

# Juridical Analysis of the Car Sale and Purchase Agreement (Case Study Case Number 24/PDT.G/2018/PN.TJK)

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## Juridical Analysis of the Car Sale and Purchase Agreement (Case Study Case Number 24/PDT.G/2018/PN.TJK)



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**ABSTRACT:** The sale and purchase agreement is one source of the birth of an agreement between the parties that binds it as appropriate binding force according to law (Article 1338 paragraph 1 of the Civil Code). Therefore, all rights and obligations arising from the agreement must be fulfilled by both the seller and the buyer. In line with technological advances, causing more and more types of four-wheeled vehicles to be offered on the market to meet the needs of the community. This will provide wider opportunities for the public to make car buying and selling transactions that are in accordance with their wishes and needs. In a sale and purchase agreement, it is possible that the buyer is unable to fulfill his obligations in accordance with the contents of the agreement that has been agreed with the seller, so that the buyer can be categorized as Default. Basically an agreement will run well if the parties who make the agreement are based on good faith, but if one of the parties does not have good intentions or does not carry out their obligations, a Default will arise.

**KEYWORDS:** Sale and Purchase Agreement, Car Sale and Purchase, Default.

### INTRODUCTION

The Civil Code recognizes various agreements. Examples of agreements that are often encountered in daily activities include: buying and selling; lease; exchange; borrowing; and others. Sale and Purchase is a reciprocal agreement in which one party (the seller) promises to give up ownership rights to an item, while the other party (the buyer) promises to pay a price consisting of a sum of money in exchange for the acquisition of the property rights. (Subekti, 1995). The sale and purchase agreement shows that from one party the act is called selling, while from the other party it is called buying. The term which includes two reciprocal actions is in accordance with the Dutch term *koop en verkoop* which also implies that one party *verkoppt* (sells) while the other *coopt* (buys). In English, buying and selling is called only sale which means sale (only seen from the seller's point of view), as well as in French it is called only *vente* which also means sale, while in German the word *Kauf* which means purchase is used (Basrah, 1981). In a sale and purchase agreement, it is possible that the buyer is unable to fulfill his obligations in accordance with the contents of the agreement that has been agreed with the seller, so that the buyer can be categorized as default. Basically an agreement will run well if the parties who make the agreement are based on good faith, but if one of the parties does not have good intentions or does not carry out their obligations, a default will arise (Munir Fuady, 2001).

The provisions for default are stated in Article 1243 of the Civil Code which contains "Reimbursement of costs, losses and interest due to non-fulfillment of an engagement is mandatory, if the debtor, even though he has been declared negligent, still fails to fulfill the engagement, or if something that must be given or done can only be given. Or do it in a time that exceeds the time that has been determined. In the provisions of Article 1 point 1 of Law Number 42 of 1999. That: "Fiducia is the transfer of ownership rights to an object on the basis of trust provided that the object whose ownership rights are transferred remains in the control of the owner of the object." (Law number 42 of 1999 article 1 number 1). The fiduciary giver is the individual or corporation that owns the object that is the object of the fiduciary guarantee. While the fiduciary recipient is an individual or corporation that has receivables whose payment is guaranteed by a fiduciary guarantee. Based on the formulation of the provisions in Article 1 number 2 of the Fiduciary Guarantee Law, the elements of the Fiduciary Guarantee are: 1. As an institution of material security rights and rights that take precedence; 2. Moving objects as objects; 3. Immovable objects, especially buildings that are not encumbered with Mortgage Rights, are also objects of Fiduciary Security; 4. The object of the Fiduciary Guarantee is intended as collateral; To pay off a certain debt; 5. Giving priority to Fiduciary Recipients to other creditors (Chmadi Usman, 2008)

According to Saliman, default is an attitude in which a person does not fulfill or neglects to carry out obligations as specified in the agreement made between creditors and debtors. (Saliman, Abdul R, 2004)

Some of the factors that cause default are as follows:

