

Analysis of Fraud in Civil on Agreements Resulting in Default

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ABSTRACT

This study aims to analyze in-depth the fraud based on Article 1328 of the Civil Code on the agreement that can result in default, as well as to examine the legal consequences of the agreement containing elements of fraud based on Article 1328 of the Civil Code, fraud can be canceled or null and void. The research method used in this research is normative research on the rule of law contained in Article 1328 of the Civil Code. The data used in this study is secondary data. The secondary data used in this study consists of primary legal materials that are authoritative which means they have authority, secondary legal materials, and tertiary legal materials. The results of this study indicate that fraud based on Article 1328 of the Civil Code in the Agreement does not result in Default. Because default and fraud in civil law have different elements. Default is regulated in Article 1243 of the Civil Code, while fraud in civil law is regulated in 1328 of the Civil Code. The consequences of an agreement containing an element of fraud can be canceled or null and void by law. The condition for canceling the agreement is that the agreement to be canceled must be reciprocal, namely an agreement that gives rights and obligations to both parties, cancellation is carried out through the court so that the cancellation of the agreement is through a judge's decision, and there must be a default. An agreement can be canceled as stipulated in article 1321 of the Civil Code, while an agreement that has prohibited things causes the agreement to be null and void, based on Article 1254 of the Civil Code.

Introduction

Everyone in his life bears the rights and obligations, human rights are devices inherent in human nature that must be respected and protected by the State, (Filah, 2020) While the obligation is something that must be done without any reason (Rohmawati, 2016). Because rights and obligations are logical consequences (Pratama & Hasan, n.d.), where the rights and obligations of each person are regulated and protected by law. by article 1 of Law no. 22/1958 that citizens of the Republic of

Indonesia are people who are based on legislation (Amin, 2016).

In general, criminal law is part of the overall law that applies in a country, which holds the basics and rules (Moeljatno, 2021) while civil law is the law that regulates the interests of one citizen with another citizen (Deliarnoor & SH, n.d.). Judging from both that the difference between criminal law and civil law lies in its application, criminal law applies to regulate individual behavior in social life, while civil law applies to regulate relationships between individuals and other individuals.

One example of a legal act regulated in civil law is an agreement. Because in contract

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law a person who has non-absolute rights can only exercise his rights against a certain person, namely other parties who helped agree (Davina, 2020), and the agreement itself is regulated in the Civil Code, hereinafter abbreviated as (KUHperdata) Book III concerning the Agreement.

An agreement is a legal act that is born from an agreement and agreement on an object determined by the parties to the agreement. while the object of the agreement itself is in the form of a promise that must be fulfilled and determined by the parties who agree, and the promise is the achievement of the agreement. Achievement is an obligation that must be fulfilled or carried out by the parties with what has been agreed, the form can be in the form of doing something or not doing something or giving something.

If an agreement is denied by one of the parties or one of the parties reneges on a promise or the achievement is not fulfilled, it is called default, default is the occurrence of a denial that causes the debtor to be unable to fulfill the achievements specified in the agreement (Sihombing, 2018) for example if an obligation from the debtor (the debtor) to fulfill an achievement is not implemented. It is said to be in default due to not meeting achievements at all, or being late in fulfilling achievements, or fulfilling achievements but not as they should be. Default also means not carrying out obligations on time or carried out but not by what they should be. In detail, default is the negligence or negligence of a debtor which can be in the form of four indicators, namely not doing what he can do; Carry out what he promised, but not as promised; Did what was promised, but it was too late; Doing something that according to the agreement should not be done.

The default mentioned above is the result of the non-fulfillment of the agreement in which the agreement is a civil law domain which in fact should not be replaced by accusing someone of default in this case based on criminal law but must be based on civil law, while the definition of fraud itself is one of the criminal law acts regulated in Article 378 of the Criminal Code, hereinafter referred to as the Criminal Code which contains that anyone with the intent to benefit himself or another person unlawfully, by using a false name or false dignity, by deceit, or a series of lies, inducing another

person to hand over something to him, or to give a debt or write off a debt, is punishable by fraud with a maximum imprisonment of four years.

The question that then arises is, what if one of the parties in the agreed agreement is deemed to have defaulted and then the other party issued based on criminal law because it is considered to have committed fraud. Many cases occur in the community where civil cases can be turned into criminal cases and vice versa, there are still many people, even law enforcers themselves, who still find it difficult to distinguish or map cases that fall into the criminal and civil realms. Law enforcement officials themselves sometimes find it difficult to sort and choose between these cases being in the criminal or civil realm. First, it must be understood that a clause in the agreement is caused by the free will of the parties who made it, giving rise to rights and obligations for the parties.

