

## ABSTRAK

### TINJAUAN YURIDIS WANPRESTASI PADA PERJANJIAN PROYEK *BASE TRANSCIVER STATION (BTS) 4G* (Studi Putusan Nomor: 627/Pdt.G/2023/PN JKT.SEL)

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Fenomena wanprestasi di Indonesia terjadi di berbagai sektor dan sering menimbulkan kerugian negara, salah satunya dalam proyek infrastruktur strategis seperti pembangunan BTS 4G. Penelitian ini mengkaji bentuk wanprestasi, dasar pertimbangan hakim, serta akibat hukum dalam Putusan Pengadilan Negeri Jakarta Selatan Nomor 627/Pdt.G/2023/PN JKT.SEL. Tema ini dipilih karena sengketa proyek telekomunikasi memiliki nilai strategis dan kompleksitas hukum tinggi, sehingga menuntut kepastian hukum terkait pemenuhan prestasi para pihak. Rumusan masalah dalam penelitian adalah bagaimana bentuk wanprestasi dalam perjanjian atau putusan proyek *Base Transceiver Station (BTS) 4G*?, bagaimana dasar pertimbangan hakim dalam pemutusan perkara dalam putusan (Studi Putusan Nomor: 627/Pdt.G/2023/PN JKT.SEL)? dan apa akibat hukum dalam pemutusan perkara pada proyek *Base Transceiver Station (BTS) 4G* dalam putusan (Studi Putusan Nomor: 627/Pdt.G/2023/PN JKT.SEL).

Penelitian ini merupakan penelitian normatif dengan tipe deskriptif yang menggunakan pendekatan kasus dan perundang-undangan. Sumber data berupa data sekunder yang meliputi bahan hukum primer, sekunder, dan tersier, yang dikumpulkan melalui studi pustaka dan studi dokumen. Data diolah melalui pemeriksaan, penandaan, dan penyusunan data, kemudian dianalisis secara kualitatif.

Hasil penelitian menunjukkan bahwa wanprestasi dalam proyek BTS 4G sebagaimana Putusan PN Jakarta Selatan Nomor 627/Pdt.G/2023/PN JKT.SEL terjadi karena Tergugat I dan II tidak membayar Rp1.039.600.000 meskipun Penggugat telah menyelesaikan pekerjaan sesuai perjanjian, sehingga unsur ingkar janji Pasal 1238 KUHPerdara terpenuhi. Namun, hakim menitikberatkan pada aspek formil, yaitu ketidaklengkapan *surat kuasa*, sehingga gugatan dinyatakan *niet ontvankelijk verklaard*, artinya Penggugat kehilangan *legal standing* dan dibebani biaya perkara, sementara Tergugat terbebas dari tuntutan ganti rugi. Kasus ini menegaskan bahwa kepatuhan terhadap prosedur hukum (*procedural justice*) sama pentingnya dengan pembuktian materiil dalam penyelesaian sengketa wanprestasi proyek BTS 4G.

**Kata Kunci:** *Wanprestasi, Proyek BTS 4G, Tanggung Jawab Kontraktual.*

## **ABSTRACT**

### ***JURIDICAL REVIEW OF BREACH OF CONTRACT IN THE AGREEMENT OF THE 4G BASE TRANSCEIVER STATION (BTS) PROJECT (A STUDY OF DECISION NUMBER: 627/PDT.G/2023/PN JKT.SEL)***

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*The phenomenon of breach of contract in Indonesia occurs across various sectors and often results in state financial losses, including in strategic infrastructure projects such as the construction of 4G Base Transceiver Stations (BTS). This study examines the forms of breach of contract, the legal considerations of judges, and the legal consequences arising from the Decision of the South Jakarta District Court Number 627/Pdt.G/2023/PN JKT.SEL. This topic was selected due to the strategic value and high legal complexity of disputes in telecommunication infrastructure projects, which demand legal certainty, particularly regarding the fulfillment of contractual obligations. The research problems focus on identifying the forms of breach of contract in the 4G BTS project agreement or court decision, analyzing the basis of judicial considerations in the ruling (Case Study of Decision Number 627/Pdt.G/2023/PN JKT.SEL), and examining the resulting legal consequences.*

*This study employs a normative legal research method with a descriptive approach, utilizing case and statutory approaches. The data sources consist of secondary data, including primary, secondary, and tertiary legal materials, collected through literature and document studies. Data processing was conducted through data verification, classification, and organization, followed by qualitative analysis.*

*The findings indicate that the breach of contract in the 4G BTS project, as reflected in the Decision of the South Jakarta District Court Number 627/Pdt.G/2023/PN JKT.SEL, occurred because Defendants I and II failed to pay IDR 1,039,600,000 despite the Plaintiff having completed the work in accordance with the agreement, thereby fulfilling the elements of default under Article 1238 of the Indonesian Civil Code. However, the judges emphasized formal procedural aspects, namely the incompleteness of the power of attorney, resulting in the claim being declared inadmissible (*niet ontvankelijk verklaard*). Consequently, the Plaintiff lost legal standing and was burdened with court costs, while the Defendants were released from liability for damages. This case underscores that compliance with procedural justice is as crucial as substantive proof in resolving breach of contract disputes in 4G BTS projects.*

**Keywords:** *Contractual Default, 4G BTS Infrastructure Project, Legal Liability in Contract.*