



Settlement of Breach of Contract in Cooperation and Capital Between Harsana and CV. Aasmaa Tradexindo

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Abstract: Breach of contract (*wanprestasi*) refers to the debtor's negligence, resulting in the failure to fulfill obligations agreed upon in a contract. If one party fails to perform actions that are neither their rights nor obligations under the agreement, such negligence may lead to a lawsuit in court. This study addresses two research questions: 1) Why does a breach of contract occur in the implementation of the cooperation and capital agreement between Harsana and CV. Aasmaa Tradexindo, based on Decision No. 979/Pdt.G/2022/PN.Jkt.Sel? 2) What are the legal considerations made by the panel of judges in deciding the case regarding the cooperation and capital agreement between Harsana and CV. Aasmaa Tradexindo, based on Decision No. 979/Pdt.G/2022/PN.Jkt.Sel? The analysis uses a normative juridical approach with qualitative data collection based on a case study of Decision No. 979/Pdt.G/2022/PN.Jkt.Sel. The results of the study show that the Defendant's failure was due to an inability to fulfill the obligations agreed upon in the written contract. The dispute was initially attempted to be resolved through negotiation, but due to the lack of an agreement, it proceeded to the civil court. In this case, the judge ruled that a breach of contract had occurred and upheld part of the Plaintiff's claims, particularly regarding material compensation. However, the judge rejected the request for immaterial damages amounting to IDR 5,000,000,000 and a fine (*dwangsom*) due to insufficient evidence.

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Introduction

Business cooperation in the form of capital participation is one of the most commonly used alternatives by individuals and organizations to develop business activities. This model provides an opportunity for the parties involved to leverage both capital and expertise to expand networks and increase profits. However, not all collaborations proceed according to agreement. Issues often arise when one party fails to fulfill its obligations as outlined in the agreement, a situation recognized in

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civil law as a breach of contract (*wanprestasi*). A breach of contract occurs when a debtor fails to perform the agreed-upon obligations under a binding agreement between the parties. This failure can lead to losses for one party and may give rise to legal disputes that must be resolved through court procedures if not settled through negotiation or mediation first (Hernoko, 2014).

In the realm of civil law, a breach of contract can only be declared when it is proven that one party has failed to fulfill its obligations, without a legitimate reason or force majeure circumstances. A formal written warning or notice becomes crucial evidence in urging the debtor to perform as stipulated in the agreement. This aligns with Hernoko's view that written evidence, such as fund transfers and notices, plays a vital role in proving the existence of a legal relationship and the negligence in performance in cases of breach of contract (Widiasari et al., 2023).

This research is novel as it highlights the issue of breach of contract within the context of family cooperation involving capital investment in export activities, a topic rarely addressed in previous studies. Previous research generally examines breach of contract in ordinary agreements without emphasizing the familial relationships in business, especially in export activities, such as in the case between Harsana and CV. Aasmaa Tradexindo, which engaged in the export of gum copal to Pakistan. This case demonstrates that despite the familial ties between the parties involved, the emotional aspects of such relationships do not always ensure the smooth execution of agreements and can lead to legal disputes.

Through this study, the author aims to fill the existing research gap by delving deeper into breach of contract in family-based business partnerships involving capital investment for export activities. The primary focus of this research is to understand in greater detail how breach of contract occurs within cooperation agreements and capital investment, as well as how dispute resolution processes are carried out under the civil law applicable in Indonesia. Thus, this study is expected to make a significant contribution to the development of civil law, particularly in terms of proving breach of contract and resolving disputes within the context of family-based business partnerships.

Previous literature has extensively discussed breach of contract in the context of general agreements, yet there has been limited in-depth exploration of breaches that occur within family business collaborations. Therefore, this study aims to connect the findings from previous literature with its research objectives, which are to explore and analyze breaches of contract in family business partnerships involving capital investments and the mechanisms for resolving disputes through legal channels. By addressing this gap, this research seeks to provide new insights that can enhance the understanding and legal practices related to family-based business disputes, as well as improve the dispute resolution process to be more effective and efficient.