Whether an agreement made by the parties contains an element of fraud from one of the parties, it is necessary to be careful from the other party to understand it, because there are times when an agreement contains elements of fraud in its clauses, and there are also times when an agreement does not contain elements of fraud in its clauses. clause, but in practice, it leads to a fraud offense.

The problems above are increasingly complicated when there is no understanding between law enforcement officers in determining the juridical boundaries between fraud and default, the understanding between the two is very thin, if law enforcers, be it police, prosecutors and judges are not good at formulating it, it can be fatal to everyone. Conclusions are drawn if there are cases involving the two, because they are very different if analyzed further wherein fraud on the element of intentional and default on the element of the existence of the object of the agreement, in fraud it requires an intentional act and the object of the agreement is not the same, while in default it is not required to be intentional. do and the object of the agreement exists, it's just that there is no fulfillment of achievement, it is also understood that fraud occurs before a valid agreement while default after a valid agreement is born.

Based on the foregoing, this is an important point in this research, that not all defaults are purely civil law violations, but there are times when someone "seems" to be in default but he is not in default but he is committing an offense. fraud in the agreement that has been agreed upon. Therefore, this distinction becomes an important spotlight and it is very interesting to research so that it can be known in detail, the legal consequences, especially for law enforcement officers. So, in this study, "**Analysis of Fraud in Civil Laws in Agreements Resulting in Default**", as the title of this study, makes the authors interested in further researching and discussing this matter.

Method

A. Research Type

This research is normative research using the type of legal research that is descriptive and explanatory. This study uses two kinds of approaches, namely the doctrinal (Wignjosoebroto, 2002), and non-doctrinaire (DESTAMI, Petanasse, & Nashriana, 2017). The objects of this research are the legal norms of Article 1320 regarding the terms of the validity of the agreement, 1328 of the Civil Code on fraud, and Article 1243 of the Civil Code regarding defaults.

B. Types and Sources of Data

The data used in this study is secondary data in the form of legal literature, laws, court decisions, papers, and or articles contained in print and electronic media. has authority, secondary legal materials, and tertiary legal materials.

1. Primary Material

The authoritative primary legal materials used in this research consist of:

- a) the 1945 Constitution of the Republic of Indonesia.
- b) the Criminal Code.
- c) Civil Code.
- d) Jurisprudence.

2. Secondary legal materials

The secondary legal materials used in this study are legal doctrines contained in civil and criminal law literature books, articles in legal journals, or papers written by experts

whose material is relevant to this research. While the tertiary legal materials used in this study are legal dictionaries, legal encyclopedias, and Indonesian language dictionaries.

3. Tertiary Legal Materials

Tertiary legal materials are instructions regarding primary materials or secondary materials originating from:

- 1) Big Indonesian Dictionary (KBBI).
- 2) Legal Dictionary.
- 3) Encyclopedia.
- 4) Internet.

C. Data Collection Techniques

Data collection techniques are carried out empirically, namely by direct research at the research location. To obtain accurate data, in this study the data was obtained by using a data collection tool to examine and take an inventory of legal materials in the library (Library Research), namely collecting data by conducting a study of books, literature, laws that correlate with The problem under study is about the parameters that determine the making of Default and Fraud from One Agreement.

D. Data analysis technique

The data analysis in this study was carried out qualitatively. The data that had been collected and classified according to the research problem was then analyzed qualitatively (content analysis) by interpreting the existing data.

The interpretation of the analyzed data can use authentic, grammatical, and teleological interpretations, especially related to the unlawful nature of Article 1243 of the Civil Code and Article 1328 of the Civil Code to be able to distinguish forms of default and fraud on an agreement. The results of qualitative analysis or interpretation of the data are then taken for their meaning so that it is known the essence of the contents of the legal norms understudy and from that meaning used to answer existing problems so that conclusions can be obtained from this research.

Results And Discussion

A. Fraud Based on Article 1328 of the Civil Code on Agreements Resulting in Default

1. Elements of Fraud that Lead to Default.

Breaking promises or wanprestasi comes from the original term in Dutch "wanprestie" which means non-fulfillment

achievements or obligations that have been assigned to certain parties in an engagement, both engagements born of an agreement or engagement that arises because of the law. Rights and obligations arise because of the engagement in a valid agreement according to article 1320 of the Civil Code. The settlement of this case is resolved through legal channels

criminal acts, namely the Crime of Fraud (Article 378).

