

## **ABSTRACT**

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### **“LEGAL ANALYSIS OF TORT IN THE CASE OF A DEBT WHICH IMPLEMENTED ON THE BASIS OF TRUST (CASE STUDY OF DISTRICT COURT’S DECISION NO. 544/PDT.G/2017/PN SGR) 29 HALAMAN”**

Usually when it comes to making an agreement of debt, the involved party uses writing typically used for evidence that the agreement exist in the first place, but there are cases where the party involved makes an agreement of debt based solely on trust. This is troublesome because if the agreement is done orally, then theres no paper to proof that the agreement is real, the party that borrows the item or money could abuse this because its going to be hard to proof that theres an agreement. This is what happened on the district court’s decision No.544/PDT.G/2017/PN SGR).Thus the writer researched in two questions about this problem. First, the writer wants to know about what is the power of proof in an agreement made orally in a lawsuit of tort in Court’s Decision Number 544 / Pdt.G / 2017 / PN Sgr. Second, the writer is also interested on how right and true to the law is the judgement of the judge of the court in its decision in this case. That’s why the writer decides to use a normative legal approach in the research of this problem. The results of said research is that first, there needs to be at least two or more witnesses or one witness and a written evidence that is connected to each other for the agreement to be proven real which in the case of the district court’s decision No.544/PDT.G/2017/PN SGR). Is exactly what happened, its also need to be known that its doable but not advisable to make a debt agreement based solely on trust, as long as the party involved comply with the all the element that is necessary to make an agreement then its allowed by the law, but theres risk involved in making an agreement based on trust, and that is a lack of evidence to backup a claim that theres an agreement in the first place. Second, in analyzing the judge’s ratio decidendi, it can be said that he did not follow the existing regulations, which can be said because based on the available evidence, the case itself is not a tort case, its more of a default case based on the evidence given and it is sufficient to add the regulations and theories that have not been followed by the judge as they should have, so for the next cases that are similar to this one, its best for the judge to be more careful in judgin whether a case is a tort case or a default case.

Keyword : Debt agreement, oral agreement, proof, tort, default