

The Normative Analysis of the Application of Legal Standing and Burden of Proof in Contractual Breach (Study of Supreme Court Decision Number 573 K/Pdt/2026)

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ABSTRACT

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This study analyzes the application of legal standing and burden of proof in breach of contract cases based on Supreme Court Decision Number 573 K/Pdt/2026. The central issue in this case concerns the *Plurium Litis Consortium* exception, which was upheld by the Makassar High Court on the grounds that the lawsuit was filed against an insufficient number of parties. This research employs a normative juridical method using a case-based approach and applicable legislation. The findings reveal that the Supreme Court affirmed that the legal standing of parties in contractual disputes must be grounded in their direct contractual relationship. Third parties who are not signatories to the agreement and do not possess the disputed object are not required to be included as parties in the lawsuit. Furthermore, the burden of proof in breach of contract cases must be directed toward establishing the existence of a contract, the performance of obligations, the defendant's negligence, and the resulting legal consequences. This decision reinforces the principle of privity of contract, the *pacta sunt servanda* principle, and proportional evidentiary standards in contractual disputes. Accordingly, Supreme Court Decision Number 573 K/Pdt/2026 provides important affirmation of legal certainty and protection for parties harmed by contractual violations.

ABSTRAK

Kata Kunci :	<i>Penelitian ini menganalisis penerapan kedudukan hukum (legal standing) dan beban pembuktian dalam perkara wanprestasi berdasarkan Putusan Mahkamah Agung Nomor 573 K/Pdt/2026. Permasalahan utama dalam perkara ini berkaitan dengan eksepsi Plurium Litis Consortium yang dikabulkan oleh Pengadilan Tinggi Makassar dengan alasan bahwa gugatan diajukan terhadap jumlah pihak yang tidak lengkap. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan kasus dan pendekatan peraturan perundang-undangan. Hasil penelitian menunjukkan bahwa Mahkamah Agung menegaskan bahwa kedudukan hukum para pihak dalam sengketa kontraktual harus didasarkan pada hubungan hukum kontraktual secara langsung. Pihak ketiga yang bukan merupakan penandatanganan perjanjian dan tidak menguasai objek sengketa tidak wajib dilibatkan sebagai pihak dalam gugatan. Lebih lanjut, beban pembuktian dalam perkara wanprestasi harus diarahkan pada pembuktian mengenai adanya perjanjian, pelaksanaan kewajiban, kelalaian atau cidera janji pihak tergugat, serta akibat hukum yang ditimbulkannya. Putusan ini memperkuat prinsip privity of contract, asas pacta sunt servanda, serta standar pembuktian yang proporsional dalam sengketa kontraktual. Dengan demikian, Putusan Mahkamah Agung Nomor 573 K/Pdt/2026 memberikan penegasan penting mengenai kepastian hukum dan perlindungan hukum bagi para pihak yang dirugikan akibat pelanggaran kewajiban kontraktual.</i>
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1. INTRODUCTION

In civil law, legal relationships arising from an obligation give rise to rights and duties for the parties involved. These rights and duties are commonly referred to as performance, namely something that one party is obligated to fulfill or may demand from another (Sinaga, 2019). In principle, every obligation requires the fulfillment of a duty whether to give something, to perform an act, or to refrain from a specific act as regulated under the Civil Code (Lie et al., 2023).

Contracts serve as vital instruments that provide legal certainty for parties who mutually bind themselves and undertake their respective obligations (Kawiswara et al., 2026). However, in practice, non-compliance with agreed-upon terms commonly known as breach of contract frequently gives rise to complex legal disputes. In the context of resolving contractual breach disputes in court, two fundamental aspects that often become points of contention and challenge are: the determination of legal standing of parties entitled to bring a lawsuit, and the burden of proof (burden of proof) for the claims submitted. Lower courts often become entangled in legal formalism, such as accepting the *plurium litis consortium* exception (insufficient parties) without substantive analysis of the actual contractual relationships. This approach risks obscuring the

core of the contractual breach dispute and may harm parties who are legitimately entitled to legal protection, while generating uncertainty in contract law enforcement. On the other hand, expanding the scope of evidence to matters not relevant to the contractual relationship can complicate judicial proceedings and distort the essence of the dispute (Puspitasari et al., 2019).