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- a. Negligence of the Debtor (Customer) The loss can be blamed on him (the debtor) if there is an element of intent or negligence in an event that is detrimental to the debtor who can be held accountable to him. Negligence is an event where a debtor should know or should suspect, that with the actions or attitudes taken by him there will be losses, obligations that are considered negligent if a debtor is not carried out, namely: 1. The obligation to provide something that has been promised; 2. The obligation to perform an action; 3. The obligation not to carry out an act.
- b. Due to the Existence of Coercive Circumstances (overmacht/force majeure) A coercive situation is a condition where the debtor's performance cannot be fulfilled because an event occurred through no fault of his, which event could not be known or could not be expected to occur at the time of making the engagement. In this state of coercion the debtor cannot be blamed because the coercive circumstances arise beyond the will and ability of the debtor. The elements contained in a state of coercion are as follows: 1. Achievement is not fulfilled due to an event that destroys the object that is the object of the engagement, this is always permanent; 2. Achievement cannot be fulfilled due to an event that prevents the debtor's actions from achieving, this can be permanent or temporary; 3. The event cannot be known or expected to occur at the time of making the engagement either by the debtor or by the creditor. So it is not because of the fault of the parties, especially the debtor. (Satrio, J, 1999)

### RESEARCH METHODS

The author uses the type of normative juridical research, namely research that is focused on examining positive legal research. Problem Approach used: The approach used is a case approach to the decision of the Tanjung Karang District Court Number 24/PDT.G/2018/PN.TJK. The sources of data for this research are:

1. Primary sources are sources of legal material consisting of hierarchical legislation and court decisions. In this study the primary sources are: Tanjung Karang District Court Decision Number 24/PDT.G/2018/PN.TJK.
2. Secondary sources are sources of legal materials consisting of textbooks, legal journals, expert opinions, jurisprudence, research results from experts, in other words, legal materials outside of primary legal materials.

### RESULTS AND DISCUSSION

#### *Legal Provisions in the Car Sale and Purchase Agreement*

##### 1. Agreement

An agreement is an activity activity or a contract made where one party promises to another party or both make an agreement both verbally and in writing to carry out a thing. Agreement in the broadest sense is a mutually binding activity that causes legal consequence that are desired or not desired by the two parties who make the agreement (J.Satrio, 2002) According to Wierjono Rodjodikoro Agreement is a legal relationship regarding property between two parties, in which one the party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of the agreement. (Prodjodikoro, W, 2000)

According to Abdulkadir, he argues that contract law or engagement law is a legal relationship that occurs between debtors and creditors which is included in the property sector (Komariah, 2002). Meanwhile, according to Salim in Article 1313 of the Civil Code, an agreement has the meaning of all actions in which one party binds himself to another party (Salim, HS, 2006). According to Article 1313 of the Civil Code, the agreement contains elements, namely: a. Deed, In the formulation of the agreement there is a legal action or legal action. This is because every form of legal action will have legal consequences for the parties participating in an agreement; b. There are parties participating in the agreement. In order to carry out an agreement, there must be at least two parties who face each other and meet face to face to provide a statement that is in accordance with the other party or legal entity; c. Binding, In an agreement, there is an element of promise that will be carried out by both parties. In this case, the person who is bound by the law exists because of his own will. Before starting an agreement, it is necessary to compile the identification of both parties (Salim H.S, 2017).

The agreement itself must meet the conditions which are conditions for the validity of the agreement, namely agreement, skills, certain things and a lawful cause, as stipulated in Article 1320 of the Civil Code. By fulfilling the four conditions of the agreement, an agreement is considered valid and becomes legally binding or applies as law for the parties who make it (Suharmoko, 2015).

