



A Juridical Analysis of Breach of Contract in Technology-Based Distribution Project Agreements: A Study of Decision Number 821/Pdt.G/2023/PN JKT.SEL

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Abstract: This study aims to analyze whether the absence of Electronic System Provider Registration (TD PSE) and Digital Financial Innovation (IKD) registration at the time the agreement was concluded rendered the Distribution Project Agreement between PT Fairbanc Technologies Indonesia and CV Sinar null and void due to the failure to satisfy the requirement of a lawful cause, and to examine the legal consequences of Decision Number 821/Pdt.G/2023/PN JKT.SEL for the breach of contract claim and the possibility of refiling the lawsuit. This study employs a normative legal research method using statutory, conceptual, and case approaches. Legal materials were collected through library research and document study and were subsequently analyzed using a descriptive-analytical method. The findings indicate that, textually, the Distribution Project Agreement contains contractual elements relating to the parties, the object of cooperation, service fees, payment security funds, maturity dates, and penalties for late payment, and may therefore serve as a basis for assessing breach of contract if the agreement is deemed valid and binding. The panel of judges did not examine the alleged breach of contract on its merits because it first declared the agreement null and void due to issues concerning the administrative legality of TD PSE and IKD registration. The study concludes that a decision declaring the claim inadmissible does not eliminate the possibility of establishing a substantive breach of contract, but it requires a revised legal construction should PT Fairbanc Technologies Indonesia refile the lawsuit.

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1. Introduction

The development of technology-based business activities has transformed the pattern of contractual relationships among business actors (Nafi'a & Priyono, 2025).

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Business relationships are no longer limited to conventional sale and purchase, lease, or debt arrangements, but have expanded to include distribution cooperation involving electronic systems, data management, technology services, service fees, and payment guarantee schemes (Yudhantaka, 2025). Agreements in such business relationships continue to serve their fundamental function as the legal basis from which the parties' rights and obligations arise. Although the manner in which such agreements are performed may evolve in response to technological developments, their validity must still be assessed in accordance with the principles of contract law applicable under Indonesian civil law (Saparyanto, 2021).

Technology-based business relationships are also inseparable from the administrative obligations imposed on digital business actors. Government Regulation Number 71 of 2019 concerning the Operation of Electronic Systems and Transactions regulates the operation of electronic systems, while Regulation of the Minister of Communication and Informatics Number 5 of 2020 governs the registration of Private-Scope Electronic System Providers. In addition, Financial Services Authority Regulation Number 13/POJK.02/2018 regulates Digital Financial Innovation in the financial services sector. These regulatory frameworks demonstrate that technology-based business activities are not governed solely by contract law but also intersect with state administrative supervision of electronic system providers (Sahib, 2023).

The law of contracts under the Indonesian Civil Code remains the principal legal framework for determining the validity of contractual relationships. Article 1320 of the Indonesian Civil Code establishes four requirements for a valid agreement: consent of the parties, legal capacity to enter into an agreement, a specific subject matter, and a lawful cause. The requirements concerning consent and legal capacity relate to the subjects of the agreement, whereas those concerning a specific subject matter and a lawful cause relate to its object. Failure to satisfy the objective requirements may render an agreement null and void, meaning that it is deemed never to have established a valid legal relationship from the outset (Meilany, 2024).

A breach of contract can only be assessed where a valid and binding obligation exists between the parties. Article 1234 of the Indonesian Civil Code provides that contractual performance may consist of an obligation to give something, to perform an act, or to refrain from performing an act. Article 1238 regulates the circumstances under which a debtor is deemed to be in default, while Article 1243 governs compensation for costs, losses, and interest arising from the non-performance of an obligation. A breach of contract may occur where the debtor fails to perform the agreed obligation, performs it belatedly, performs it improperly, or engages in conduct prohibited under the agreement (Paendong & Taunaumang, 2022).

Breach of contract disputes in commercial cooperation generally arise when one party fails to perform the obligations agreed upon by the parties. Such risks may be reduced where the agreement clearly stipulates the parties' rights and obligations, the time for performance, payment mechanisms, the consequences of delay, and dispute resolution procedures (Kadafi, 2025). The clarity of contractual clauses becomes particularly important in technology-based agreements because such legal relationships frequently involve digital services, data management, service fees, and administrative obligations. The validity of technology-based contracts must therefore continue to be assessed within the framework of Indonesian positive law, including the relationship between the legal requirements for a valid agreement and the regulatory framework governing electronic transactions (Salsabila, 2023).