In response to this complexity, Supreme Court Decision Number 573 K/Pdt/2026 has emerged as a significant precedent that sheds important light on the issues of legal standing and burden of proof in contractual breach disputes. This decision expressly corrected the legal error made by the appellate court in accepting the *plurium litis consortium* exception, and substantially clarified the scope of legal standing based on the privity of contract principle as well as the mechanism for proportional distribution of the burden of proof. This ruling is crucial for reinforcing the principle of privity of contract (Article 1340 of the Civil Code) and ensuring the effectiveness of legal protection for aggrieved parties.

Supreme Court Decision Number 573 K/Pdt/2026 has emerged not only as a solution to the various problems of interpretation and application regarding who is truly entitled and has a legal interest in a breach of contract dispute, but also as a substantive reinforcement of the legal foundations of contracts and the principle of certainty in contract enforcement in Indonesia. This decision explicitly highlights how fundamental principles of civil law such as the principle of privity of contract must be applied consistently and carefully in order to maintain the integrity of the judicial system, prevent abuse of legal process, and ultimately provide fair and effective legal protection for parties bound by a contractual agreement. Therefore, an in-depth analysis of this landmark decision is highly relevant and important for understanding the direction of contract law development in Indonesia, while also providing practical guidance for legal practitioners and academics in addressing issues of legal standing in contractual disputes.

The facts of the case began when the Defendant filed a *plurium litis consortium* exception arguing that the Plaintiffs' lawsuit was insufficient in parties because it did not include PT Sam Bangun Persada as a party that should have been named as a defendant or co-defendant. This exception, which is often employed as a strategy in civil disputes, was upheld by the Makassar High Court at the appellate level, resulting in a decision that the Plaintiffs' lawsuit was inadmissible (*niet ontvankelijke verklaard*). The decision of the High Court created a dilemmatic legal situation for the Plaintiffs, as though their defenses and rights

were not substantively considered due to a procedural formality still subject to debate. However, the Supreme Court, with its wisdom and thorough legal analysis, held that the Makassar High Court had committed a fatal error in applying the law regarding legal standing and the *plurium litis consortium* principle. This differing view from the Supreme Court became an important turning point in the handling of the case, ultimately correcting the erroneous legal interpretation and refocusing attention on the substantive contractual relationship at the root of the dispute.

2. RESEARCH METHOD

The methodological approach employed in this journal article is normative juridical research (normative legal research method). Normative juridical research is library-based legal research conducted by examining library materials or secondary data only (Abdulkadir, 2014). Using a deductive reasoning method (a mode of reasoning in which conclusions are drawn from something general that has already been proven true and applied to something specific), the research was conducted by testing normative implementation at the practical level, adopting a case-based approach manifested through analysis of a number of court decisions—particularly Supreme Court jurisprudence containing legal considerations regarding breach of contract and legal protection for aggrieved parties (Sunggono, 2003).

3. RESULTS AND DISCUSSION

3.1. Application of Legal Standing in Contractual Breach Based on Supreme Court Decision Number 573 K/Pdt/2026

In Supreme Court Decision Number 573 K/Pdt/2026, the application of legal standing in contractual breach is made explicitly clear through the rejection of the insufficient-parties exception filed by the Defendant. The Supreme Court categorically stated that only parties directly bound by a contract possess legal standing to bring a lawsuit concerning breach of that contract. This decision highlights the importance of the privity of contract principle in determining who has the right and legal interest in a contractual dispute. Initially, the Defendant in this case filed a *plurium litis consortium* exception arguing that there was another party, namely PT Sam Bangun Persada, who should have been named as a defendant or co-party in the lawsuit (Hertanto & Djajaputra, 2024). This exception was accepted by the Makassar High Court, which subsequently

declared the Plaintiffs' lawsuit inadmissible (*niet ontvankelijke verklaard*). However, the Supreme Court held that the Makassar High Court had misapplied the law. The Supreme Court explained that the subject matter of the lawsuit was the Agreement dated 27 September 2018, made exclusively between the Plaintiffs and the Defendant. In that agreement, no other parties besides the Plaintiffs and the Defendant were involved. Since PT Sam Bangun Persada was not a party to the agreement and was factually not in possession of the disputed object, there was no necessity to bring PT Sam Bangun Persada into the lawsuit as a party.

