



## SETTLEMENT OF DEFAULT CASES IN THE SALE-PURCHASE AGREEMENT OF AGRICULTURAL PRODUCTION FACILITIES THROUGH NON-LITIGATION METHODS (STUDY AT PT. PETROSIDA GRESIK)

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**Abstract:** Default cases related to the sale and purchase of agricultural production facilities continue to arise often during the implementation of the agreement between PT. Petrosida Gresik and some of its purchasers or distributors. Hence, the purpose of this research is to analyze the reasons, attempts to minimize, and nonlitigation settlement of cases in the hopes that there will be no more or at least a reduction in the number of cases. This study employs an empirisal legal research method with descriptive research and qualitative data analysis.

According to the research results, buyers or distributors experience natural disasters, unhealthy competition, are exposed to fraud, and are unable to manage their finances, thus committing defaults. Efforts to minimize them have also been made. Then, the non-litigation case settlement process partly uses the newest efforts by PT. Petrosida Gresik with the results of successful and unsuccessful settlements, which are continued through litigation.

**Keywords:** Default, Sale-Purchase, Agricultural Production Facilities, Nonlitigation

### INTRODUCTION

Humans are related to social matters, both conducting various relationships or social ties and carrying out various cooperation or interactions, namely between humans themselves. In the social relations in question, there are possibilities for differences of understanding or conflicts between these humans; this is certainly related to the variety of human interests or desires and the abundance of humans who demand each other for the fulfillment of their

own interests. Based on the above, the existence of norms is needed by society to limit freedom of action, namely norms that arise from the scope of daily life on the basis of understanding of the mind, which is generally called law. Such restrictions are intended to limit arbitrary actions.

Covenant law is one of the many forms of law that have a real and essential role in the lives of the community. The agreement itself exists because the parties bind themselves, which has been formulated in Article 1313 of the Civil

Code (*Kitab Undang-undang Hukum Perdata*), or *Burgerlijk Wetboek (BW)*. Based on the previously mentioned article, it is clear that what is called an agreement must be with the consent of the parties. Furthermore, as contained in Article 1320 BW, the so-called agreement is obliged to carry out the fulfillment of the valid conditions of the agreement, such as agreement, capability, certain things, and a justified cause. The goal is for the agreement to be valid in the eyes of the law.

After the agreement is made based on the agreement of the parties, enter the stage of implementing the agreement. The implementation of the agreement is essential to the agreement because it is the goal of the parties who make it, and with the implementation of the agreement, the parties involved in the procurement of the agreement will be able to carry out their obligations in full. The cause is an attachment in the agreement in which the parties bear the responsibility to carry out the agreed agreement, and that responsibility must be fulfilled.

One of the several types of agreements listed in BW that we usually do in life everyday is a sale and purchase agreement. This sale-purchase occurs when one of the parties agrees to give an object and the other party agrees to pay for it. This is regulated in Article 1457 BW. Then it is not just separated from obstacles; the implementation of a sale-purchase agreement does not always happen smoothly. In an agreement that gives rise to an obligation, if one party fails to fulfill its obligations as agreed (default), it means that the obligations that should

be fulfilled are not carried out resulting in the rights of the other party not being fulfilled, which ultimately causes losses.

Regarding default or breach of promise, it can occur due to error, negligence, or intent on his part. This default is also regulated in Article 1243 BW. According to Subekti, as a form of default, there can be four types, namely: a) not doing what he should do in the agreement; b) doing what has been promised but not in accordance with what he has promised; c) doing what he promised but with a late condition; d) doing things that should not be done according to the agreement. A default must be based on an agreement, whether the agreement is oral or written, in the form of an agreement under hand, or in an authentic deed.