Decision Number 821/Pdt.G/2023/PN JKT.SEL provides a concrete illustration of this legal issue. The dispute arose from Distribution Project Agreement Number PKS-013/FTI/DISTRIBUTOR/III/2022 between PT Fairbanc Technologies Indonesia and CV Sinar. The agreement governed distribution cooperation, technology and management service fees, payment security funds, payment due dates, and penalties for late payment. PT Fairbanc Technologies Indonesia alleged that CV Sinar had failed to fulfill its obligations to pay the service fees and return the payment security funds. The panel of judges did not immediately examine the substance of the alleged breach of contract because it first assessed the validity of the agreement. The agreement was declared null and void because it had been concluded before the issuance of the Electronic System Provider Registration Certificate and before the issuance of the Registration Evidence Letter as a Digital Financial Innovation provider.

Previous studies have examined technology-based contracts, the obligations of Electronic System Providers, the objective requirements for contractual validity, breach of contract, and *niet ontvankelijke verklaard* decisions in different legal contexts and subject matters. Studies on electronic contracts generally treat technology as a medium for the formation and performance of agreements, while studies on Electronic System Providers tend to focus on registration obligations and regulatory implementation issues. Research concerning the objective requirements of agreements, breach of contract, and inadmissible claims has also developed separately.

Saparyanto, examined the validity and legal enforceability of electronic contracts in technology-based transactions using a normative legal research method. The study found that the legal regulation of the validity requirements and enforceability of electronic contracts continues to raise issues of legal certainty, including the use of standard-form contracts that may affect consumer protection.

Saparyanto's study focused on the validity of electronic contracts in general and did not examine the effect of non-compliance with digital administrative requirements on the lawful cause requirement or on contractual validity ([Saparyanto, 2021](#)).

Sahib, Idayanti, and Rahayu, examined the regulation of Electronic System Providers in Indonesia through library research using a normative juridical approach. Their study situated Electronic System Providers within the regulatory regime governing electronic systems and identified several implementation issues, including access blocking, privacy, and freedom of expression. The analysis focused on the regulatory and supervisory aspects of Electronic System Providers, whereas the relationship between the absence of Electronic System Provider registration and contractual validity under Article 1320 and Articles 1335–1337 of the Indonesian Civil Code was not examined ([Sahib et al, 2023](#)).

Meilany et al., examined violations of the objective requirements under Article 1320 of the Indonesian Civil Code in mystery box sale and purchase transactions using normative legal research. The study analyzed uncertainty concerning the contractual object and issues relating to lawful cause as components of the objective requirements for contractual validity, as well as their consequences for the validity of the transaction. The legal issue examined in that study concerned the object and substance of the transaction rather than the consequences of the absence of a business actor's administrative legality for the validity of an agreement already concluded ([Meilany et al., 2024](#)).

Putra and Fathoni, analyzed breach of contract in the implementation of the cooperation agreement for the construction of Vila Caravanserai Lombok based on Decision Number 83/Pdt.G/2021/PN.Mtr. Their normative legal study employed conceptual, statutory, and case approaches. The assessment of breach of contract was based on the obligations stipulated in the agreement and the parties' performance of those obligations. The study treated the agreement as the legal basis for assessing breach of contract. The present study, however, addresses a different issue because the validity of the agreement itself is first called into question due to the absence of Electronic System Provider (PSE) administrative legality and Digital Financial Innovation (IKD) registration at the time the contract was concluded ([Putra & Fathoni, 2024](#)).

Rizki and Ningsih, examined the use of a *niet ontvankelijke verklaard* decision after the court had entered into an examination of the substance of the case in Decision Number 16/Pdt.G/2020/PN.Met. Their normative legal research employed statutory and case approaches. The study identified a conceptual issue where the proceedings had already reached the evidentiary and substantive stages, yet the court ultimately rendered a decision declaring the claim inadmissible. Their analysis concerned the consistency of using a *niet ontvankelijke verklaard* decision in a

divorce case and did not address contractual validity, the administrative legality of PSE/IKD, or breach of contract claims (Rizki & Ningsih, 2026).