##### 1. Elements of the Agreement

There are several elements of the agreement as follows:

- a. Essentialia: namely elements that absolutely must exist in order for the agreement to be valid, The essentialia element in the agreement represents the provisions in the form of achievements that must be carried out by one or more parties that reflect the nature of the agreement, which distinguishes it in principle from other types of agreements. This essentialia element is generally used in providing the formulation, definition, or understanding of an agreement (Ratna Artha Windari, 2014).
- b. Naturalia: namely elements that are usually attached to the agreement, namely elements that are not specifically agreed upon in the agreement secretly are automatically considered to be in the agreement because they are innate or attached to the agreement. The element of naturalia must exist in a certain agreement, after the element of essentialia is known for certain. For example, in an

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agreement containing the essentialia element of buying and selling, there will definitely be element of naturalia in the form of an obligation from the seller to bear the object being sold from hidden defects. In this regard, the provisions of Article 1339 of the Civil Code shall apply which reads "Agreements are not only binding on matters expressly stated in them, but also for everything which according to the nature of the agreement is required by propriety, custom, or law." (Sudikno Mertokusumo, 2009)

c. Accidentalita: is a complementary element in an agreement which is a provision that can be deviated by the parties according to the will of the parties, is a special requirement that is determined jointly by the parties. With this, this element is essentially not a form of achievement that must be carried out or fulfilled by the parties (Kartini Muljadi, 2003).

### 2. Types of Agreements

In general, agreements can be divided into two groups, namely obligatory agreements and non-obligatory agreements. (Komariah, 2002) An obligatory agreement is an agreement that requires someone to submit or pay something. Meanwhile, a non-obligatory agreement is an agreement that does not require someone to submit or pay for something. There are several types of obligatory agreements, namely:

- a. unilateral agreements and reciprocal agreements. A unilateral agreement is an agreement that imposes performance on only one party. For example, a grant agreement, a guarantee agreement (borgtocht), and a power of attorney agreement without wages. While a reciprocal agreement is an agreement that imposes achievements on both parties. For example buying and selling. (Herlien Budiono, 2010)
- b. Free Agreements and Agreements for Charges. A mere agreement is an agreement in which one party provides an advantage to the other without receiving any benefit for himself. For example, grants, borrowing and borrowing without interest, and safekeeping of goods at no cost. While the agreement on the burden is an agreement that requires one party to perform an achievement directly related to the performance that must be done by the other party. Examples of agreements for expenses are buying and selling, leasing, and lending and borrowing with interest.
- c. Consensual Agreement, Real Agreement and Formal Agreement. A consensual agreement is a binding agreement since there is an agreement from both parties. For example, a sale and purchase agreement and a lease agreement (Komariah, 2002) While a real agreement is an agreement that not only requires an agreement, but also requires the delivery of the object of the agreement or the object. For example, an agreement for safekeeping of goods and a loan-use agreement. A formal agreement is an agreement that in addition to requiring an agreement, certain formalities are also required, in accordance with what has been determined by law. For example the imposition of fiduciary guarantees. (Herlien Budiono, 2010)
- d. Named agreements, unnamed agreements and mixed agreements. A named agreement is an agreement specifically regulated in law. An unnamed agreement is an agreement that is not specifically regulated in the law. For example, leases, franchising and factoring agreements. While a mixed agreement is an agreement which is a combination of two or more named agreements. For example, a boarding agreement (kost) which is a mixture of a rental agreement and an agreement to do a job (washing clothes, ironing clothes, and cleaning rooms).

Non-obligatory agreements are divided as follows:

- a. Zakelijk overeenkomst, is an agreement that stipulates the transfer of a right from one person to another. For example, changing the name of land rights.
- b. Bevifs overeenkomst, is an agreement to prove something.
- c. Liberatoir overeenkomst, is an agreement where one person releases another party from an obligation.
- d. Vaststelling overeenkomst, is an agreement to end doubts regarding the content and extent of legal relations between the parties.