Methods

This study employs a normative legal research method, which is a research approach grounded in the prevailing positive legal norms. The research focuses on an examination of laws and regulations, as well as other legal documents related to cooperation agreements and breach of contract (Manullang, 2022).

The approach adopted in this study is a normative legal approach. This approach involves the analysis of primary legal materials, including the Civil Code (*KUH Perdata*) and other relevant regulations. Additionally, secondary legal materials, such as legal textbooks, scholarly articles, and previous research addressing contract law and breach of contract, are used as references. To complement the analysis, tertiary legal materials such as legal dictionaries, newspapers, and online sources related to the research topic are also consulted.

The data collection technique employed in this study is document analysis or literature review. This technique involves searching for and gathering various sources of literature that provide relevant information on contracts, breach of contract, and dispute resolution mechanisms. The purpose of this literature review is to identify the necessary legal materials, both primary and secondary, to support the legal arguments in addressing the issues raised in this study.

The data analysis technique used in this research is qualitative. The collected data is analyzed by inventorying relevant legal norms, interpreting the contents of contracts and statutory regulations, and relating them to the practices of resolving breaches of contract between the parties. Through this technique, the researcher seeks to systematically draw conclusions to answer the research questions that have been established.

Results and Discussion

In civil law, breach of contract (*wanprestasi*) refers to a breach of contract committed by one of the parties involved. According to Article 1238 of the Civil Code, default encompasses failure to perform obligations, performance of obligations but not on time, or performance that is not in accordance with the terms of the agreement. In the case between Harsana and CV. Aasmaa Tradexindo, the defendant failed to fulfill the agreed obligations, specifically the return of capital and profit sharing. The agreements made on July 14, 2021, and September 22, 2021, explicitly outlined these responsibilities, but the defendant neglected to carry them out. Despite the plaintiff having sent three formal notices (*somasi*), the defendant showed no intention of fulfilling the obligations, leading to the matter being brought to court (Subekti, 2014).

A contract serves as the basis for a legal relationship that binds both parties in a lawful manner. In this case, the contract was made in two stages with a total

investment value of IDR 200,000,000, aimed at facilitating the export of Gum Copal to Pakistan. The contract of July 14, 2021, involved a capital of IDR 50,000,000 and a profit of IDR 45,000,000, while the second contract of September 22, 2021, involved a capital of IDR 150,000,000 and a profit of IDR 90,000,000. However, by the due date, the defendant had failed to fulfill the obligation to return the capital and share the profits as promised (Subekti, 2014). Based on the terms of the agreement, the defendant was obliged to manage the capital provided by the plaintiff for the Gum Copal export project, distribute profits every two months, and return the capital within six months of the contract's signing. This provision indicates that the legal relationship established is commutative, where both parties have equal rights and obligations.

In contract law, clarity regarding rights and obligations is an essential requirement for a contract to have binding force (Badruzaman, 2022). According to Article 1320 of the Civil Code, a contract that meets the legal requirements becomes binding as law for the parties who make it (*pacta sunt servanda*). Therefore, both the Plaintiff and the Defendant are bound to fulfill the terms of the contract, including the return of capital and the distribution of profits as agreed upon (Purba, 2022).

According to Hernoko, the agreement of the parties is the essence of a contract, as without consensus, there is no binding legal relationship (Setiawan, 1979). Meanwhile, Sutedi states that objective requirements (such as a specific subject matter and a lawful cause) are the foundation for the validity of a contract, and any violation of these conditions may result in the contract being annulled (Hernoko, 2014).

In addition to fulfilling formal requirements, the contents of the contract also reflect the principle of contractual fairness, which requires a balance between rights and obligations. The capital provider (Plaintiff) is entitled to the return of capital and profits, while the manager (Defendant) is obligated to run the business and be accountable for the results.