As in the problem of implementing the agreement between PT Petrosida Gresik and several buyers or distributors who experience obstacles. Regarding this problem, PT. Petrosida Gresik is a company engaged in agriculture, in this case providing pesticide products; chemical products; fertilizers and seeds; and finally, bioproducts which include agricultural products, livestock, and fishery products, hereinafter referred to as agricultural production facilities. Then, it has bound itself to a sales and purchase agreement with several buyers or distributors. In the statement of the interview results, PT. Petrosida Gresik has carried out or carried out any and all of its obligations in good faith in accordance with the contents of the agreement, namely delivering agricultural production facilities. Unfortunately, the full fulfillment of

obligations is not carried out by some buyers or distributors, namely not paying for agricultural production facilities according to the agreement in full and only paying part of it, and not paying the payment in accordance with the period that has been mutually agreed upon in the agreement (not on time), thus harming PT. Petrosida Gresik. Meanwhile, a series of nonlitigation default case settlement processes have been carried out. As a first result, some buyers or distributors have paid in installments for the lack of payment (but not yet in full at the time this research was made), and as a second result, the settlement of default cases in nonlitigation was unsuccessful.

Indeed, in the practice of business relations, legal conflicts often occur where one party does not fulfill its obligations while the other party does not get its rights as well. Resolving this phenomenon is not easy, often requiring a lot of time. Based on the background explanation above, there have been cases of default related to agricultural production facilities with a total unpaid price that is quite large for PT. Petrosida Gresik, so it needs to be a concern regarding the causes and efforts to resolve it. And it is hoped that there will be no more or at least a reduction in the number of default cases in the sale and purchase agreement related to agricultural production facilities at PT. Petrosida Gresik.

## **MAIN PROBLEM**

This article is written to know the causes of default between PT. Petrosida Gresik and several buyers

or distributors and to find out the efforts to resolve default cases in the sale-purchase agreement of agricultural production facilities through nonlitigation methods at PT. Petrosida Gresik.

## **METHOD OF RESEARCH**

This research uses the type of juridical sociological (empirical) law research that examines, studies, and analyzes the law when operating in society. English calls it "empirical legal research." Furthermore, in this type of research, descriptive research is used because this research describes and analyzes the problem of resolving default cases in the sale-purchase agreement of agricultural production facilities through nonlitigation methods (study at PT. Petrosida Gresik).

Regarding data, this legal research is based on primary legal data and secondary legal data. Primary data is data generated directly through the first source. The author obtains primary data sources in this empirical research method directly from sources in the field, as well as sources who carry out problem solving within the scope of PT. Petrosida Gresik, in the form of interview results. Secondary data is obtained from primary, secondary, and tertiary legal materials.

Primary legal materials used in this research are Law of the Republic of Indonesia Number 5 of 1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition (*UU RI Nomor 5 Tahun 1999 tentang Larangan Praktik Monopoli dan Persaingan Usaha Tidak Sehat*); Law of the Republic of Indonesia Number 22 of 2019 on Sustainable Agriculture

Cultivation System (*UU RI Nomor 22 tahun 2019 Tentang Sistem Budi Daya Pertanian Berkelanjutan*); Law of the Republic of Indonesia Number 30 of 1999 on Arbitration and Alternative Dispute Resolution (*UU RI Nomor 30 Tahun 1999 Tentang Arbitrase dan Alternatif Penyelesaian Sengketa*); Law of the Republic of Indonesia Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations (*UU RI Nomor 37 Tahun 2004 Tentang Kepailitan dan Penundaan Kewajiban Pembayaran Utang*); and BW. Secondary legal materials are draft laws, results of research, and opinions from legal experts. This includes research findings, writings from legal practitioners, as well as ideas and academic viewpoints. Tertiary legal materials are legal dictionaries and encyclopedias.

After all the data has been collected, namely primary and secondary data, qualitative analysis is carried out. The data is categorized, grouped, and analyzed using a method of measuring and assessing on the basis of laws and regulations in order to provide answers to problems. Thus, the results obtained will be able to provide answers to this research.

## **RESEARCH RESULT AND DISCUSSION**

### **1. Causes of Default between PT Petrosida Gresik and Some of its Buyers or Distributors**

#### **1.1. Causes of Default between PT. Petrosida Gresik and Some of its Buyers or Distributors**

The first party in the agreement referred to here is PT. Petrosida

Gresik, which is the seller of agricultural production facilities, and the second party is the buyer or distributor of agricultural production facilities. Each different buyer or distributor has a separate or different agreement but tends to have the same form of default. The meaning of the similarity of the forms of default from this research is clear, namely not paying for agricultural production facilities according to the agreement in full and only paying part of it, and not paying the payment (price) according to the agreed deadline or not on time. Then the causes of default between PT. Petrosida Gresik and some of its buyers or distributors are natural disasters, unhealthy competence, being exposed to fraud, and being unable to manage money turnover properly.

