



Juridical analysis of breach of contract resolution in rural bank credit agreements

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ABSTRACT

This research aims to analyze the compliance of the Pandeglang District Court Decision No. 28/Pdt.G.S/2024/PN Pdl with Article 1239 of the Indonesian Civil Code (KUHPerdata) and to examine the judges' legal considerations in resolving a breach of contract dispute in a credit agreement between a Rural Bank (BPR) and its debtor. This study employs a normative-empirical legal research method, combining statutory and case law analysis with field data obtained through court observation and interviews with judges and stakeholders. The study contributes theoretically by strengthening the understanding of contract law enforcement, particularly in verdicts rendered in absentia, and practically by providing guidance for judges and BPR institutions to ensure fair and consistent application of civil law. It also offers a methodological contribution by integrating normative and empirical approaches in assessing judicial decision making. This research is important because it ensures that judicial decisions in breach of contract cases reflect legal certainty, fairness, and consistency with civil law principles, especially in verdicts rendered in absentia.

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1. Introduction

Credit agreements form a cornerstone of modern economic relations, establishing legally binding rights and obligations between creditors and debtors (Subekti, 2014). In Indonesia, Rural Banks (Bank Perkreditan Rakyat - BPR) hold a particularly strategic position as financial intermediaries, channeling credit to micro, small, and medium enterprises to foster local economic growth and financial inclusion (Hs, 2013). However, the implementation of credit agreements is not always smooth. In practice, debtors frequently fail to meet their obligations as agreed, resulting in breach of contract (wanprestasi) and disputes that require legal resolution. These defaults have significant consequences: they not only cause financial loss for creditors but also threaten the liquidity and solvency of BPRs, potentially undermining public trust in rural banking institutions (Fuady, 2011). At the same time, excessively rigid enforcement of creditor

rights may jeopardize the protection of debtors, raising concerns about fairness, proportionality, and access to justice (Harahap, 2012).

Legal scholarship has long emphasized the centrality of contractual performance and remedies in private law (Hs, 2016). According to Fuller & Perdue (1936), contract law serves to protect the “expectation interest” of the promisee by ensuring that agreements are carried out as intended (Badruzaman, 2001). The principle of *pacta sunt servanda* that agreements must be honored forms the normative foundation of contract enforcement, while doctrines such as good faith and reasonableness operate as correctives to prevent abuse. In Indonesia, Articles 1239 and 1243 of the Civil Code codify the obligation to perform in good faith and the right to seek damages in the event of non-performance (Mertokusumo, 1996). Similar principles are found internationally, such as in the UNIDROIT Principles of International Commercial Contracts (2016), which define non-performance broadly and provide remedies including performance, termination, and damages (Muhammad, 2008).

Nevertheless, many prior studies on breach of credit agreements in Indonesia focus predominantly on normative legal analysis and statutory interpretation, with limited attention to how courts apply these principles in practice. For instance, they often fail to examine whether judges properly assess evidence, identify the elements of breach (such as lateness, incomplete performance, or refusal to perform), and ensure that decisions reflect not only formal legal certainty but also substantive justice (Fuady, 2003). As Macneil’s Relational Contract Theory suggests, contracts are not static instruments but evolving relationships shaped by cooperation and trust; thus, adjudication should balance strict enforcement with contextual fairness (Macneil, 1980). This highlights a gap in existing research namely, the lack of empirical studies that connect legal doctrine to actual judicial reasoning and outcomes.

This study seeks to fill that gap by conducting a comprehensive juridical analysis of Pandeglang District Court Decision No. 28/Pdt.G.S/2024/PN Pdl, a case involving a breach of credit agreement between a BPR and its debtors. The research focuses on three aspects: (1) assessing the decision’s compliance with Article 1239 of the Civil Code, (2) analyzing the judges’ reasoning (*ratio decidendi*) in establishing the presence of breach, and (3) evaluating whether the ruling adequately protects the legal interests of both creditors and debtors. The methodology employs a normative-empirical approach, combining doctrinal legal research (statutes, doctrine, and jurisprudence) with field data through court observation and interviews (Putri et al., 2024).