These five previous studies demonstrate that the validity of electronic contracts, PSE obligations, the objective requirements for contractual validity, breach of contract, and *niet ontvankelijke verklaard* decisions have each been examined in prior research, but largely as separate legal issues. A relatively underexplored area concerns the civil-law consequences of non-compliance with digital administrative requirements where the absence of PSE registration and IKD registration is used as a basis for determining whether the requirement of a lawful cause has been satisfied in an agreement. The novelty of this study lies in its construction of the relationship between administrative non-compliance with PSE/IKD requirements and the validity of the Distribution Project Agreement under Article 1320 in conjunction with Articles 1335–1337 of the Indonesian Civil Code. The study seeks to contribute to the development of parameters for distinguishing administrative violations that merely produce consequences within the regulatory supervisory regime from violations that may affect the civil validity of an agreement.

The legal issue examined in this study arises from the absence of PSE registration and IKD registration at the time the Distribution Project Agreement was concluded and from the use of that absence as a basis for declaring the agreement null and void for failure to satisfy the requirement of a lawful cause. This study also examines the legal consequences of the *niet ontvankelijke verklaard* decision for PT Fairbanc Technologies Indonesia's breach of contract claim and the possibility of refiling the lawsuit. The analysis is directed at determining whether administrative non-compliance with PSE and IKD requirements may affect the validity of the Distribution Project Agreement under Article 1320 in conjunction with Articles 1335–1337 of the Indonesian Civil Code, as well as the legal position of the breach of contract claim after the lawsuit was declared inadmissible. Accordingly, this study aims to analyze the relationship between the absence of PSE registration and IKD registration and the validity of the Distribution Project Agreement in light of the lawful cause requirement. It also aims to examine the legal consequences of the *niet ontvankelijke verklaard* decision for PT Fairbanc Technologies Indonesia's breach of contract claim and the possibility of refiling the lawsuit after taking into account the legal basis for contractual validity and the legal construction of the claim.

2. Methods

This article employs a normative legal research method, which examines legal norms, legal principles, legal doctrines, statutory regulations, and court decisions as the basis for addressing the legal issues under investigation (Benuf & Azhar, 2020). The subject matter of this study concerns the validity of the technology-based

Distribution Project Agreement between PT Fairbanc Technologies Indonesia and CV Sinar, as well as the legal consequences of Decision Number 821/Pdt.G/2023/PN JKT.SEL for the breach of contract claim. The primary legal materials consist of the Indonesian Civil Code, Government Regulation Number 71 of 2019 concerning the Operation of Electronic Systems and Transactions, Regulation of the Minister of Communication and Informatics Number 5 of 2020 concerning Private-Scope Electronic System Providers as amended by Regulation of the Minister of Communication and Informatics Number 10 of 2021, Financial Services Authority Regulation Number 13/POJK.02/2018 concerning Digital Financial Innovation in the Financial Services Sector, Decision Number 821/Pdt.G/2023/PN JKT.SEL, and Distribution Project Agreement Number PKS-013/FTI/DISTRIBUTOR/III/2022. The secondary legal materials comprise scholarly journal articles, legal textbooks, and other literature relating to contract law, breach of contract, lawful cause, electronic system operation, digital financial innovation, nullity, and inadmissible claims.

Legal materials were collected through library research and document study. The analysis applies statutory, conceptual, and case approaches. The statutory approach is used to examine the relationship between Articles 1320, 1335, and 1337 of the Indonesian Civil Code and the administrative provisions governing PSE and IKD that were applicable when the Distribution Project Agreement was concluded. The conceptual approach is employed to examine the concepts of contractual validity, lawful cause, breach of contract, nullity, and *niet ontvankelijke verklaard* decisions. The case approach is used to identify the relevant legal facts, legal issues, *ratio decidendi*, operative part of the judgment, and the consistency between the Court's legal reasoning and the dispositive ruling in Decision Number 821/Pdt.G/2023/PN JKT.SEL.