In considering the lawsuit, the Panel of Judges concluded that the defendant had committed a breach of contract by failing to fulfill their obligations under a valid agreement. The evidence presented by the plaintiff, including the written agreement, transfer receipts, a statement letter, and a warning letter, was deemed sufficient to prove the existence of the breach. On the other hand, the evidence submitted by the defendant failed to demonstrate that the obligations had been fully met. Therefore, the Panel of Judges decided that the defendant was proven to have committed a breach of contract and ordered the defendant to pay material damages amounting to IDR 200,000,000. However, the claim for immaterial damages amounting to IDR 5,000,000,000, as well as the request for a lien and coercive fine, was rejected due to lack of legal evidence. This decision serves as a form of legal protection for the party harmed by the failure to execute the cooperation agreement (Setiawan, 1979).

In this case, the Panel of Judges assessed that the agreement between the plaintiff and the defendant fulfilled the elements of a valid contract as stipulated in Article 1320 of the Civil Code, which includes mutual consent, the capacity to enter into a binding agreement, a specific object, and a lawful cause. This was evidenced by two cooperation agreement documents dated July 14, 2021, and September 22, 2021, as well as transfer evidence demonstrating the plaintiff's capital involvement with the defendant. Additionally, the warning letter and written statement from the defendant strengthened the argument that the defendant had been given an opportunity to fulfill their obligations but failed to do so.

The Panel of Judges also took into consideration the testimonies of witnesses from both parties but concluded that the written evidence presented by the plaintiff was more relevant and legally reliable. Therefore, the judges declared that all the evidence submitted by the plaintiff in this case is valid and legally acceptable.

In their claim, the plaintiff requested material compensation amounting to IDR 330,000,000 and immaterial compensation of IDR 5,000,000,000. Based on the examination, the Panel of Judges stated that the proven material loss was only IDR 200,000,000, corresponding to the total capital that had been deposited and not refunded. Meanwhile, the claim for immaterial compensation was not accepted as it was not supported by concrete evidence of non-material losses suffered by the plaintiff. As a result, this part of the claim was dismissed.

The ruling in this case demonstrates the crucial role of the court in upholding justice and providing protection to the party harmed by a breach of contract. Although not all claims were granted, the Panel of Judges unequivocally stated that the defendant had committed a breach of contract and is legally liable. This decision also emphasizes the importance of evidence in civil disputes, particularly written evidence and financial transaction documents that establish the legal relationship and the resulting losses (Marzuki, 2012).

In this case, the plaintiff made several non-litigation efforts before resorting to legal action, such as repeatedly issuing formal notices and offering mediation. However, as the defendant did not provide a constructive response, a peaceful resolution was not achieved. This demonstrates that, in practice, although mechanisms for dispute resolution such as deliberation or mediation were pursued, their effectiveness is highly dependent on the good faith of the parties involved.

The court's decision to partially grant the plaintiff's claim and declare that the defendant had committed a breach of contract serves as a concrete example that the civil law system in Indonesia provides certainty and legal protection to the harmed party. However, it is important to note that the amount of damages granted was not as high as the plaintiff had requested, primarily because not all claims could be legally substantiated.

This ruling also imparts an important lesson: every form of business cooperation must be accompanied by complete and well-organized legal documentation, including financial records and written communication. This will play a crucial role in the evidentiary process if a dispute arises in the future.

Conclusion

Based on the analysis of the decision in Case Number 979/Pdt.G/2022/PN.Jkt.Sel, it can be concluded that the defendant, CV. Aasmaa Tradexindo, has committed a breach of contract in the implementation of the cooperation and capital agreement with the plaintiff, Harsana. This breach is evidenced by the defendant's failure to fulfill the obligation to return the capital and share the profits, as stated in two legally valid agreements under civil law. The Panel of Judges ruled that the defendant is legally responsible for the material loss suffered by the plaintiff and imposed a judgment to compensate the loss in the amount of IDR 200,000,000.

To prevent the occurrence of similar breaches in the future, each party involved in a cooperation agreement should thoroughly understand the contents of the agreement and include clear clauses regarding rights, obligations, and dispute resolution. Furthermore, it is important to document all transactions and communications in writing to strengthen the legal position in case of a dispute, as well as to raise legal awareness among the public in conducting healthy and responsible business relationships.

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