### 3. Legal Subjects of the Agreement

M. Yahya Harahap explained that according to the theory and practice of the agreement, the subject of contract law consists of:

- a. Individual as the person concerned, namely: Natuurlijke persoon or certain human, Rech persoon or legal entity
- b. A person under certain circumstances uses the position/rights of certain other people, for example someone bezitter on a ship
- c. Person who can be replaced (Vervangbaar) which means that the creditor who became the original subject has been determined in the agreement, at any time his position can be replaced with a new creditor/debtor, this agreement is in the form of an "aan order" or agreement on behalf of or to the holder/bearer on the invoice debt. (Yahya Harahap, 1982)

### 4. Legal Objects of the Agreement

The legal object of the agreement according to M. Yahya Harahap is an achievement in the form of "giving something" in the form of delivery of an item, for example in buying and selling, the seller is obliged to deliver the goods or the person who rents it is obliged to give pleasure to the leased item. Furthermore, achievement in the form of "doing something" is every achievement to do something that is not in the form of giving something, for example painting, while not doing something is if the debtor promises not to do a certain act, for example will not build a fence. The achievements in the form of "doing something and not doing something" have a positive meaning if the agreement is determined to do something that arises, for example in the work agreement regulated in Article 1603 of the Civil Code which contains normative provisions, namely that workers are obliged to do their best work as well as possible, while has a negative meaning if the agreement is determined not to do / do something, for example the lease

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regulated in article 1550 of the Civil Code which is an agreement with negative achievements, namely the party who rents out must let the tenant enjoy the rented item in peace as long as the rental period is still running . (Yahya Harahap, 1982)

### 5. Terms of Validity of the Agreement

In continental European law like ours, the conditions for the validity of an agreement are regulated in Article 1320 of the Civil Code which explains the 4 conditions for the validity of the agreement:

- a. The existence of an agreement between those who bind themselves, the purpose of the agreement is the occurrence of a conformity statement of will between one or more people with another party.
- b. The existence of the ability to make an engagement, the purpose of the skill here is the ability to act, namely the ability or ability to carry a legal act, the legal act itself is an act that will cause legal consequences. So the person who will enter into an agreement must be a person who is capable of carrying out legal actions as confirmed and determined in the Civil Code, it is explained that people who are capable of carrying out legal actions are adults. For the measure of a person's maturity itself, it is also explained that he is 21 years old and or already married (explained in Article 330 of the Civil Code). Meanwhile, people who are not authorized to carry out legal actions are:

1) Minors

2) People who are still under custody

3) Women who are married in marriages determined by law and in general all people who are prohibited by law from making certain agreements (explained in article 1330 of the Civil Code)

- c. The existence of a particular problem or object, which means that in making and implementing an agreement, a clear object or purpose must be determined which will be agreed upon in the agreement later, the object or issue is usually an achievement. Achievement is what the obligation of the debtor is and what the right of the creditor is. (Sudikno Mertokusumo, 1986)

- d. The existence of a lawful cause, indeed there is no explanation regarding a lawful cause in Article 1320 of the Civil Code. Hoge Raad gives an understanding of a lawful cause (orzaak) as something that is the goal of the parties. Then further understanding regarding a lawful cause is explained in Articles 1335 to 1337 of the Civil Code, in which Article 1335 explains that: "An agreement without a cause, or made based on a false or forbidden cause has no legal force. (Kartini Muljadi, 2003)

### 6. Termination or termination of the agreement

The agreement can be deleted, because:

- a. Determined in the agreement by the parties. For example the agreement will be valid for a certain time;
- b. The law determines the validity of an agreement;
- c. The parties or the law may determine that with the occurrence of certain events, the agreement will be terminated;
- d. Declaring to terminate the agreement (opzegging);
- e. The agreement is canceled due to the judge's decision;
- f. The purpose of the agreement has been achieved; and
- g. With the consent of the parties (herroeping). (R. Setiawan, 2010)

### Default in the Sale and Purchase Agreement

#### 1. Default

Prodjodikoro said that a default is a lack of achievement found in contract law. In this case, it means that something that must be carried out in accordance with the contents of the agreement is not carried out in full or is not carried out at all. (Prodjodikoro, 1999). Then, Subekti also stated that a default is the negligence or failure of one of the parties in carrying out the rights or responsibilities. There are several things that cause default, namely:

- a. Do not do what is agreed in the agreement agreement.
- b. Carry out what has been agreed in the agreement, but not in accordance with the contents of the agreement.
- c. Implement what was agreed in the agreement but late in its implementation.
- d. Doing something that is not in an agreement. (R. Subeksi, 1970)

#### 2. Forms of Default

Satrio also stated the forms of default as follows:

- a. Debtors do not meet achievements at all

It can be seen that this means that the debtor does not give credit to the creditor at all. This could be due to the fact that the debtor is objectively impossible to achieve or subjectively it is no longer useful to achieve.