The legal materials were analyzed using grammatical and systematic interpretation. Grammatical interpretation was employed to ascertain the meaning of the legal norms based on the wording of Articles 1320, 1335, and 1337 of the Indonesian Civil Code, as well as the provisions governing PSE registration and IKD registration obligations. Systematic interpretation was used to examine the relationship between contract law provisions and digital administrative regulations within an interconnected legal framework. The results of these interpretations were subsequently analyzed prescriptively to assess whether non-compliance with PSE and IKD administrative obligations may affect the validity of the Distribution Project Agreement, and to evaluate the consistency between the legal grounds relied upon by the judges, the legal consequences drawn from those grounds, and the dispositive ruling rendered in the case.

3. Results

The findings indicate that Distribution Project Agreement Number PKS-013/FTI/DISTRIBUTOR/III/2022, concluded on 23 March 2022, governed the cooperative relationship between PT Fairbanc Technologies Indonesia and CV Sinar in technology-based product distribution activities. PT Fairbanc Technologies Indonesia acted as the party providing the technology and payment security funds, while CV Sinar was responsible for distributing products to merchants, collecting merchant data, conducting collection activities, and fulfilling the agreed payment obligations. The annex to the agreement stipulated a technology and management service fee of 3% per month of the total value of the payment security funds and a late-payment charge of 0.65% per week of the outstanding amount. PT Fairbanc Technologies Indonesia alleged that it had transferred payment security funds amounting to IDR 350,000,000.00 on 25 March 2022. Several invoices had been paid, whereas service-fee invoices for the period from October 2022 to June 2023, totaling IDR 98,070,000.00, were alleged to remain unpaid. Formal demands for performance were subsequently issued through demand letters dated 26 July 2023 and 4 August 2023.

An examination of Decision Number 821/Pdt.G/2023/PN JKT.SEL shows that the Distribution Project Agreement was concluded before the issuance of the Electronic System Provider Registration Certificate on 9 November 2022 and the Registration Evidence Letter as a Digital Financial Innovation provider on 28 August 2023. The panel of judges linked these circumstances to the lawful cause requirement under Article 1320 of the Indonesian Civil Code and declared the Distribution Project Agreement null and void. The corporate guarantee agreement and personal guarantee agreement, both of which depended on the principal agreement, were likewise held to be legally unsustainable. The Court did not proceed to a final determination as to whether CV Sinar had committed a breach of contract, including with respect to the outstanding service-fee claims, the obligation to return the payment security funds amounting to IDR 350,000,000.00, late-payment penalties, and the legal consequences of the demand letters previously issued.

4. Discussion

4.1 The Effect of the Absence of PSE Registration and IKD Registration on the Validity of the Distribution Project Agreement

The validity of the Distribution Project Agreement between PT Fairbanc Technologies Indonesia and CV Sinar must first be established before determining whether a breach of contract occurred. A breach of contract cannot be assessed independently of the underlying legal relationship, as it necessarily arises from a

valid and binding obligation between the parties. A party may only be deemed to be in default where a clearly defined obligation exists, arises from a legally enforceable relationship, and has either become due or been subject to a formal demand for performance (Putra & Fathoni, 2024). Technology-based agreements remain subject to the general principles of contract law, notwithstanding differences in their methods of performance, transactional media, and business models compared with conventional contractual relationships (Effendy & Hanifah, 2025). Electronic contracts, or contracts whose performance relies on technology, nevertheless constitute agreements where they reflect a meeting of the parties' intentions and give rise to civil-law rights and obligations (Wardani & Qurrotulaini, 2024).

The validity of the agreement must be assessed on the basis of Article 1320 of the Indonesian Civil Code, which establishes four requirements for a valid agreement: consent of the parties, legal capacity to enter into an agreement, a specific subject matter, and a lawful cause. The requirement of consent is evidenced by the written agreement signed by PT Fairbanc Technologies Indonesia and CV Sinar on 23 March 2022. In the present case, CV Sinar did not dispute the existence of the agreement itself; rather, its objections concerned the validity of the agreement's substance and the legal basis of the business activities conducted by PT Fairbanc Technologies Indonesia. This position indicates that the principal issue is not whether mutual consent existed, but whether the agreement had a lawful legal basis capable of giving rise to enforceable obligations.

Legal capacity was likewise not the principal issue in dispute. Both parties are business entities acting through representatives authorized to represent their respective interests. PT Fairbanc Technologies Indonesia acted through its director, whereas CV Sinar acted through a representative authorized to act on behalf of the limited partnership. In contractual relationships involving business entities, legal capacity concerns not only general legal competence but also the authority of the individual executing the agreement on behalf of the entity. The dispute in the present case centers primarily on the legality of the business activities and its implications for the lawful cause of the agreement, rather than on the authority of the persons who executed the contract.