In every legal dispute, the involved parties refer to the concept of "legal standing" an absolute prerequisite that determines which parties have a legitimate right and interest to bring a lawsuit or become a party to a case before the court. Without clear legal standing, a lawsuit will ultimately be declared inadmissible (Ernawati et al., 2025). The Supreme Court of the Republic of Indonesia has provided a crucial affirmation regarding the application of legal standing in the context of contractual breach disputes, more commonly known as wanprestasi. Supreme Court Decision Number 573 K/Pdt/2026 serves as a resolution to this complexity, particularly in connection with the principle of privity of contract.

The dispute arose when the Plaintiffs filed a breach of contract lawsuit against the Defendant, based on an Agreement dated 27 September 2018. However, in the course of the case, the Defendant filed a common procedural exception: the insufficient-parties exception, or *plurium litis consortium*. The Defendant's argument was that another party namely PT Sam Bangun Persada should have been included as a defendant or co-party in the lawsuit. The Makassar High Court, at the appellate level, upheld this exception and consequently declared the Plaintiffs' lawsuit inadmissible (*niet ontvankelijke verklaard*). This created a new problem for the Plaintiffs, as though their defenses were completely disregarded.

However, the Supreme Court viewed the case differently. Through its analysis, the Supreme Court found that the Makassar High Court had erred in applying the law. The Court explained that the core of the dispute was the Agreement dated 27 September 2018 an agreement made exclusively between the Plaintiffs and the Defendant. In that agreement, no party other than those two was involved.

This is where the fundamental principle of contract law the principle of privity of contract finds its strongest affirmation. This principle, embodied in

Article 1340 of the Civil Code, clearly states that "Contracts apply only to the parties who make them." This means that rights and obligations arising from a contract are binding only upon those who were directly involved in its formation. Third parties who were not involved cannot be compelled to perform obligations, nor can they claim rights under the contract. Since PT Sam Bangun Persada was not a party to the contract, and was factually not in possession of the disputed object, the Supreme Court found no necessity whatsoever to include PT Sam Bangun Persada as a party to the lawsuit. The presence of a third party not directly bound by the contract, the Court firmly stated, does not by itself extinguish the legal standing of the aggrieved party, as long as that third party has no direct legal interest and is not relevant to proving the breach of contract.

This decision also implicitly reinforces the principle of consensualism and the binding force of contracts, or *pacta sunt servanda*, as governed by Article 1338 paragraph (1) of the Civil Code. This principle affirms that "a valid agreement is binding upon the parties as if it were law." The Plaintiffs' legal standing arises from the violation of their rights and the Defendant's failure to fulfill obligations, all of which stem from the agreement that binds them.

In addition, legal standing is closely linked to the requirements for a valid contract as stipulated in Article 1320 of the Civil Code: "for a valid agreement to exist, four conditions must be met: mutual consent of the parties binding themselves, capacity to enter into an obligation, a specific subject matter, and a lawful cause." The fulfillment of these conditions affirms the existence of a valid contract, which then gives rise to rights and obligations for the directly bound parties, providing the legal basis for them to sue if a breach occurs. Breach of contract itself, defined as the failure to perform obligations as agreed upon in the contract, is the primary trigger for the aggrieved party's legal standing to demand their rights.

From a civil procedural law perspective, the Supreme Court's rejection of the insufficient-parties exception is highly significant. This exception asserting that the lawsuit is incomplete because not all required parties were included as defendants or plaintiffs can only be upheld if the excluded party has an essential and direct legal relationship with the subject matter of the dispute. In this case, the Defendant failed to prove the direct legal interest of PT Sam Bangun Persada in the principal contract. Every party bringing a lawsuit must possess a direct, personal, and concrete legal interest (*rechtelijk belang*), not merely a presumed one.