This particular decision was chosen because it represents a contemporary and relevant example of how lower courts handle breach of credit agreements in the context of BPR operations, where judicial reasoning directly affects both financial stability and the balance between creditor and debtor protection. Moreover, the verdict was rendered in *absentia*, raising crucial questions about the fulfillment of substantive justice in civil dispute resolution.

The specific gap this study addresses lies in the inconsistency between the theoretical obligations under Article 1239 KUH Perdata and their practical enforcement in credit disputes. In many cases, courts fail to provide a clear legal reasoning when debtors are absent (*in absentia*), leading to uncertainty regarding how breach elements are proven and how proportional remedies are determined. This research focuses on clarifying that gap by analyzing whether judges’ considerations align with the fundamental principles of contractual liability and fairness.

The novelty of this study lies in bridging the gap between legal theory and judicial practice by offering a dual-level analysis normative compliance and empirical examination of court procedures and decisions. This approach not only enriches the understanding of how breach of contract cases are adjudicated in Indonesia but also provides a more nuanced view of the challenges faced by rural banks and debtors in seeking justice (Badruzaman, 1994).

The scientific contribution of this research is twofold: first, it introduces an empirical dimension to the analysis of credit agreement breaches, moving beyond purely doctrinal studies by integrating direct court observation and stakeholder interviews. Second, it develops an analytical framework that combines Article 1239 KUHPerdata with judicial reasoning patterns, offering a more realistic and applicable model for evaluating contract enforcement in Indonesia's banking sector. This makes the study both theoretically original and practically relevant compared to previous normative research.

The significance of this research is twofold. First, it contributes to the academic discourse on contract enforcement and dispute resolution by providing a case-based evaluation of judicial reasoning and its alignment with legal norms. Second, it offers practical insights for policymakers, financial institutions, and legal practitioners to design fairer, more efficient mechanisms for handling credit defaults thus promoting both legal certainty and social justice (Sjahdeini, 1999). By identifying the strengths and weaknesses of the court's decision, this study aims to support the development of a more balanced credit dispute resolution system that safeguards creditor rights without neglecting debtor protection.

2. Method

This study employs a normative juridical and empirical juridical approach. The normative juridical approach is used to analyze civil law provisions governing contracts, breach of contract (*wanprestasi*), and dispute resolution mechanisms as stipulated in Articles 1238–1267 of the Indonesian Civil Code (KUH Perdata) and banking regulations (Nadiffa & Saebani, 2024). This approach is crucial to determine whether the decision of the Pandeglang District Court Number 28/Pdt.G.S/2024/PN Pdl complies with positive law and the principle of *pacta sunt servanda*. Meanwhile, the empirical juridical approach is applied to examine how these legal norms are implemented in practice by reviewing court proceedings, analyzing case files, and conducting interviews with judges and relevant parties to obtain a factual picture of breach-of-contract dispute resolution (Rahardjo, 2009).

The data used in this research consist of both primary and secondary data. Primary data were obtained through interviews with the presiding judge and direct observation of case files and trial proceedings (Soekanto & Mamudji, 2011). Secondary data were gathered from primary legal sources, including the Civil Code and the Banking Law, the official court decision, legal literature, academic journals, and previous studies on similar topics (Wiraguna, 2024). Data collection was carried out through library research, observation, unstructured interviews, and documentation, which included credit agreements, demand letters, and court rulings (Marzuki, 2017).

The data were analyzed qualitatively using the Miles, Huberman, and Saldana model, which involves data condensation, data display, and conclusion drawing (Soekanto, 1986). Data condensation was carried out by filtering and categorizing information relevant to breach of contract, while data display was presented descriptively to illustrate dispute resolution patterns (Sofwan, 2005). Conclusions were then drawn prescriptively by aligning legal norms with empirical findings. To ensure the validity of the research, triangulation was applied both source triangulation, by comparing information from judges, creditors, and debtors, and method triangulation, by cross-checking interview data with legal documents (Mertokusumo, 2009).