The requirement of a specific subject matter can also be identified from the obligations stipulated in the Distribution Project Agreement. The findings demonstrate that the object of the cooperation, the parties' respective obligations, the payment mechanism, the period of performance, and the consequences of delayed performance were expressly defined in the agreement. This degree of specificity indicates that the principal issue concerning contractual validity does not arise from uncertainty regarding the contractual object or obligations. Rather, it concerns the requirement of a lawful cause, which the panel of judges subsequently linked to the administrative legality of PT Fairbanc Technologies Indonesia. Clarity

regarding the contractual object, obligations, and time for performance constitutes an important element in determining whether a breach of contract has occurred in a commercial cooperation agreement ([Kadafi, 2025](#)).

The requirement of a lawful cause constitutes the central issue in this case. CV Sinar argued that PT Fairbanc Technologies Indonesia carried out activities resembling banking or financing because it provided deposit funds or payment security funds. This argument must be examined carefully because the transfer of funds in business relationships between commercial actors is not necessarily equivalent to banking activity. Article 1 point 2 of Law Number 7 of 1992 concerning Banking, as amended by Law Number 10 of 1998, defines a bank as a business entity that collects funds from the public in the form of deposits and distributes those funds to the public in the form of credit or other forms. Accordingly, the payment security scheme under the distribution agreement must be assessed by considering the legal relationship as a whole, including the source of the funds, the purpose of the transfer, the recipient of the funds, and the function of those funds within the distribution arrangement.

Article 1335 of the Indonesian Civil Code provides that an agreement made without a cause, or on the basis of a false or unlawful cause, has no legal force. Article 1337 provides a more specific limitation by stipulating that a cause is unlawful where it is prohibited by law or contrary to morality or public order. The lawful cause requirement therefore cannot be assessed solely on the basis of the administrative status of one of the parties. The assessment must instead focus on the cause and substance of the legal relationship intended to be created by the agreement. Any finding of nullity must likewise be grounded in the nature of the violated norm and the legal consequences prescribed by the relevant regulation ([Istisofania et al., 2025](#)).

The relationship between administrative non-compliance and contractual validity may be assessed through four parameters. The first parameter is whether the relevant administrative norm applied to the parties' activities at the time the contract was concluded. The second is whether the norm prohibits the activity forming the basis of the agreement or merely imposes registration, recording, or supervisory obligations. The third concerns the legal consequences expressly prescribed for violations of that norm. The fourth is whether a direct relationship exists between the violation and an unlawful cause within the meaning of Articles 1335 and 1337 of the Indonesian Civil Code. Administrative non-compliance may affect contractual validity where the activity constituting the cause of the agreement is expressly prohibited by law or is contrary to morality or public order. By contrast, a violation of an administrative obligation that is subject only to administrative sanctions does not, in itself, establish the existence of an unlawful cause.

The application of these parameters to PSE registration must take into account Regulation of the Minister of Communication and Informatics Number 5 of 2020. This regulation requires Private-Scope Electronic System Providers to register. Article 7 provides that a Private-Scope Electronic System Provider that fails to register may be subject to an administrative sanction in the form of termination of access to its electronic system. The provision does not state that an agreement entered into by an unregistered Electronic System Provider automatically becomes null and void. The distinction between an administrative obligation and a prohibition concerning the substance of the underlying activity is therefore significant, because Article 1337 of the Indonesian Civil Code requires the existence of an unlawful cause rather than mere administrative non-compliance.

The same legal construction may be applied to IKD registration. Article 6 of Financial Services Authority Regulation Number 13/POJK.02/2018 requires providers conducting activities within the scope of Article 3 and meeting the criteria set out in Article 4 to submit an application for registration to the Financial Services Authority. Article 39 authorizes the Financial Services Authority to impose administrative sanctions in the form of written warnings, fines, revocation of approval, and/or cancellation of registration for violations of the regulation. These provisions do not stipulate that an agreement becomes null and void as a direct consequence of the failure to complete the required registration. Nevertheless, Financial Services Authority Regulation Number 13/POJK.02/2018 remains relevant to the assessment of the parties' legal relationship because it was in force when the Distribution Project Agreement was concluded on 23 March 2022.