It can be seen the relationship between two people who bind themselves where one has rights and one of them has rights has an obligation is called an engagement, the fulfillment of the rights of an engagement is called an achievement. From these engagements, an agreement can be formed or it can be said that the agreement is one of the sources of engagement, which has been regulated in Book III of the Civil Code. The meaning of the agreement is stated in Article 1313 of the Civil Code which in full reads: "An agreement is an act where one or more people bind themselves to one or more other people." An agreement is an event where one person makes a promise to another person or where the two people mutually promise to do something. From this event, a relationship arises between the two people which is called an engagement.

The agreement publishes an agreement between the two people who make it. In its form, the agreement is in the form of a series of words containing promises or promises that are spoken or written (Weydekamp, 2013).

Thus, the relationship between the engagement and the agreement is that the agreement issues the engagement. The agreement is the source of the engagement, in addition to other sources.

An agreement is also called an agreement because the two parties agree to do something. It can be said that the two words (covenant and agreement) are the same in meaning. The word contract is narrower because it refers to a written agreement or agreement.

If an agreement cannot be fulfilled or achievement is not fulfilled, it will result in a default. What is meant by default is the non-fulfillment of predetermined achievements or obligations to certain parties in an engagement, whether an engagement born of an agreement or an engagement arising out of law (Harahap, 1982). A default can occur if the debtor "because of his fault" does not carry out what was agreed, the debtor is in default or breach of contract. The main elements of fraud that result in default are regulated in Article 1328 of the Civil Code which states that:

"Fraud is a reason to cancel an agreement if the fraud used by one of the parties is such that it is evident that the other party will not agree without deception".

Further described by (KURNIAWAN, Ikhsan, & Adisti, 2020) are as follows:

1. To unlawfully benefit oneself or others. In simple terms, this element is the closest goal of the perpetrator, meaning that the perpetrator wants to get a profit. Thus the intention is intended to be profitable and against the law so that my palak must know that the profit he is aiming for must be against the law.

The definition of against the law according to its nature is divided into two, namely:

- a) Formal against the law, namely an act that is against the law if the act is threatened with a criminal offense and is formulated as an offense in the law, while the legal nature of the act can be abolished only based on a statutory provision. So according to this teaching against

- the law is the same as being against the law or the law (written law).
- b) Against material law, that is, an act is against the law or not, not only contained in the (written) law but also the application of unwritten legal principles. The unlawful nature of actions that are included in the formulation of the offense can be abolished based on the provisions of the law and also based on unwritten rules.
2. By using one or more means of inducing fraud (false name, false dignity/fake circumstances, deception, and a series of lies). The point is that the nature of fraud as a crime is determined by how the perpetrator moves others to deliver the goods. The propulsion tools used to move other people are as follows:
 - a) A fake name, in this case, is a name that is different from the real name even though the difference seems small. It is different if the fraudster uses another person's name which is the same as his name, then he can be blamed for deceit or a series of lying acts.
 - b) Deceit, what is meant by deception is actions that are carried out in such a way so that the act gives rise to belief or belief in the truth of something to others.
 - c) False dignity/condition, use of dignity, or false condition is when a person states that he is in a certain condition, which condition gives rights to the person who is in that condition.
 - d) A series of lies, a few lying words are not enough as a driving tool. So the series of lies must be told in a structured manner so that it is a story that can be accepted logically and correctly. Thus one word strengthens or justifies another word
 3. Motivate other people to give up an item, give a debt, or write off a debt. In the act of moving other

people to deliver goods, it is implied that there is a causal relationship between the means of movement and the delivery of goods. Thus, the elements that must be met so that a default can be a criminal act of fraud if before agreeing one of the parties has not had good intentions with:

1) Using a fake name.

If in agreeing one of the parties uses a name that is different from the original name even though the difference seems small. But if he uses someone else's name that is the same as his name, he can be blamed for deceit or an arrangement of lying deeds.

2) Using false dignity/statement

If in agreeing one of the parties states that he is in a certain condition, where that condition gives rights to the person who is in that condition. For example, person A is in a certain situation where person A uses his position as an employee of company P even though he has been dismissed. Then Person A came to a shop and ordered the store by saying that the employer had ordered A to take goods from the store. If the store delivers goods to A knowing A is an employee of company P, then A can be blamed for defrauding the store by using a false position.

