

## ABSTRACT

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### **“JURIDICAL REVIEW OF COMBINATION OF UNLAWFUL ACTS AND DEFAULTS DEEMEND NOT *OBSCUUR LIBEL* (CASE NUMBER 12/PDT.G/2017/PN. JBG)”**

Everyone is free to make an agreement with whoever they wants as long as it does not violate the provisions in article 1320 Indonesian Civil Code. In fact, not all of the agreements made can run accordingly. This resulted in a party being in Default or Breach of Contracts. However, it does not rule out that in default situation, there is also a condition of Unlawful Acts. As the authors discuss in this paper with case Number: 12 / Pdt.G / 2017 / PN.JBG, Misnun (P), a land owner, made an agreement to build a profit-sharing house with Hendi Setiawan (D) as manager of the land. Misnun (P) sued Hendi Setiawan (D) for committing Unlawful Acts against the agreement they made. The research method of this paper uses normative legal research and the type of approach the author uses is the case law approach. The results of the author's research are, the elements of Acts against the Law by Hendi Setiawan (D) have been fulfilled as a whole. And, if there is a mixture of Default and Unlawful Actions it is known as objective cumulation. The objective cumulation itself must meet the following requirements, namely: The lawsuit is closely related, there is a legal relationship between the parties and, posita and petitum are appropriate so that the cumulation can be accepted and not blurred (*Obscuur Libel*) also does not violate the correct procedural rules.

References: 76 (1969-2020)

Key Words: Default or Breach of Contract, Unlawful Acts, Objective Cumulation