Supreme Court Decision Number 601 K/Pdt/2015 may be used as a comparative reference in examining the relationship between statutory violations and unlawful cause. In that case, the Court upheld a decision linking the failure to use the Indonesian language in an agreement with Article 1335 in conjunction with Article 1337 of the Indonesian Civil Code. Subsequent legal developments, however, indicate that the relationship between a statutory violation and contractual nullity is not always interpreted automatically. The Civil Chamber formulation in Supreme Court Circular Letter Number 3 of 2023 states that an agreement between an Indonesian party and a foreign party that is not accompanied by an Indonesian-language translation cannot be annulled solely on that ground, unless bad faith can be established. Although the Circular Letter does not regulate PSE or IKD, this development may serve as a comparative reference demonstrating that contractual nullity should be assessed by considering the character of the violated norm, the regulatory purpose, and the relationship between the violation and the validity of the contract.

The reasoning in Decision Number 821/Pdt.G/2023/PN JKT.SEL should be examined on the basis of this legal construction. The fact that the PSE Registration

Certificate was issued only after the Distribution Project Agreement had been concluded, and that IKD registration was obtained at a later stage, does demonstrate an issue of administrative compliance. However, those chronological facts alone are insufficient to establish that the cause of the Distribution Project Agreement was unlawful. A finding that the agreement is null and void requires a clear explanation of the legal norm that specifically prohibits the activity constituting the purpose of the agreement, or a legal basis establishing a direct connection between the administrative violation and Articles 1335 and 1337 of the Indonesian Civil Code. Reasoning that relies solely on the timing of the issuance of administrative authorizations risks equating non-compliance with supervisory requirements with a prohibition concerning the cause of the agreement. A normative basis for transforming an administrative consequence into civil-law invalidity must therefore be demonstrated before an agreement can be declared null and void. Where a debtor remains in default after being duly placed in a state of non-performance, breach of contract may give rise to legal consequences in the form of specific performance, damages, or other remedies recognized by law ([Iwanti & Taun, 2022](#)).

The validity of the agreement is therefore determinative in assessing the alleged breach of contract in this case. Performance obligations, due dates, outstanding amounts, formal demands, and the consequences of delay can only serve as a basis for establishing breach of contract if the Distribution Project Agreement is legally valid and binding. The assessment would be different if the cause of the agreement were proven to be unlawful under Articles 1335 and 1337 of the Indonesian Civil Code. The principal legal issue in this case is therefore not merely the existence of unfulfilled obligations, but the correctness of the legal basis used to transform administrative non-compliance with PSE and IKD requirements into a ground for the civil-law nullity of the agreement.

4.2 Legal Consequences of an Inadmissible Decision for the Breach of Contract Claim and the Possibility of Refilling the Lawsuit

Decision Number 821/Pdt.G/2023/PN JKT.SEL placed PT Fairbanc Technologies Indonesia's claim in a procedural position in which the alleged breach of contract was not examined on its merits. The panel of judges did not conclude that CV Sinar had not committed a breach of contract; rather, it first assessed the contractual basis relied upon by PT Fairbanc Technologies Indonesia. The Distribution Project Agreement was declared null and void on the ground that it was considered not to satisfy the requirement of a lawful cause. As a consequence, the breach of contract claim lost the contractual basis upon which PT Fairbanc Technologies Indonesia sought payment of service fees, reimbursement of the payment security funds, and late-payment penalties. In civil proceedings, an inadmissible decision generally indicates the existence of a procedural impediment

that prevents the court from proceeding to an examination of the merits of the claim (Putra, Budiarta, & Ujianti, 2020).

The Court's reasoning was based on a comparison between the date on which the Distribution Project Agreement was concluded and the dates on which PT Fairbanc Technologies Indonesia obtained the relevant administrative authorizations. Distribution Project Agreement Number PKS-013/FTI/DISTRIBUTOR/III/2022 was concluded on 23 March 2022. The Electronic System Provider Registration Certificate was issued only on 9 November 2022, while the Registration Evidence Letter as a Digital Financial Innovation provider was dated 28 August 2023. The panel of judges subsequently connected these circumstances with Article 1320 of the Indonesian Civil Code, particularly the requirement of a lawful cause. This assessment led to the conclusion that the principal agreement was null and void because the relevant administrative legality had not yet been obtained when the agreement was concluded.