3) A series of lies.

If in agreeing one of the parties uses a series of lies that are neatly arranged so that it can become a logically acceptable story. Thus one word strengthens or justifies the other word.

4) Using trickery.

If in an agreement one of the parties commits acts in such a way that the act gives rise to trust or belief in the truth of something to another person. In addition to these elements,

default can turn into a criminal act of fraud if the initial intention of one of the parties in agreeing is to gain benefits for himself or others by way of against the law.

So according to the author, the determining parameters between default and fraud are as follows:

1. Default is closely related to the agreement as a legal relationship between individuals. The agreement itself was born on the agreement as referred to in Article 1320 of the Civil Code which contains the meaning of the parties expressing their respective wills to make a will; the statement of one party has been approved by the other party.

Strictly speaking, the act of default is a violation of the law that they have created themselves. Here the content of the norm subject is individual with the individual. Meanwhile, fraud is a statutory provision that regulates crimes against property. So the parameter determining default is a violation of the promise or law made by the parties in an individual relationship. Here the subject of the norm of the state is dealing with the individual. The parameter determining a criminal act of fraud is a crime (men's rea) against a person's property, which is carried out in a deceitful way or through lies so that someone gives up goods or objects, not voluntarily.

The crime of fraud as regulated in the Criminal Code has a different legal character from fraud as a condition of the validity of the agreement. The fraud here is aimed at the agreement as a condition for the validity of the agreement, not the assets as specified in the agreement

fraud in the Criminal Code. Fraud is related to the terms of the validity of the agreement, the agreement that is closed in an agreement gives a defect to the will because one party misleads the other party in providing an overview of the agreement. so

that In fraud, the position between one party and the other is not balanced.

2. Default is an act of violating personal obligations that arise from a legal relationship made by the parties through an agreement. While fraud is an act committed against the law against someone's property. With the inclusion of provisions as contained in Article 1 paragraph (1) of the Criminal Code, whoever is proven to have violated a criminal provision, formally the said act is against the law because the said act has violated a prohibition stated in the Criminal Law.

Through the above understanding, it can be observed "against the law" as referred to in Article 378 of the Criminal Code in a concrete way marked by using a false name or false dignity, by deceit, or a series of lies, to induce others to hand over something to him or to give debts or write off debts.

3. Default is motivated by the principle of good faith. This means that the debtor has an effort to fulfill the achievements according to what is expected promised even though in practice it ends in poor performance. Article 1338 point 3 states: "An agreement must be carried out in good faith." As for fraud, it is motivated by evil acts (men's rea) this can be seen from the subjective element of the criminal act of fraud, namely: to benefit oneself or others there is an element of intent (dolus/opzet), not in the form of accident.

B. Legal Consequences of Agreements Containing Fraud Elements Can Be Canceled Or Canceled By Law

An agreement is an act in which one or more persons bind themselves to one or more other persons. The validity of the agreement is determined by the legal terms of the agreement as stipulated in Article 1320 of the Civil Code (KUHPer). The consequence of not fulfilling the legal

requirements of the agreement is that the agreement becomes invalid, and the agreement can be canceled or null and void by law.

The cancellation of the agreement is a condition that results in a contractual relationship or the agreement is deemed to have never existed. The cancellation of the agreement itself is recognized and regulated in the Criminal Code, precisely in Article 1446 to Article 1456. However, not all agreements can be canceled. Cancellation of the agreement must meet the cancellation conditions specified in the agreement Constitution.

The cancellation of the agreement that results in the agreement being deemed never existed, of course, creates new legal consequences for the parties to the agreement.

Cancellation of the agreement can be requested by one of the parties to the agreement who feels aggrieved.

An agreement can be called for cancellation if:

1. The agreement made violates the subjective conditions of the validity of the agreement as regulated in Article 1320 Paragraphs 1 and 2 of the Criminal Code, namely the agreement was born due to a defect of will (*wilsgebreke*) among others due to oversight, coercion, or fraud, or due to the incompetence of the parties in the agreement (*ombekwaamheid*), resulting in the agreement being canceled (*vernietigbaar*).
2. The agreement that is made violates the objective requirements for the validity of the agreement as regulated in Article 1320 paragraphs 3 and 4, the agreement is made not to fulfill certain object requirements or has a reason that is not allowed such as contrary to law, public order, and decency, resulting in the agreement being null and void (*dieting*).

