

## **PRINSIP EXCEPTIO NON ADIMPLETI CONTRACTUS DALAM PUTUSAN SENGKETA WANPRESTASI DI INDONESIA**

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### **INTISARI**

Penelitian ini bertujuan untuk menganalisis penerapan prinsip *exceptio non adimpleti contractus* dalam putusan sengketa wanprestasi di Indonesia, serta menganalisis pengaruh penerapan prinsip *exceptio non adimpleti contractus* dalam upaya mencapai keadilan bagi para pihak dalam sengketa wanprestasi.

Penelitian ini merupakan penelitian hukum normative yang bersifat deskriptif. Dengan menggunakan data sekunder yang didapat melalui bahan hukum primer, sekunder dan tersier yang diperoleh dari studi dokumen dan didukung dengan wawancara narasumber. Data yang didapatkan dianalisis secara kualitatif dan data disajikan secara deskriptif.

Berdasarkan dari hasil penelitian menunjukkan bahwa dalam 5 (lima) putusan, 2 (dua) putusan menerima sedangkan 3 (tiga) putusan menolak penerapan prinsip *exceptio non adimpleti contractus*. Dasar pertimbangan hakim dalam menerima prinsip *exceptio non adimpleti contractus* karena penggugat telah terbukti wanprestasi terlebih dahulu dalam pelaksanaan perjanjian. Dasar pertimbangan hakim menolak penerapan prinsip *exceptio non adimpleti contractus*, karena pihak tergugat terbukti telah melakukan wanprestasi terlebih dahulu. Pengaruh penerapan prinsip *exceptio non adimpleti contractus* dalam sengketa wanprestasi yaitu bahwa perjanjian yang dilakukan oleh para pihak adalah perjanjian timbal balik, adanya eksepsi dari penggugat dan tergugat, serta interpretasi hakim terkait dengan wanprestasi yang dilakukan para pihak.

**Kata kunci:** *exceptio non adimpleti contractus*, wanprestasi, putusan pengadilan, keadilan.

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***THE PRINCIPLE OF EXCEPTIO NON ADIMPLETI CONTRACTUS IN  
CONTRACT DISPUTE DECISIONS IN INDONESIA***

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**ABSTRACT**

*This study aims to analyze the application of the principle of exceptio non adimpleti contractus in breach of contract dispute decisions in Indonesia, as well as to examine its influence in efforts to achieve justice for the parties involved in such disputes.*

*This research is a normative legal study with a descriptive approach. It uses secondary data obtained from primary, secondary, and tertiary legal materials through document study and is supported by interviews with key informants. The data were analyzed qualitatively and presented descriptively.*

*The results of the study show that out of five court decisions analyzed, two accepted the application of the exceptio non adimpleti contractus principle, while three rejected it. The judges' consideration for accepting the principle was based on the fact that the plaintiff was proven to have committed a breach of contract first. On the other hand, the judges rejected the application of the principle when the defendant was proven to have breached the contract first. The influence of the exceptio non adimpleti contractus principle in breach of contract disputes lies in the fact that the agreements between the parties are reciprocal in nature, the existence of exceptions raised by both plaintiffs and defendants, and the judge's interpretation regarding the breach committed by the parties.*

**Keywords:** *exceptio non adimpleti contractus, breach of contract, court decision, justice.*

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