The nullity of the Distribution Project Agreement also affected the derivative agreements. The corporate guarantee agreement and the personal guarantee agreement were likewise declared void because their existence depended on the principal agreement. A guarantee agreement is, in principle, accessory in nature, and therefore cannot be separated from the principal obligation that it secures (Septiani, 2023). Where the principal agreement is deemed to lack legal force, the legal basis of the guarantor's obligation is correspondingly weakened (Septiaji, 2025). This demonstrates that the legal consequences of nullity extend beyond the contractual relationship between PT Fairbanc Technologies Indonesia and CV Sinar and may also affect other parties or legal instruments established to secure the performance of the underlying obligation.

A *niet ontvankelijke verklaard* decision is generally associated with the failure to satisfy formal requirements of a lawsuit. Such formal defects may include an unclear claim, incorrect identification of the parties, failure to include necessary parties, or other procedural deficiencies that prevent the court from proceeding to the substantive examination of the claim. *Obscuur libel* specifically refers to an unclear formulation of the lawsuit, including uncertainty in the factual or legal grounds, an ambiguous petitum, or inconsistency between the *posita* and the *petitum*. This characteristic distinguishes an inadmissible decision from a judgment dismissing the claim after the merits have been examined and the claimant's allegations have been found unfounded or unproven (Rizki & Ningsih, 2026).

The legal construction adopted in Decision Number 821/Pdt.G/2023/PN JKT.SEL presents a more complex issue. Before addressing the alleged breach of contract, the panel of judges assessed the validity of the Distribution Project Agreement by linking the absence of PSE registration and IKD registration to the

lawful cause requirement. This assessment resulted in the conclusion that the agreement was null and void. Determining whether the requirement of a lawful cause has been satisfied constitutes an assessment of the substantive validity of the contractual relationship, rather than merely an examination of the formal clarity or procedural sufficiency of the lawsuit.

The nullity of an agreement does not, by itself, render a lawsuit unclear. The qualification of *obscuur libel* must still be demonstrated through defects in the construction of the claim, such as an unclear relationship between the *posita* and the *petitum*, uncertainty regarding the legal basis of the claim, or an indeterminate form of relief sought. A conclusion that the claimant's contractual basis is invalid is materially different because it is reached only after the court assesses the legal norms governing contractual validity. Accordingly, a *niet ontvankelijke verklaard* ruling based on *obscuur libel* requires an independent procedural basis and cannot be derived solely from the conclusion that the underlying agreement is null and void.

The use of an inadmissibility ruling after the court has entered into an examination of the substance of the dispute may create an inconsistency between the procedural character of the ruling and the stage of judicial examination already undertaken (Rizki & Ningsih, 2026). A similar issue is relevant in interpreting Decision Number 821/Pdt.G/2023/PN JKT.SEL. If the nullity of the Distribution Project Agreement constituted the decisive basis of the judgment, the Court's reasoning had already addressed a substantive issue concerning the legal validity of the parties' relationship. Consistency between the reasoning and the dispositive ruling therefore requires the *obscuur libel* ground to be explained independently, rather than merely inferred from the conclusion that the agreement was invalid. This assessment does not mean that CV Sinar was automatically proven to have committed a breach of contract; rather, it highlights the need to distinguish between the substantive failure of the legal basis of a claim and a formal defect in the lawsuit.

Although the panel of judges assessed the validity of the Distribution Project Agreement, the substantive breach of contract claim was not examined to the stage of determining whether the alleged obligations had in fact been breached. The Court did not determine whether the technology and management service-fee invoices for the period from October 2022 to June 2023 remained outstanding, whether the payment security funds amounting to IDR 350,000,000.00 were required to be returned, or whether late-payment penalties could be imposed on CV Sinar. The demand letters dated 26 July 2023 and 4 August 2023 likewise did not result in a final judicial determination regarding whether CV Sinar had been placed in default. Consequently, the question of whether a breach of contract actually occurred has not yet been resolved by a substantive judgment, notwithstanding the Court's assessment of the validity of the contract underlying the claim.