- b. Debtors are late in fulfilling achievements

The debtor has indeed made achievements and the object of achievement is correct, but it is not in accordance with what was previously agreed, such as negligence in fulfilling achievements on time.

- c. Debtors who do not perform as they should

Here the debtor indeed in his mind has given his achievement but in reality what the creditor received is different than what was agreed upon. (Satrio J, 1999)

### 3. Default Elements

There are several elements so that it can be said as a default, including:

a. Error the meaning of an error must be met the following conditions:

- 1) The actions taken must be avoided.
- 2) The act can be blamed on the maker, namely that he can guess about the consequences.

An effect can be predicted or not, to measure or know the alleged effect seen from the "objective and subjective" elements. The objective is if the normal condition of the result is predictable, while the subjective element is the result that is suspected according to the judgment of an expert. Errors have two meanings, namely errors in a broad sense which includes elements of intentional and negligence and errors in a narrow sense which involve negligence only. (Yahya Harahap, 1982)

b. Negligence

Negligence is an act in which a person is aware of the possible consequences that harm others. To determine the element of negligence is not easy, it is necessary to prove it because it is often not promised exactly when a party is required to perform the promised performance.

c. intentional

Deliberation is an act that is done knowingly and willingly. Therefore, when it is intentional, it is not necessary to have an intention to cause harm to others, it is enough to know and the perpetrator continues to do the act. The easiest way to determine someone to default is in an agreement that aims not to do an act. If that person does so, it means that he violates the agreement, he can be said to be in default. (Subekti, 1979)

### 4. Legal Consequences of Default

In an agreement law, if the debtor does not do what has been agreed in an agreement, it is said to be in default. The debtor is negligent or breaks his promise, or also violates the agreement if he does or does something that is not allowed to be done. Against the negligence of a debtor, it can be threatened with sanctions and penalties. The penalties or consequences received by negligent debtors consist of four kinds, namely as follows:

- a. Debtors can pay losses received by creditors or what is often referred to as compensation.
- b. Cancellation of the agreement or also called breaking the agreement
- c. Risk transfer
- d. Paying the court fee if it is brought before a judge. (Yahya Harahap, 1986)

### 13 Terms of the Sale and Purchase Agreement

Contract law is regulated in chapter II of book III of the Civil Code and is divided into several parts:

1. General provisions are regulated in Articles 1313-1319 of the Civil Code, in this section regulates matters of a general nature. For example: agreement limits (Article 1313 of the Civil Code), various types of agreements (Article 1314 of the Civil Code), the validity of an agreement (Article 1315 of the Civil Code).
2. The conditions necessary for the validity of the agreement (Article 1320 of the Civil Code).
3. The consequences of an agreement (Article 1338-1341 of the Civil Code).
4. Regarding the interpretation of the agreement (Prihati Yuniarlin, 2008)

In addition to these general provisions, special provisions can also be found or called named agreements. This special provision is regulated in Chapter V-XVIII Book III of the Civil Code.