By the provisions of Article 1265 of the Criminal Code, the void condition is a condition which, if fulfilled, will terminate the engagement and bring everything to its original state as if there was no agreement. Things that must be considered as a condition for the

cancellation of an agreement is the existence of a default, in which the default is always considered as a void condition in an agreement so that the party who feels aggrieved because the other party is in default can demand the cancellation of the agreement.

The demand for the cancellation of the agreement must be carried out through the court so that the cancellation of the agreement is through a judge's decision by the provisions of Article 1266 of the Criminal Code.

According to Subekti, the cancellation of the agreement can be done by:

There are two ways, namely in an active way, namely directly by demanding an annulment in front of a judge or using a defense, namely waiting to be sued before a judge. To fulfill the agreement and just put forward an excuse regarding the lack of the agreement ([Simanjuntak, 2020](#)). The term of the claim for cancellation of the agreement is five years. In addition, an agreement that can be canceled must be reciprocal, namely an agreement that gives rights and obligations to both parties.

The above conditions are conditions that must be met for an agreement that can be canceled, while for an agreement that is null and void, the agreement is invalid and the agreement is considered to have never existed.

Article 1381 of the Civil Code, an engagement can be terminated, one of which is due to cancellation or cancellation and the enactment of a void condition. For an agreement to be valid, for example, at least the essential elements must be fulfilled, otherwise, the agreement will be null and void. But if the deficiency is only in the form of a defect in a certain will, as regulated in Article 1321-1328 of the Civil Code, then the agreement is stillborn, it's just not

valid; "illegitimate" in the sense that upon the demands of the party whose will is defective, the agreement can be canceled.

The conditions associated with the validity of legal action can be elements related to the person of the perpetrator or related to the content or form, into which legal actions must be poured. In addition,

we also see that there are many variations in the form of defects in legal actions and the consequences that arise, from not fulfilling the requirements as determined by law; however, all of them lead to the same problem, namely the illegitimacy of an action

the law, with its consequences, does not arise as expected legal consequences. (Satrio, 1996) In reality, every de facto action (action) always causes a result (reaction) and the law inevitably has to take it into account, and that is also the case. If the agreement is invalid, then there are times when the law stipulates that what has been submitted based on an invalid agreement can be reclaimed and if the legal action causes harm to the other party, then the law stipulates for those who suffer losses the right to claim compensation.

Cancellation is nothing but an event, where the action does not cause legal consequences as intended, and it happens by itself, without requiring an action to cancel, without having to be prosecuted. People used to call it null and void (SUSANTI, Nashriana, & Pettanasse, 2018).

1. Legal Consequences of Agreements Containing Fraud Elements Can Be Canceled

Article 1328 of the Civil Code states that:

"Fraud is a reason to cancel an agreement if the fraud used by one of the parties is such that it is evident that the other party will not agree without deception".

In the provisions of Article 1328 of the Civil Code, it can be seen that:

- a) The law does not define what constitutes fraud.
- b) In the case of fraud, the deceived party does give a statement by his will, but that will is due to deception or is intentionally directed to something contrary to his actual will.

That there must be deception (which is an element of fraud), what is meant by deception is a series of stories (lies) that are not true, and every deceptive attitude or action, which is not just a lie, but is

considered a fraud. The deceived party can file a lawsuit for cancellation of the agreement in court based on fraud or oversight, or it can be based on both.

The legal consequences of these two things, the party who feels cheated can demand the cancellation of the agreement with or without compensation through a default lawsuit. Furthermore, as regulated in Article 1321 of the Civil Code which principally states that no agreement has the power, if there is an error or obtained by coercion or fraud (Aeni, 2019).

There is a difference between null and void (considered never existed) and can be canceled (requested to be canceled first). The factor of error, coercion, or fraud, is an element that does not meet the objective requirements of the agreement so that it is not automatically canceled but must be requested for its cancellation in court.

As a result of the cancellation of the agreement, one of the parties can request the cancellation of the agreement. The agreement will remain binding on the parties if it is not canceled by the judge at the request of the party entitled to request the cancellation. The right to request cancellation of the agreement, demand restoration, and even the right to sue

Compensation is a right for parties who feel aggrieved, while other parties who have already received achievements from other parties must return them.

A further consequence of the cancellation of the agreement is that if after the cancellation one of the parties does not carry out its obligations to return what has been obtained, the other party can file a lawsuit. This is solely to carry out the purpose of the cancellation, which is to restore the situation as it was before the agreement occurred.