First, natural disasters can be very detrimental if adversely affected by them because, in this condition, agricultural production facility products can be lost and/or damaged so that no consumers want to buy them. Natural disasters have befallen the buyers or distributors of PT. Petrosida Gresik, so they have not been able to pay the agreed price in full and have not been able to pay on time.

Second, unhealthy competence is something that can happen in any business competition, including business competition in the sale of agricultural production facilities experienced by buyers or distributors. For those who experience it as victims of unfair competence, they will experience losses that are not only material but can also be immaterial, as experienced by several buyers or distributors who sell agricultural

production facilities. This is what causes some of the buyers or distributors of PT. Petrosida Gresik to be hampered in carrying out their obligations as agreed upon in writing. There are various forms of unfair competition that have been or are being experienced. Under Law Number 5 of 1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition, there are several activities that are in fact not allowed related to unfair competition, namely monopoly, monopsony, market control, selling at a loss, setting production costs fraudulently by manipulation, and having the nature of a conspiracy.

Third, being exposed to fraud. In this case, the effect experienced in addition to losses is the inability of the buyers or distributors to pay the agreed price, resulting in default. The sequence of events is that the buyers or distributors become victims of fraud and suffer losses, and because of these losses, the buyers or distributors are unable to pay the price as agreed to by PT. Petrosida Gresik, so default occurs. The fraud that befell the buyers or distributors in this case was that there were parties who bought agricultural production facilities, but after the goods were delivered, they did not want to pay for them.

Fourth, being unable to manage money turnover properly. The meaning of not being able to manage money turnover properly is the lack of ability or miscalculation in managing expenses and income, which makes buyers or distributors experience losses so that the turnover of money is not smooth, which causes the inability of buyers or distributors to carry out

their obligations to PT. Petrosida Gresik. Another cause is that the proceeds from the sale of agricultural production facilities are used to open other businesses but are unsuccessful because they get losses instead of profits.

## 1.2. Number of Default Cases Handled through Nonlitigation Methods

The settlement of defaults through this nonlitigation method has two results, namely, the first is that some of the buyers or distributors of PT. Petrosida Gresik have paid in installments for the shortage of payments (but not yet in full at the time this research was made), and the second is that the settlement of default cases in nonlitigation was not successful, which made PT. Petrosida Gresik take further steps to resolve the case, namely through litigation (repressive legal protection). So in the table data below, there are two discussions according to the research results, which can be categorized:

### a. Unsuccessful nonlitigation

No.	Customer ID	Unpaid	Status	Year of Transaction	Handling
1.	CUST/B-0080	Rp.35.473.990.123,-	Still Operating	2013	Nonlitigation -litigation
2.	CUST/G-0018	Rp.15.555.049.249,-	Still Operating	2018-2019	Nonlitigation -litigation
3.	CUST/C-0039	Rp.10.465.039.512,-	Still Operating	2014-2017	Nonlitigation -litigation
4.	CUST/L-0020	Rp.10.080.213.975,-	Still Operating	2013	Nonlitigation -litigation
5.	CUST/F-0029	Rp.5.439.668.578,-	Still Operating	2018	Nonlitigation -litigation
6.	CUST/G-0011	Rp.5.515.908.906,-	-	2013	Nonlitigation -litigation
7.	CUST/L-0022	Rp.3.071.161.018,-	Still Operating	2013-2014	Nonlitigation -litigation
8.	CUST/S-0304	Rp.1.530.990.485,-	Still Operating	2014	Nonlitigation -litigation
9.	CUST/K-0061	Rp.3.616.078.262,-	Bankrupt	2018	Nonlitigation -litigation
10.	CUST/K-0049	Rp.2.142.055.430,-	Still Operating	2017-2019	Nonlitigation -litigation

Table 1. Data Table of Unsuccessful Nonlitigation with Aging >1 Year PT. Petrosida Gresik as of August 31, 2023