This methodology directly addresses the research problem, namely assessing whether the court's decision is in line with civil law provisions and analyzing the judges' legal considerations in resolving breach of contract cases (Yanova et al., 2023). The findings are thus expected not only to answer theoretical questions but also to provide practical contributions to strengthening legal certainty and protecting the rights of parties in credit agreements.

Although this research integrates both normative and empirical elements, it is primarily doctrinal in nature, emphasizing legal analysis of statutes and judicial reasoning, while the empirical component – interviews and observations – serves as supporting data to contextualize

judicial practice. The interviews were conducted within a single representative case (Decision No. 28/Pdt.G.S/2024/PN Pdl), rather than across multiple cases, to allow for in-depth exploration of judicial reasoning.

Only the presiding judge was interviewed because he was directly responsible for drafting and issuing the decision, thereby possessing the most comprehensive understanding of the legal reasoning, procedural considerations, and interpretative choices made during adjudication. Interviewing the presiding judge ensures data relevance and accuracy regarding the judicial thought process, which is central to this study's objectives.

To ensure the reliability of data obtained from unstructured interviews, the researcher verified the judge's statements through cross-checking with official case documents, hearing minutes, and the written decision. This triangulation process minimizes subjectivity and ensures that the interview serves as a valid complement to the normative data rather than a sole evidence source.

While the research design initially included plans to interview both creditors (BPR representatives) and debtors, access limitations restricted the empirical data to judicial perspectives. Therefore, the inclusion of creditor and debtor viewpoints remains a methodological plan rather than fully realized data collection. This limitation is acknowledged to maintain transparency regarding data scope.

Although the study is based on a single decision, it is considered representative because it reflects common patterns of breach-of-contract adjudication in credit disputes involving Rural Banks (BPR). The case typifies recurring issues such as *in absentia* proceedings, debtor default, and judicial interpretation of Article 1239 KUHPerdara. However, the researcher acknowledges that broader generalizations require further comparative analysis with additional cases to enhance external validity.

To ensure the strength of primary data despite the single-case focus, the study triangulates multiple perspectives—judges, BPR representatives, and debtors—alongside official documents and procedural records. Triangulation in this context is achieved by verifying the consistency between interview statements and written judicial reasoning. Moreover, explicit indicators are employed to assess compliance with Article 1239 KUHPerdara, including (1) the existence of a binding contract, (2) identification of breach elements, (3) calculation of damages, and (4) evaluation of good faith in performance and enforcement.

3. Analysis and Results

The findings of this study indicate that the decision of the Pandeglang District Court Number 28/Pdt.G.S/2024/PN Pdl aligns with the provisions of Article 1239 of the Indonesian Civil Code (KUHPerdara), which regulates obligations to perform a certain act or refrain from doing something. The court ruled that the debtors' failure to fulfill their payment obligations under the credit agreement constituted a breach of contract (*wanprestasi*), thus granting the creditor Bank Perekonomian Rakyat (BPR) the right to seek compensation, including repayment of the outstanding principal, interest, and legal costs. This demonstrates the court's commitment to the principle of *pacta sunt servanda*, reinforcing the binding nature of valid agreements (Muhammad, 2009).

Another key finding is that the decision considered not only the contractual text but also the proportionality of the creditor's claims, ensuring that the ruling did not unduly harm the debtor beyond what was stipulated in the contract. This suggests a judicial tendency toward balancing the interests of creditors and debtors, in line with the principle of fairness in contractual relations. The study also highlights the role of prior warnings (*somasi*) and procedural compliance by the creditor as prerequisites before litigation, confirming that legal remedies are only justified once extrajudicial settlement efforts have failed.

Compared to previous studies, such as those by Nuralisha & Mahmudah (2023) and Sectionardo et al. (2024), which focus on general legal liability and verstek decisions when the debtor's whereabouts are unknown, this research contributes a more nuanced analysis of cases where the debtor is present but in default. Unlike Yahman's (2021) work, which explores conceptual distinctions between breach of contract and fraud, this study provides an applied judicial perspective by closely examining a concrete court ruling and its legal reasoning. This practical emphasis helps bridge the gap between doctrinal legal studies and real-world dispute resolution practices.

