ABSTRACT

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ANALYSIS ON JUDGES’ LAW CONSIDERATION ON CASE No.456/PDT.G/2011/PN.TNG and No.48/PDT/2012/PT.BTN FOR BREACH OF CONTRACT

(xiii+71 pages)

An agreement is an approval involving one or more persons to bond themselves toward another person or more. An agreement that has been accepted to be the law of both parties involved therein. In making an agreement, it should be aware of some of its terms and principles set out in the Civil Code. If one of the parties fails in carrying out its achievements, the omission may be punishable as an act of breaking an oath or breaching contract; where one of them does not carry the agreed responsibility or achievements. In the case No.456/PDT.G/2011/PN.TNG and No.48/PDT/2012/PT.BTN, describes an act sample that can be classified as a breaching contract act. A breaching contract act set out in Civil Code Book 3, including the contract’s compensation. Toward this case, the judge, in his consideration, stated that the validity of an agreement agreed for and the emerging of breaching contract by the Defendants. In its decision, District Court judge rejected the lawsuit which filed by the plaintiffs. The High Court judges, however, had a difference view toward the decision: sentenced the Defendants ought to pay the debt jointly. Based on these two decisions, it is necessarily to check how far the rules embedded in the Civil Code has been used as reference by judges in determining the consideration and making a decision. Hence, the judge can eventually sentence the right decision and in accordance with the facts and rules written in the Civil Code.

Reference : 1995-2012