From the data table above, it can be concluded that there are ten ID customers who are also referred to as Buyers or Distributors of PT. Petrosida Gresik related to the sale and purchase of agricultural production facilities who have not paid the remaining agreed price to PT Petrosida Gresik. The amount of the remaining unpaid price owned by the parties varies, including the business status of the buyers or distributors. Most of them are still operating, so it is hoped that they will make a good faith effort to pay or install the remaining unpaid price in full. In conclusion, the meaning of unsuccessful nonlitigation is a category for resolving default cases with buyers or distributors who do not have the intention to pay the remaining price that should be paid in full through nonlitigation. Then the

meaning of the transaction year itself is the last year they paid in installments or paid the remaining price.

All handling in the data table above has just entered the litigation stage or has just proceeded to the litigation stage, which was originally carried out by means of nonlitigation settlement, but unfortunately this method was unsuccessful. Although the litigation process tends to take longer and the process is more complicated, including requiring a judge's decision with permanent legal force so that execution can be carried out, this must be done for the sake of legal certainty and is expected to reduce losses. Litigation dispute resolution in this case is carried out by filing a lawsuit related to default with the District Court in accordance with the place of authority of the court. In other words, litigation dispute resolution is considered civil procedural law in practice. This case has passed the non-litigation stage but was unsuccessful, so dispute resolution by litigation became the next effort.

## b. Successful nonlitigation

No.	Customer ID	Unpaid	Status	Year of Transaction	Handling
1.	CUST/S-0034	Rp.5.143.423.204	Still Operating	2015	Nonlitigation
2.	CUST/G-0011	Rp.5.515.908.906	Still Operating	2013	Nonlitigation
3.	CUST/J-0028	Rp.7.474.859.748	Still Operating	2019	Nonlitigation
4.	CUST/K-0066	Rp.214.925.403	Still Operating	2018	Nonlitigation
5.	CUST/K-0061	Rp.3.616.078.262	Bankrupt	2018	Nonlitigation
6.	CUST/F-0006	Rp.1.392.185.092	Still Operating	2018	Nonlitigation
7.	CUST/S-0250	Rp.7.752.137.249	Still Operating	2019	Nonlitigation
8.	CUST/K-0049	Rp.2.142.055.430	Still Operating	2017-2019	Nonlitigation

Table 2. Data Table of Value of Successful Nonlitigation with Aging >1 Year PT. Petrosida Gresik as of August 31, 2023

Successful nonlitigation has the explanation that the nonlitigation dispute resolution process is categorized as successful because the buyers or distributors of PT. Petrosida Gresik have good faith to pay the remaining price of the total price agreed upon previously, related to the sale and purchase of agricultural production facilities. So, even though it is successful, there is still a remaining price to be paid, or it can also be interpreted that they have not paid the entire total price agreed upon but have good intentions to pay. Good faith here can be shown from the desire to pay and the effort to pay off the total price, even though in the year of the transaction or the last year they paid in installments or paid the remaining price, it tends to be written in different years and in a period that is also quite long, starting from the data table on August 31, 2023. This has two

meanings, namely the first, after the nonlitigation efforts of the buyers or distributors have been made in good faith, namely paying the shortage of the remaining price, although not fully with the intention of paying the entire total remaining price; and the second, after the nonlitigation efforts have been made, namely with the result that the buyers or distributors will pay the remaining price that has not been paid in full, followed by good faith and/or handling asset guarantees. Both of these intentions are categorized as good faith in legal issues related to defaults at PT. Petrosida Gresik.