Lawsuit

### 1. Lawsuit

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What is meant by a lawsuit according to Darwin Prints is an attempt or action to claim the rights or force another party to carry out their duties or obligations, in order to recover the losses suffered by the Plaintiff through a court decision. (Abdul Manan, 2005)

### 2. Lawsuit Principles

Abdul Manan in his book mentions 5 principles that must exist in a lawsuit:

a. There must be a legal basis

The parties who are intended to file a lawsuit to the court must first know the legal basis. A lawsuit that has no legal basis will definitely be rejected by the judge in a court session because this legal basis is the basis for his decision. Besides having a very close relationship with court proceedings, especially matters relating to the opposing answers and evidence. In defending the arguments in the trial, it is not just answering or denying, but all of them must be supported by a strong legal basis in defending the arguments. This legal basis can be in the form of statutory regulations, doctrines, court practices and customs that have been recognized as law.

b. There is a legal interest

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The plaintiff must have a direct legal interest attached to him before pouring an action and a lawsuit, this is an absolute requirement to be able to file a lawsuit. People who do not have a legal interest are not justified in filing a lawsuit, only people with a direct interest can file a lawsuit, while people who do not have a direct interest must first obtain authorization from people to be able to file a lawsuit in court.

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c. Is a dispute

The lawsuit submitted to the court must be disputed and the dispute has caused harm to the plaintiff, so it needs to be resolved through the court as an authorized and impartial agency. In this lawsuit, the claim for rights must contain a dispute as referred to in Article 118 HIR/Article 132 RBg.

d. Carefully crafted and bright

A written claim must be prepared in a written suit that is made carefully and clearly, if it is not carried out in this way, it will fail in court. The lawsuit must be written briefly, concisely and includes the issues in dispute. The lawsuit must not be obscure libel, meaning that it cannot be vague, both regarding the parties, the object of the dispute, and the legal basis used as the basis for the lawsuit.

e. Understand formal and material law

Understanding in formal and material law is the principle of the lawsuit, because the two laws are closely related to the entire content of the lawsuit that will be defended in court. However, if a person does not understand formal or material law, then it is as stated in Article 119 HIR and Article 143 RBg with the aim of not having difficulty in making a lawsuit for people who lack knowledge of formal and material law. (Abdul Manan, 2006)

### 3. Form of Lawsuit

The form of the lawsuit is divided into 2, namely:

a. Written Claim

This lawsuit in written form is highly prioritized, this is confirmed in Article 118 paragraph 1 HIR and RBg. According to this article, a civil lawsuit must be submitted to the court with a request letter signed by the plaintiff or his representative. A representative is an attorney who is intentionally authorized based on a special power of attorney to make and sign a lawsuit. If the lawsuit is signed by a proxy, the date of granting the power of attorney must be earlier than the date of the lawsuit. As for what is meant by a letter of request in the article is a letter of lawsuit or a letter of lawsuit. (Retnowulan Sutantio, 2005)

b. Oral Lawsuit

If the Plaintiff is unable to write, then the lawsuit can be submitted verbally to the Chief Justice. Against the oral lawsuit, the Chief Court records or orders a record to one of the court officials. Then from these notes the Chief Justice formulates a lawsuit. (Abdul Manan, 2006)

### Kinds of Lawsuits in Judgment Order

a. Lawsuit granted A lawsuit is granted on condition that the argument of the lawsuit can be proven by the plaintiff according to the evidence as stipulated in Article 1865 of the Civil Code or Article 164 HIR. Some of these claims were granted which were partially granted, some were granted wholly, determined by the consideration of the panel of judges. (HIR / Updated Indonesian Regulation (RIB))

b. Lawsuit rejected

That if the plaintiff is deemed unable to prove the arguments of his lawsuit, the legal consequences he must bear for failing to prove the arguments of his lawsuit are that his lawsuit must be rejected in its entirety. So, if a lawsuit cannot be proven by the argument of the lawsuit that the defendant deserves to be punished for violating the things stated in the lawsuit, then the lawsuit will be rejected. (Yahya Harahap, 1990)

c. Unacceptable lawsuit

Is a lawsuit that does not meet the requirements based on Article 123 paragraph 1 HIR jo. SEMA Number 4 of 1996:

- 1) The lawsuit has no legal basis
- 2) Error in persona lawsuit in the form of disqualification or plarium litis consortium
- 3) The lawsuit contains defects or obscure libel
- 4) The lawsuit violates absolute or relative jurisdiction (competence) and so on.