Although not explicitly mentioned in the legal analysis, the Notary Law (Law Number 2 of 2014 on Amendments to Law Number 30 of 2004 on Notary Positions) specifically Article 1 point 1 and Article 1868 of the Civil Code regarding the evidentiary strength of authentic deeds stipulates that if the agreement was made in the form of a notarial deed, this would further strengthen the identification of who the bound parties are. A notarial deed carries perfect and binding evidentiary power, so that the names of parties listed therein are legally the parties bound, which indirectly supports the affirmation of legal standing based on direct contractual engagement.

Supreme Court Decision Number 573 K/Pdt/2026 is an important precedent that enriches our understanding of legal standing in breach of contract disputes in Indonesia. Its legal narrative is clear: only parties directly bound by a contract have legal standing to bring a lawsuit for breach of that contract. The Supreme Court's rejection of the insufficient-parties exception in this case underscores that the existence of a third party lacking direct contractual ties and relevant legal interest cannot be used as grounds to extinguish the plaintiff's legal standing. Legal standing in a breach of contract case is the prerogative of the party who is directly the subject and object of the rights and obligations under the breached contract a principle essential to maintaining certainty and justice in the enforcement of contract law.

3.2. Application of the Burden of Proof in Contractual Breach Based on Supreme Court Decision Number 573 K/Pdt/2026

The primary subject of proof in Supreme Court Decision Number 573 K/Pdt/2026 is not merely land ownership, but rather the existence of a contractual relationship between the Plaintiffs and the Defendant, the performance of obligations by the Plaintiffs, and the failure by the Defendant to fulfill the agreed performance. In their lawsuit, the Plaintiffs requested that the Defendant be declared to have committed breach of contract, that the Agreement dated 27 September 2018 be declared null and void, that the deeds of transfer and relinquishment of rights be declared without binding legal force, and that the certificates of title be returned to the Plaintiffs. Accordingly, the construction of the lawsuit indicates that the legal relationship between the parties arises from a contract, and therefore the relevant evidentiary focus should be directed toward the existence of the obligation, the performance thereof, and the breach of that performance (Harahap, 2006). This aligns with the doctrine of contract law,

which holds that breach of contract occurs when a debtor fails to fulfill performance, performs belatedly, performs inadequately, or performs something that the contract prohibits (Subekti, 1979).

According to the authors, the core of the problem in this case lies in the differing approaches taken by the judges in determining the object of proof (Subekti, 1979). The District Court emphasized proof of a valid contract, the Plaintiff's performance, and the Defendant's failure to fulfill their obligations (Mertokusumo, 2021). This approach is consistent with Article 1865 of the Civil Code, which places the burden of proof on the party asserting a right. Once the Plaintiff successfully proves their principal claims, the Defendant bears the obligation to prove that they have performed or have justifiable grounds. The High Court, however, expanded the object of proof by including PT Sam Bangun Persada as a party considered to have an interest in the case, shifting the evidentiary focus from the substance of the breach to the procedural issue of the completeness of parties in the lawsuit. The authors find this approach misguided, as PT Sam Bangun Persada was contractually not bound by the Agreement dated 27 September 2018. Expanding the object of proof to include a party without a direct contractual relationship results in evidentiary ambiguity and departure from the core of the dispute.

From a civil procedural law perspective, this situation reflects differing applications of the concept of *bewijsverdeling* (distribution of the burden of proof). According to M. Yahya Harahap, the distribution of the burden of proof must be conducted based on the legal relationship in dispute and the claims submitted by each party (Subekti, 1979). Viewed from the aspect of the burden of proof, the decision reflects the application of a sequential evidentiary process (Harahap, 2006). First, the Plaintiffs must prove the existence of the contract as the source of the obligation (Harahap, 2006). Second, the Plaintiffs must prove that they performed their contractual obligations, namely by handing over the certificates of title to the Defendant. Third, the Plaintiffs must prove that the Defendant failed to fulfill their obligations as agreed upon (Harahap, 2006). Fourth, the Plaintiffs must prove the legal consequences warranting the remedies sought—namely, the cancellation or termination of the contract and the return of the certificates (Setiawan, 1987). Thus, proof in a breach of contract case does not stand alone but forms a logical sequence linking the legal relationship, performance, breach of performance, and legal consequences. According to the

authors, the Supreme Court's approach is more consistent with the principles of civil evidentiary law because (Abdulkadir, 2014):

- a. The object of proof is limited to the legal relationship in dispute;
- b. The burden of proof is placed only on parties directly related to the contract;
- c. The court separates the aspects of legal standing and the substance of the breach in a more proportionate manner.