2. Legal Consequences of Agreements Containing Fraud Elements are null and void

Cancellation is a statement of the cancellation of legal action against a claim from the party(s), which by law, is justified to demand such annulment. Here, the same as in the event of cancellation, there is also a legal action that contains defects, but according to the law, the action still has legal

consequences as expected or intended by the perpetrator, only the agreement that arises based on the legal action is based on the demands of the perpetrator. the other party can be canceled. Cancellation is carried out by the judge at the request of such a party. The effect of the cancellation is retroactive, so that, after the statement is canceled by the Judge, the situation becomes the same as that which is null and void by law.

An agreement with a prohibited cause is null and void, so there is an event of cancellation, it is null and void by law and applies to and can be advanced by anyone (there are cancellations, absolute, by law and can be submitted by anyone). Thus, it has become a necessity that every agreement must be based on good faith as stated in Article 1338 of the Civil Code, namely:

"All agreements made by the law apply as law to those who make them. The agreement cannot be withdrawn other than by agreement of both parties, or for reasons determined by law. Approval must be carried out in good faith".

The elements above are what must be met so that a cooperation agreement is said to be legal (has legality). So if there is a prohibited cause in the agreement, can it be punished? Article 1254 of the Civil Code states:

"All conditions that aim to do something impossible to implement, something that is contrary to good morals, or something that is prohibited by law is null and void and results in the agreement hanging on it being invalid."

If there is something forbidden in the agreement, the objective conditions of the agreement are not fulfilled so that the agreement is null and void. This means that from the beginning there was never an agreement and there was never an engagement. Regarding prohibited causes, it is regulated in Article 1337 of the Civil Code, which reads:

"A cause is prohibited, if the cause is prohibited by law or if the cause is contrary to morality or public order".

Regarding this forbidden thing, according to Subekti (ISNAINI, Handayani, & Murty, 2019).

give an example: if the matter of killing is included in the agreement, for example, The seller is only willing to sell his knife if the buyer kills someone. According to him, the contents of this agreement became something forbidden. Another example is related to fraud or fraudulent acts (bedrog) which can be found in Article 378 of the Criminal Code ("KUHP"), as follows:

Any person who, intending to unlawfully benefit himself or another person, by using a false name or false dignity, by deceit, or a series of lies, induces another person to hand over something to him or to give him a debt or write off a debt, is threatened with fraud. with a maximum imprisonment of 4 years.

Fraud occurs when one party intentionally provides false or untrue information accompanied by a ruse to persuade the other party to give permission. The deceiving party acts actively to mislead the other party. As explained above, an agreement containing prohibited items causes the agreement to be null and void, based on Article 1254 of the Civil Code.

Conclusion

Fraud based on Article 1328 of the Civil Code in the agreement does not result in default. Because default and fraud in civil law have different elements. Default is regulated in Article 1243 of the Civil Code, while fraud in civil law is regulated in 1328 of the Civil Code. Default (negligence or negligence) of a person can be in the form of 4 (four) kinds, namely: First, not doing what he is capable of doing; Second, carry out what he promised but not as promised; Third, carry out what was promised but it was too late; Fourth, carry out something that according to the agreement may not be done.

Meanwhile, the fraud referred to in this study consists of the concept of fraud contained in Article 1328 of the Civil Code, namely, the existence of a will defect. Defects

of will are caused by an error or negligence, coercion, and deception. Thus, to find out when a default occurs and when fraud occurs lies in someone's intention, if before the contract was closed/signed from the start there was no good intention then this is an act of fraud if after the contract is closed/signed someone's bad intentions arise then this is an act of default.

The consequences of an agreement containing an element of fraud can be canceled or null and void by law. The condition for canceling the agreement is that the agreement to be canceled must be reciprocal, namely an agreement that gives rights and obligations to both parties, cancellation is carried out through the court so that the cancellation of the agreement is through a judge's decision, and there must be a default. The agreement can be canceled if it is not by the subjective and objective conditions of the agreement as regulated in Article 1320 of the Criminal Code. Furthermore, as regulated in Article 1321 of the Civil Code which principally states that no agreement has the power, if there is an error or obtained by coercion or fraud.

Meanwhile, the legal consequence of an agreement that is null and void is that the agreement is considered null and void or even the agreement is considered non-existent and never happened from the beginning. Those who have already received achievements must return them. an agreement that has prohibited things causes the agreement to be null and void, based on Article 1254 of the Civil Code.

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