### Juridical Analysis of the Car Sale and Purchase Agreement Judge's Decision (Case Study Number 24/PDT.G/2018/PN.TJK)

In the decision Number 24/PDT.G/2018/PN.TJK there are several irregularities in the lawsuit, which are listed below:

- Point 3 "that starting from July 21, 2017 or after the sale and purchase transaction process occurred between the plaintiff as the buyer and co-defendant II as the seller that the physical object of the disputed vehicle was in the possession of the plaintiff from July 21, 2017 to November 2016", in this point the year listed is contradictory.
- Point 4 "That as described above, therefore automatically the object of the disputed vehicle is the property of the plaintiff" According to the author in the movable property credit agreement, property rights will only be transferred if they have paid off the last installment, in this case the plaintiff only pays 7x so still cannot be declared as the legal owner in its entirety – Article 1 of Law Number 42 of 1999 concerning Fiduciary Guarantees.
- Point 5 "That around the forgotten date of the end of November 2016, the object of the disputed vehicle was borrowed by the defendant to the plaintiff". This point is also unclear because the plaintiff forgot the date.

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- Point 7 "That according to the plaintiff on the forgotten date of March 2017, the object of the disputed vehicle was borrowed by co-defendant 1 to the defendant and co-defendant 1 did not return it to the defendant" this point is the same as point 5, forgot the date of the incident.
  - Point 9 "That the actions that have been carried out by the Defendant are unlawful acts that cause harm to the Plaintiff as the legal owner of the disputed object vehicle." According to the author, this is not appropriate, because this dispute is based on borrowing and borrowing (as seen in point 5), in a loan agreement, if one party cannot fulfill what was agreed upon, then the appropriate lawsuit is a breach of contract, because it fulfills the elements of default. Namely: There is an agreement by the parties, there are parties who violate, have been declared guilty but still violate the agreement.
  - Point 12 "That Co-Defendant II is still withdrawn in this case, because after all for the process of rent-selling or vehicle credit, the object of the dispute is one unit of a four-wheeled vehicle/car." The party to Defendant 2 should serve as a witness.
- So the judge's decision stating that the plaintiff's claim is unclear/fuzzy is correct, this can be seen in points 3, 5, 6 and 12. Because it does not meet the requirements based on Article 123 paragraph 1 HIR jo. SEMA Number 4 of 1996, namely: the lawsuit has no legal basis, the lawsuit for error in persona in the form of disqualification or plurium litis consortium, the lawsuit contains defects or *obscur libel*, the lawsuit violates absolute or relative jurisdiction (competence) and so on. So the judge declared the lawsuit unacceptable (Niet Onvankelijk Verklaard).

### CONCLUSION

1. One form of agreement that is most often encountered in everyday life is a sale and purchase agreement. Sale and purchase is an agreement in which one party promises to another party to hand over the ownership rights he owns to an item, while the other party the buyer promises to the seller to pay a price consisting of a sum of money as compensation or payment for the acquisition of property rights. Which he will receive from the seller. If the buyer cannot fulfill what has been agreed or carry out the agreement but it is not in accordance with the contents of the agreement, it can be called a default, and can be subject to sanctions, namely paying losses or compensation, canceling the agreement, and pay for the case if it enters the realm of court.
2. The defendant's reason for rejecting the lawsuit against the law by the plaintiff in decision Number 24/PDT.G/2018/PN.TJK that the plaintiff's claim is *obscur libel* (fuzzy or unclear), does not know the date and month of the incident and the chronology is out of line so that causing ambiguity/vagueness, the judge's consideration in deciding the dispute over the decision Number 24/PDT.G/2018/PN.TJK The Panel of Judges is of the opinion that the plaintiff's claim is unclear/fuzzy, the plaintiff's claim contains formal smallpox regarding the party (error in persona). That the relationship between them is a relationship based on a loan agreement, so if in the future the defendant and co-defendant 1 Defaults or breaks a promise, then the plaintiff should file a default lawsuit, not a lawsuit against the law because there is a clear relationship between the defendant, co-defendant 1 and the plaintiff is based on a loan agreement.

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