The legal avenues available to PT Fairbanc Technologies Indonesia have therefore not been completely foreclosed, because an inadmissibility ruling does not resolve the merits of the dispute. Refiling the lawsuit remains possible provided that the new claim does not merely reproduce the previous legal construction. The new lawsuit should address and correct the deficiencies that caused the earlier claim to be declared inadmissible. PT Fairbanc Technologies Indonesia would need to clarify its legal standing, the relationship between PSE/IKD administrative legality and contractual validity, the legal basis of the breach of contract claim, and the calculation of the remaining obligations with greater precision. In principle, a claim declared inadmissible may be refiled where the defect that led to the inadmissibility ruling can be remedied ([Hamonangan & Arifin, 2025](#)).

A new claim may be structured in the alternative or in a hierarchical manner. The primary claim may continue to rely on breach of contract if PT Fairbanc Technologies Indonesia maintains that the Distribution Project Agreement is valid and binding. A subsidiary claim may seek restitution of the funds if the court again concludes that the agreement cannot serve as a valid basis for a breach of contract action. Such a restitutionary claim may be linked to Articles 1359 and 1360 of the Indonesian Civil Code concerning payments made without legal obligation or benefits received without a lawful basis for retention. Structuring the claims in the alternative may help prevent the lawsuit from losing its legal foundation if the breach of contract basis is again challenged.

A tort-based claim may also be considered, although it should be pleaded with caution. Article 1365 of the Indonesian Civil Code requires the existence of an unlawful act, fault, loss, and a causal relationship between the unlawful act and the resulting loss. This legal basis cannot simply be added as a supplementary claim without a clear explanation of each constituent element. PT Fairbanc Technologies Indonesia would need to identify the specific conduct alleged to be unlawful, the form of fault attributable to CV Sinar, the loss suffered, and the causal connection between the conduct and that loss. An unlawful act may serve as a basis for the protection of subjective rights where its constituent elements are properly established ([Kennedy, 2025](#)).

The legal consequence of the *niet ontvankelijke verklaard* ruling in this case is therefore that no final substantive determination has yet been made as to whether CV Sinar committed a breach of contract. Refiling the lawsuit remains possible if the deficiencies that caused the previous claim to be declared inadmissible are corrected. Any new action, however, must still address the more fundamental issue of the validity of the Distribution Project Agreement and the relationship between PSE/IKD administrative legality and the lawful cause requirement. This clarification will determine whether the claim can continue to be based on breach of contract or whether another legal basis is required in light of the parties' legal relationship and payment history.

5. Conclusion

The absence of PSE registration and IKD registration at the time the Distribution Project Agreement was concluded cannot automatically be equated with a failure to satisfy the lawful cause requirement. Any assessment of contractual nullity must consider the applicability of the relevant norms at the time the contract was concluded, the nature of the obligation violated, the legal consequences prescribed by the applicable regulations, and the relationship between the violation and an unlawful cause within the meaning of Articles 1335 and 1337 of the Indonesian Civil Code. The PSE and IKD provisions examined in this study place violations of registration or recording obligations within an administrative sanctions regime and do not expressly provide that an agreement becomes null and void as a direct consequence of such violations. Accordingly, a conclusion that the Distribution Project Agreement is null and void merely because the relevant administrative requirements had not yet been fulfilled requires a normative basis demonstrating either that the activity constituting the cause of the agreement was legally prohibited or that the violation itself carries the consequence of civil-law invalidity.

The *niet ontvankelijke verklaard* ruling in Decision Number 821/Pdt.G/2023/PN JKT.SEL means that PT Fairbanc Technologies Indonesia's breach of contract claim has not yet received a final substantive determination. A finding that an agreement is null and void constitutes an assessment of the substantive validity of the contractual relationship, whereas *obscuur libel* concerns a formal defect in the construction of the claim. Where a substantive conclusion concerning contractual nullity is used as a basis for rendering an inadmissibility ruling, the Court should separately identify the specific aspects of the claim considered unclear in order to maintain consistency between the legal reasoning and the dispositive ruling. PT Fairbanc Technologies Indonesia may still refile the lawsuit by correcting the construction of the claim, clarifying the legal basis for the validity of the agreement and the calculation of the outstanding obligations, and properly formulating alternative causes of action where a breach of contract claim cannot be maintained.

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