## 2. The Efforts to Resolve Default Cases in The Sale-Purchase Agreement of Agricultural Production Facilities Through Nonlitigation Methods at PT. Petrosida Gresik

### 2.1. The Efforts to Resolve Default Cases in The Sale-Purchase Agreement of Agricultural Production Facilities through Nonlitigation Methods at PT. Petrosida Gresik

In the settlement of default cases related to the sale-purchase agreement of agricultural production facilities using nonlitigation methods, PT. Petrosida Gresik has a sequence of the case settlement process from start to finish with its latest efforts at this time. The new effort was only made starting in 2023. The sequence of the case settlement process can be illustrated with the chart below:

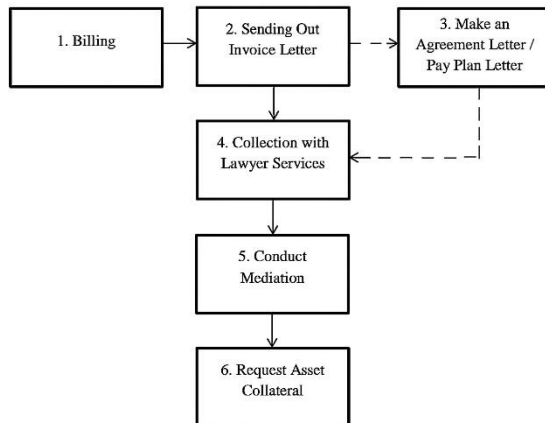


Chart 1. Chart of Settlement of Default Cases in the Sale-Purchase Agreement of Agricultural Production Facilities Through Nonlitigation Methods at PT. Petrosida Gresik

The explanation of the chart related to the Settlement of Default Cases in the Sale-Purchase Agreement of Agricultural Production Facilities through Nonlitigation Methods at PT. Petrosida Gresik is as follows:

#### 1. Billing

Billing is done by phone or via WhatsApp Messenger by reminding buyers or distributors to pay the remaining unpaid price. If, in the reminder process, the buyers or distributors do not heed, a direct visit is made to the place where the buyers or distributors are located. The billing is carried out continuously, called descolection. Of course, it is done in a peaceful and appropriate manner.

#### 2. Sending Out Invoice Letter

PT. Petrosida Gresik sends a bill or notification letter of the remaining price that needs to be paid to the buyer or distributor. In addition to informing the details of the amount of the remaining price that needs to be paid, the letter also contains the due date and a description of the bill

or a description of the remaining price to be charged, which in this case is agricultural production facilities. Sending this invoice or notification letter is carried out if the first attempt or collection effort does not produce results.

#### 3. Make an Agreement Letter / Pay Plan Letter

The agreement letter here is a letter of agreement on payment of receivables. In its implementation, PT. Petrosida Gresik and its buyers or distributors negotiate so as to produce an agreement letter for payment of receivables. This process is not one that must be carried out but is optional because there are some buyers or distributors who need special treatment, namely, making an agreement letter on payment of receivables. Special treatment can be applied if there is a new agreement related to the method of payment of the remaining price shortfall or related to the goodwill of the distributor or buyer to plan to pay, which is outlined in the payment plan letter. An example that causes a new agreement is not being able to pay the remaining price until the last date of payment according to the agreement, so a new agreement is made to extend the payment date.

#### 4. Collection with Lawyer Services

PT. Petrosida Gresik requests the assistance of a lawyer or lawyer service to collect the distributor or buyer and immediately pay the remaining price that has not been paid in full. This effort uses a peaceful and appropriate way, namely, the lawyer reminds the distributors or buyers to



immediately pay the remaining price that has not been paid in full. This effort is one of the latest efforts applied by PT. Petrosida Gresik to resolve default cases related to the sale and purchase of agricultural production facilities through nonlitigation methods. The hope of billing with the help of this lawyer's service is to be able to educate regarding legal obligations, namely to pay the remaining obligations that have not been fulfilled by the buyers or distributors of agricultural production facilities, so that they will have good faith to pay all their obligations.

#### 5. Conduct Mediation

In the event of previous nonlitigation efforts, if they produce results, so PT. Petrosida Gresik makes mediation efforts with its buyers or distributors. This mediation effort uses a mediator who collaborates with a law firm or uses the services of a lawyer or lawyer who has a certificate of expertise in this matter. This process is expected to be successful or fruitful so that non-litigation or peaceful means can succeed in order to maintain the good name of the parties. This effort is also the latest effort in resolving default cases related to the sale and purchase of agricultural production facilities through nonlitigation at PT. Petrosida Gresik.

