. This reflects a conventional application of Article 1243 and Article 181 HIR. From a doctrinal perspective, this outcome is correct and consistent with contract law principles. A more critical analysis shows that the judgment does not explore whether damages imposed are purely compensatory or also function as deterrence. The ruling implicitly adopts a compensatory approach but does not articulate the theoretical basis for rejecting punitive or mixed damage



reasoning. The decision demonstrates strong adherence to procedural legality but limited engagement with the economic impact of enforcement. For instance, the court does not assess whether full recovery is realistically enforceable given the defendant's incarceration status. This raises an important practical issue: legal certainty may not always translate into effective enforcement.

Another important observation is that the judgment does not develop any novel doctrinal interpretation regarding installment-based consumer transactions. As mobile phone sales increasingly rely on credit-based agreements, courts may need to develop more adaptive standards for assessing partial performance and installment default. This case, however, applies traditional contract principles without doctrinal innovation.

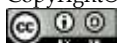
Conclusion

After analyzing the legal consequences of breach of contract in a mobile phone sales agreement in light of Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg, the author draws the following conclusions and recommendations:

1. The breach of contract in the mobile phone sale and purchase agreement in Malang District Court Decision Number 149/Pdt.G/2023/PN.Mlg is influenced by internal factors, namely negligence, lack of good faith, and the debtor's personal condition, including incarceration, rather than external force majeure circumstances.
2. The judicial considerations in this case reflect the application of the principles of legal certainty, justice, and utility; however, the reasoning remains largely formalistic and does not deeply explore proportionality, economic hardship, or contextual fairness in assessing breach of contract.
3. The legal consequences of the breach of contract include the obligation of the defendant to pay the remaining debt of IDR 146,594,500.00 and to bear court costs as the losing party, in accordance with Indonesian civil procedural law and contract law principles.

Recommendations

1. This study suggests that future contract law scholarship should further develop the concept of good faith into a more operational judicial standard, particularly in consumer credit-based transactions. The integration of modern contract theories, such as relational contract theory and economic analysis of law, is necessary to enrich judicial interpretation in breach of contract cases.
2. Judges are encouraged to apply a more contextual approach in assessing breach of contract, especially in cases involving installment payments. In addition to formal legal certainty, considerations of proportionality, debtor capacity, and real economic conditions should be more explicitly integrated into judicial reasoning to ensure substantive justice. Furthermore, creditors are advised to formulate clearer contractual clauses regarding default conditions, including installment schedules, penalties, and enforcement mechanisms, to minimize ambiguity in legal enforcement.



3. Lawmakers may consider developing more specific regulatory frameworks for consumer installment transactions in digital and electronic goods markets. This is important to provide clearer standards regarding default thresholds and enforcement mechanisms in modern consumer transactions.
4. Future studies are recommended to expand the analysis by comparing multiple court decisions involving breach of contract in consumer installment transactions. In addition, empirical research involving judicial interviews or dispute settlement practices could provide deeper insight into how judges interpret good faith and default in practice. Comparative studies with other civil law jurisdictions would also be valuable to assess how Indonesia's contract law aligns with global developments.

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