This approach also aligns with Subekti's view that a contract is the primary source of obligations, and that a contract binds the parties who made it as though it were law (Abdulkadir, 2014). The application of the burden of proof in this case also demonstrates the importance of documentary evidence in contractual disputes. In civil procedural law, documentary evidence holds significant weight as it can establish the legal relationship, the content of each party's obligations, and the time limit for performance (Subekti, 1979). The written Agreement dated 27 September 2018 and the certificates of title constitute the primary evidence for establishing the legal relationship between the Plaintiffs and the Defendant. This documentary evidence is further supported by the fact that the Defendant failed to complete construction within the agreed 24-month period, i.e., by 27 September 2020.

These considerations of the Supreme Court demonstrate that the cassation judges placed greater emphasis on the substance of the contractual relationship rather than on formal objections regarding ambiguities in the lawsuit. As long as the principal claims the existence of the contract, the Plaintiff's performance, and the Defendant's negligence can be proven, the breach of contract claim may be assessed on its merits. This stance aligns with the view that evidentiary proceedings in civil cases aim to provide the judge with a rational basis for assessing the truth of the parties' claims based on valid evidence, rather than adjudicating cases in a purely formalistic manner (Wulan et al., 2009).

From the perspective of contract law theory, the resolution of disputes arising from the non-fulfillment of contractual obligations should be placed within the regime of breach of contract, not unlawful acts. This is because breach of contract and unlawful acts have different evidentiary elements. Breach of contract focuses on the existence of a contract, contractual obligations, and the violation of performance. Unlawful acts, on the other hand, require proof of a wrongful act, fault, damage, and a causal relationship between the act and the

harm (Ali & Heryani, 2012). Accordingly, basing a lawsuit on unlawful acts in a dispute that fundamentally arises from a contractual relationship may increase the burden of proof and potentially create ambiguity in the lawsuit.

This decision also reveals that the burden of proof in breach of contract cases may shift factually. Initially, the Plaintiffs bore the obligation to prove the existence of the contract and their own performance. However, once the Plaintiffs were able to demonstrate that they had delivered the certificates and that the Defendant had failed to complete construction within the agreed timeframe, the Defendant was then required to prove any justifying or excusing circumstances for their non-performance. If the Defendant fails to prove force majeure, exemption from liability, or other valid legal grounds as referred to in Articles 1244 and 1245 of the Civil Code, then the failure to perform may be classified as a breach of contract. Furthermore, the Supreme Court also applied the principle that once the creditor proves the existence of a contract and a breach of performance, the debtor must prove any grounds releasing them from liability. In this case, the Defendant failed to prove that construction had been completed as agreed or that a force majeure condition existed (Kawiswara et al., 2026).

Thus, Supreme Court Decision Number 573 K/Pdt/2026 demonstrates that the application of the burden of proof in contractual breach is carried out by sequentially assessing the existence of a legal relationship, the performance of obligations by the plaintiff, the defendant's negligence, and the legal consequences thereof. The Supreme Court did not merely examine the formal existence of the contract but also assessed the conduct of the parties in performing it. Accordingly, this decision is significant as an example that in breach of contract cases, the success of a lawsuit depends greatly on the plaintiff's ability to prove the chain of legal relationship between the contract, performance, breach of performance, and legal consequences. This approach aligns with the purpose of civil evidentiary proceedings: to ensure legal certainty, protection of rights, and justice for parties harmed by contractual violations (Subekti, 1979).

3.3. Legal Basis of the Judges' Considerations in Supreme Court Decision Number 573 K/Pdt/2026

The improvement of social conditions and infrastructure in society or a state can be supported through development mechanisms. Development is defined as a continuous process of improvement within society aimed at achieving a prosperous and better life (Syalwa et al., 2025). The infrastructural dimension of

development is one sector that plays an important role in economic growth and in meeting the housing needs of the community. In the dynamics of land and notarial law practice in Indonesia, it is common to encounter housing development cooperation schemes initiated by private agreements authenticated (legalized) by a Notary. Legal problems arise when one party fails to fulfill their obligations (breach of contract), while transfer documents such as a Deed of Transfer of Rights have already been signed as part of the implementation of the agreement. Supreme Court Decision Number 573 K/Pdt/2026 provides an important ruling on legal protection for landowners and the standing of notarial deeds arising from an agreement declared null and void.