#### 6. Request Asset Collateral

After mediation or in mediation efforts, PT. Petrosida Gresik requests asset guarantees from its buyers or distributors who have not made full payments related to the price of agricultural production facilities. The asset guarantee

referred to in this case is a special guarantee, so an agreement is needed. After the appointment of the object of the agreement, the consent of the parties is required so that the binding of the mortgage rights on the assets can be carried out. However, this request for asset security may or may not be realized, depending on the agreement of the parties and the assets owned by the buyers or distributors.

#### 2.2 Efforts to Minimize Future Sell-Purchase Agreements So That Defaults Do Not Occur

The existence of default cases with the remaining unpaid price is not small, making an aggrieved legal subject think of a preventive strategy (prevention) so that default cases can be reduced in number or minimized and even expected defaults never occur. The default case at PT. Petrosida Gresik related to the sale-purchase agreement of agricultural production facilities is one example.

The problems that occur in this default case can be caused by the parties who have not carried out some of their obligations, so the efforts to minimize the sale and purchase agreement in the future so that defaults do not occur are prioritized cash or non-credit sales; requesting collateral assets to cover debts; and providing agricultural production facilities according to the ability limit or according to the plavon. The following is an explanation regarding this matter, namely:

##### 1. Prioritized Cash or Non-credit Sales

Cash or non-credit sales are one of the efforts to minimize defaults because, in practice, cash or non-

credit sales are paying the total agreed price without installments. The activity of paying the agreed price in installments can be an opportunity for a party to default for various reasons. This includes the occurrence of undesirable circumstances that force them to default. So compared to the risk of default, cash or non-credit sales are expected to be more profitable or not detrimental to PT. Petrosida Gresik.

## 2. Requesting Collateral Assets to Cover Debts

In addition to applying preventive legal actions that have been regulated in Article 1338 BW, which applies the principle of *pacta sunt servanda*, the request for special collateral assets by the creditor to the debtor is also necessary considering that the amount of the price agreed upon by the parties, namely PT. Petrosida Gresik and its distributors or buyers, is not small. Back again, the legal act of providing a debt that is not small will create a risk. So it can be said that this particular collateral asset is a form of legal protection for creditors who provide debt because if there is negligence by the debtor, the property rights of the collateral assets can be transferred to the creditor. As a further matter of urgency, the special collateral assets cannot be transferred unless there is consent from the creditor. If transferred, the creditor's rights to the asset collateral remain. The special asset collateral holder also becomes special regarding its execution, namely becoming a preferred creditor, which means that the proceeds from the sale of

the pledged assets must be paid to the creditor, namely PT Petrosida Gresik (in the event of default), so that rest of the sale is only given to other creditors.

3. Providing Agricultural Production Facilities According to The Ability Limit or According to The Plavon Providing agricultural production facilities according to the limit of ability or according to this plavon means providing credit according to the background and history of the buyer or distributor. The background in this case is how much or the ability to sell agricultural production facilities according to the ability of the Buyers or Distributors within a certain period of time. Related to history is whether the party to be given this credit is able to maintain the amount of agricultural production facilities that can be sold or can increase its sales. Of these two things, should be a consideration in the provision or sale of agricultural production facilities.

## **CONCLUSION**

The obstacles of default related to the sale and purchase of agricultural production facilities still occur a lot in the implementation of the agreement between PT. Petrosida Gresik and some of its buyers or distributors. The causes of default are natural disasters, unhealthy competence, buyers or distributors exposed to fraud, and buyers or distributors unable to manage money turnover properly. In the settlement through this nonlitigation method, there are two results: the first is fruitful, and the second is unsuccessful. Then the sequence of the process of resolving

default cases in this case is also well structured with the latest stages related to efforts to resolve cases in this study. Efforts to minimize sale-purchase agreements so that defaults do not occur are also made.

Regarding suggestions, improvements to the stages of buying and selling can be made in the hope of reducing the number of defaults or even expected defaults no longer occurring by requesting special asset guarantees related to buying and selling on credit carried out in the initial process before the buying and selling agreement is made. So that the sequence becomes 1). The birth of a sale-purchase agreement by way of credit; 2). The birth of a special asset guarantee agreement, which in this case is related to the mortgages. Then, it is necessary to do a deeper risk assessment. In this case, it is by looking at intentions, income, financial dependents owned, payment deadlines, morals or character, and so on that can reduce or eliminate default problems related to agricultural production facilities at PT. Petrosida Gresik. This risk assessment certainly requires risk assessors who are very experienced in their fields and is carried out with teamwork, which is expected to perfect the assessment.