Based on Supreme Court Decision Number 573 K/Pdt/2026, the following sets out how the Supreme Court Panel of Judges formulated the legal basis for their considerations:

a. Considerations Regarding the *Plurium Litis Consortium* Exception

The Makassar High Court upheld the Defendant's *plurium litis consortium* exception, meaning the lawsuit was deemed insufficient in parties because PT Sam Bangun Persada was not included. The Supreme Court Panel of Judges in its decision categorically stated that the Makassar High Court had misapplied the law. The Supreme Court's reasoning was based on the fact that PT Sam Bangun Persada was not a party to the Agreement dated 27 September 2018 forming the subject matter of the dispute, and was also not the party in possession of the disputed object. Therefore, the Supreme Court held there was no necessity to bring PT Sam Bangun Persada in as a party to the lawsuit. The *plurium litis consortium* exception is relevant only when a party is legally required to be included in the proceedings because they have a direct interest in or are legally bound to the disputed object or legal relationship. In a breach of contract case, the bound parties are those who signed the agreement. Accordingly, the Supreme Court refocused the case on the contractual legal relationship between the Plaintiffs and the Defendant, affirming that the legal subjects involved in the agreement are the parties responsible for the fulfillment or breach thereof. This ruling also corrected the High Court's fatal error in declaring the lawsuit inadmissible solely on formal grounds that were not substantive to the core of the dispute.

b. Considerations Regarding Proof of Breach of Contract

The Supreme Court Panel of Judges convincingly declared that the Defendant had committed a breach of contract. This consideration was based on legally established facts, namely: the existence of the Agreement dated 27 September 2018 between the Plaintiffs and the Defendant, authenticated by a Notary; the Plaintiffs had fulfilled their obligations by surrendering eight certificates of title to the Defendant; as the debtor, the Defendant failed to fulfill their obligation to complete construction of housing on the land within 24 months (by 27 September 2020); and the Defendant had even halted construction since early 2019 and declared they would not continue. The breach of contract in this consideration was based on civil law provisions, particularly Articles 1238 and 1243 of the Civil Code. Article 1238 states that a debtor is in default if they fail to fulfill their obligations within the stipulated time or after being given notice. This provision may be interpreted to mean that a debtor is declared in default upon failing to perform their obligations after receiving an official warning. However, this principle has an exception—namely, where default occurs automatically (*van rechtswege*), such as in conditions where the deadline for performance has been explicitly and definitively specified (Kartono & Nurcholis, 2016). In this case, the 24-month period had elapsed and the Defendant explicitly declared they would not continue construction constituting a clear form of default. This proof of breach of contract became the primary basis for the Supreme Court to annul the agreement and the derivative deeds. Breach of contract constitutes a violation of the contract that occurs when one party to an agreement fails to fulfill their obligations (Kosim, 2024). If one party fails to fulfill their obligations under an agreement, consequences may include: cancellation of the contract, a demand for continued performance, or even liability for damages suffered by the other party. It is therefore essential for parties to thoroughly understand the substance of a contract before signing it and to ensure that the agreement provides clear legal guarantees and certainty.

c. Considerations Regarding Annulment of the Agreement and Notarial Deed

As a consequence of the Defendant's breach of contract, the Supreme Court Panel of Judges declared the Agreement dated 27 September 2018 null and void. Furthermore, the Deed of Transfer and Relinquishment of Rights executed by Notary Herna Yanti Hasibuan, S.H., M.Kn., in January 2022 was

also declared without binding legal force, as it was part of the implementation of the annulled agreement. Although a notarial deed carries perfect evidentiary power (*volledige bewijskracht*) and constitutes an authentic deed, its existence and validity are heavily dependent on the validity of the underlying legal act. In this context, the Agreement dated 27 September 2018, although authenticated by a notary, became null and void due to the breach. Each type of breach carries different legal consequences, including the provision of compensation, annulment of the contract, and legal execution against the debtor's assets ([Admin BFI, 2023](#)). A thorough understanding of the meaning, forms, and juridical consequences of breach of contract is critically important, not only for legal practitioners but also for members of the public engaged in civil legal relationships ([Harahap, 2012](#)). With the annulment of the principal agreement, the deeds executed in furtherance of it the Transfer and Relinquishment of Rights Deeds legally also lost their basis and binding force. This demonstrates that the authentic force of a notarial deed does not automatically guarantee the validity of the underlying legal act if there is a defect or breach in the foundational agreement. Notaries bear the responsibility to ensure that the parties understand the legal consequences of the agreement; however, in breach of contract cases, the notary cannot be held responsible for the actions of one of the parties. Nevertheless, the legal products they produce may be affected by the annulment of the principal agreement.

d. Considerations Regarding the Liability and Obligations of the Co-Defendant

The Supreme Court Panel of Judges ordered the Defendant and Co-Defendant to promptly and voluntarily surrender the eight certificates of title to the Plaintiffs. This order reflects that the Notary although not the party committing the breach bears an obligation to comply with a court decision that has obtained permanent legal force, particularly in the context of restoring rights that were previously in their custody or related to the deeds they executed. The order directed at the Co-Defendant to return the certificates is a consequence of the annulment of the agreement and related deeds. This is consistent with the duties of a notary as a public official authorized to execute authentic deeds and obligated to act honestly, diligently, independently, impartially, and in safeguarding the interests of

the parties related to the legal act (Article 16, Law Number 2 of 2014 on Amendments to Law Number 30 of 2004 on Notary Positions). Although the notary is not responsible for the Defendant's breach of contract, the notary bears a professional responsibility to ensure that the documents in their custody or the deeds they executed are not misused or used to perpetuate a legally invalid situation. Accordingly, the order to return the certificates to the notary constitutes an affirmation of the notary's role in upholding legal certainty and justice even if it means nullifying or restoring to their original state the legal acts previously facilitated.

In conclusion, Supreme Court Decision Number 573 K/Pdt/2026 represents an example of careful legal application in resolving a breach of contract dispute involving a notarial deed. The basis of the Supreme Court judges' considerations reflects consistency in the enforcement of civil law, by rejecting unfounded formal exceptions and clearly establishing the existence of a breach of contract. The most significant implication of this decision for notarial law is the affirmation that an authentic deed despite its perfect evidentiary power cannot stand independently if the underlying legal act is defective or annulled due to a breach of contract. The notary, as a public official, is obligated to comply with court decisions and to facilitate the restoration of parties' rights, even if not directly responsible for the breach committed by one of the parties. The application of the *Pacta Sunt Servanda* principle, the principle of privity of contract, and the accessory principle in this conclusion not only provides justice for the landowners who suffered harm but also reinforces the boundaries of liability in contractual relationships. For the academic and notarial practice communities, this decision affirms that the binding force of an authentic deed depends heavily on the continued validity and fulfillment of performance under its principal agreement. In doing so, it provides a foundation for a comprehensive understanding of the effectiveness of legal protection for aggrieved parties, and identifies the capacity of the civil law system to respond to the dynamics and complexities of challenges arising in the contemporary social context ([Marpaung et al., 2022](#)).

4. CONCLUSION

Supreme Court Decision Number 573 K/Pdt/2026 affirms that legal standing in a breach of contract dispute is confined to parties directly bound by the contractual relationship. Consequently, third parties who are neither parties

to the agreement nor possessors of the disputed object are not required to be joined in the proceedings, rendering the *Plurium Litis Consortium* exception unfounded. Within this framework, the burden of proof should focus on establishing the existence of a valid contractual relationship, the plaintiff's performance of contractual obligations, the defendant's failure or negligence in fulfilling those obligations, and the resulting legal consequences. The Supreme Court further clarified that deeds or legal instruments arising from the implementation of an agreement may lose their binding force when the underlying principal agreement is invalidated as a consequence of contractual breach. Accordingly, the decision reinforces legal certainty, upholds the principle of privity of contract, and strengthens legal protection for parties who suffer losses as a result of contractual non-performance.

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