## REFERENCE

- [1] Amiruddin & Zainal Saikin. (2004). *Pengantar Metode Penelitian Hukum*. Jakarta: PT. Raja Grafindo Persada.
- [2] Bakri, M. (2015). *Pengantar Hukum Indonesia Pembidangan dan Asas-asas Hukum*. Malang: UB Press.
- [3] Djamali, R. Abdoel. (2017). *Pengantar Hukum Indonesia*. Jakarta: PT. Rajagrafindo Persada.
- [4] Ichsan, Nursyamsi & Muh. Ramli. (2022). *Hukum Perjanjian dan Bisnis*. West Pasaman: CV. Azka Pustaka.
- [5] Interview with Muchsin Al Basyar. (2023). Position of the Bad Debt Collection Staff. On September 21, 2023, at 10.05 WIB at PT Petrosida Gresik.
- [6] Interview with Sindy Charismia S. (2023). Position of Secretary of Accounts Receivable Collection. On September 21, 2023, at 11.15 WIB at PT Petrosida Gresik.
- [7] Muhaimin. (2020). *Metode Penelitian Hukum*. Mataram: Mataram University Press.
- [8] Nugraha, I Made Juliawan W, Komang Febriyanti D, & I Nengah S. (2022) *Upaya Penyelesaian Wanprestasi yang Dilakukan Pelanggan terhadap PT. Mensana dalam Perjanjian Jual Beli Obat Ternak di PT. Mensana*, Journal Komunitas Yustisia Vol 5 (1). <https://doi.org/10.23887/jatayu.v5i1.45943>
- [9] P, Dhody Ardi, Onny Setiani, & Yusniar H. D. (2021) *Studi Literatur: Pengaruh Paparan Pestisida Terhadap Gangguan Kesehatan Petani*, Journal Riset Kesehatan Poltekkes Depkes Bandung Vol 13 (1). <https://doi.org/10.34011/juriskesbdg.v13i1.1840>

- [10] S, Salim H, & Erlies Septiana Nurbani. (2013). *Penerapan Teori Hukum Pada Penelitian Tesis dan Disertasi*. Jakarta: RadjaGrafindo Persada.
- [11] Silalahi, Eldian Alfiyanda & Syamsul Bahri. (2022) *Wanprestasi dalam Pelaksanaan Perjanjian Kerja antara Pekerja dengan Perusahaan di Bidang Jasa (Studi Pada PT Rajawali Bhirawa Sejahtera)*, Journal Ilmiah Mahasiswa Bidang Hukum Keperdataan Fakultas Hukum Universitas Syiah Kuala Vol 6 (4). Retrieved from <https://jim.usk.ac.id/perdata/article/view/2289>
- [12] Simatupang, Apriani, Etyca Rizky Yanti, & Nuke Mardila. (2021) *The Credit Management of Ownership House to Minimize Non Performing Loan on PT. Bank Tabungan Negara, Tbk*, Journal Pemikiran dan Penelitian Administrasi Bisnis dan Kewirausahaan Vol 6 (1). <https://doi.org/10.24198/adbisprneur.v6i1.28185>
- [13] Suharnoko. (2004). *Hukum Perjanjian Teori dan Analisis Kasus*. Jakarta: Kencana.
- [14] W, Nugrahini S, & Suwandi S. S. (2021) *Pengelolaan Penggunaan Pestisida Dalam Mendukung Pembangunan Berkelanjutan di Indonesia*, Journal Sosial Ekonomi Pertanian dan Agribisnis Vol. 18 (1). <https://doi.org/10.20961/sepa.v18i1.47297>
- [15] Yahman. (2021). *Batas Pembeda Wanprestasi dan Penipuan dalam Hubungan Kontraktual*. Surabaya: CV. Jakad Media Publishing.
- [16] Zakiyah. (2017). *Hukum Perjanjian Teori dan Perkembangannya*. Yogyakarta: Lentera Kreasindo.