Overall, the findings strengthen the argument that judicial decisions in credit agreement disputes must balance strict adherence to legal provisions with considerations of justice and economic fairness, offering valuable recommendations for both legal scholars and banking practitioners seeking to improve risk management and dispute resolution mechanisms.

3.1. Mechanism for Compliance of Civil Decision Number 28/Pdt.G.S/2024/PN Pdl with the Provisions of Article 1239 of the Civil Code

The Pandeglang District Court's decision, Number 28/Pdt.G.S/2024/PN Pdl, is a concrete example of a BPR's default dispute resolution against debtors Jon Hendri and Ina Martiana. In an interview with Ms. Anna Maria Stephani Siagian, S.H., M.H., Judge at the Pandeglang District Court, in case number 28/Pdt.G.S/2024/PN Pdl, she stated:

"Although Article 1239 is not explicitly mentioned in the ruling or considerations of the decision, the legal substance used by the Panel of Judges remains based on the principles of default as stipulated in that article. The core of the case concerns the defendant's failure to fulfill an obligation to perform an action, namely fulfilling payment obligations as agreed upon, so the element of negligence or default is central to the legal considerations."

In this case, the panel of judges declared the defendant in default for failing to repay the loan as agreed, and ordered payment of the principal, interest, and court costs. This decision affirms the principle of *pacta sunt servanda* and establishes Article 1239 of the Civil Code as the legal basis, even though it is not explicitly mentioned in the decision.

However, a critical analysis shows that the judge's considerations were not fully comprehensive. Elements of default, such as error, negligence, and causal relationships, were not detailed, raising doubts about the fulfillment of the principle of legal certainty. The default mechanism based the decision solely on the plaintiff's evidence without considering the debtor's reasons, including the possibility of force majeure. Furthermore, the decision requiring a lump sum payment was deemed insufficient to consider the principle of proportionality and the purpose of restitution in *integrum*, which should restore the original situation, not merely punish the debtor (Harahap, 2012).

Evidence of the debtor's good faith (*itikad baik*) could have been demonstrated through partial repayments, attempts to negotiate payment extensions, or responses to the creditor's formal warnings (*somasi*). However, such actions were not mentioned in the case file or judgment, suggesting that the court did not thoroughly evaluate whether the debtor had made any genuine effort to fulfill their obligations before being declared in default. This omission limits the decision's capacity to distinguish between willful default and inability to pay due to economic hardship.

This decision also failed to elaborate on the credit agreement clauses in substantial detail and did not address the debtor's good faith. This potentially creates a precedent that default is sufficient proof of failure to fulfill obligations, without thoroughly examining the elements of malicious intent or negligence. From the perspective of contract and decision theory, this diminishes the pedagogical dimension of decisions and weakens the court's role in providing legal education to the public (Setiawan, 2021).

Compared with previous research, this finding provides a more critical analysis of judges' considerations, not only in terms of procedural formalities but also aspects of contractual fairness and the application of Article 1239 of the Civil Code. This research fills a gap in the literature by highlighting the importance of explicitly analyzing the elements of default, applying the principle of proportionality, and the need to consider the debtor's good faith and capacity in credit dispute decisions.

3.2. The Panel of Judges' Legal Consideration Mechanism in Default Cases According to Decision Number 28/Pdt.G.S/2024/PN Pdl

In Pandeglang District Court Decision Number 28/Pdt.G.S/2024/PN Pdl, the Panel of Judges declared the credit agreement between the plaintiff and defendant valid and legally binding, and that a breach of contract had been proven, as the defendant had been in arrears since the third month, totaling Rp19,110,212.00.

In an interview with Ms. Anna Maria Stephani Siagian, S.H., M.H., Judge at the Pandeglang District Court, in case number 28/Pdt.G.S/2024/PN Pdl, she stated: "In any default dispute, the first thing to consider is the validity of the agreement as the basis for the claim." In this case, the Credit Agreement between the Plaintiff and the Defendants was examined from a formal and material perspective in accordance with Article 1320 of the Civil Code. The judge then examined whether a breach of contract had occurred. In this case, the plaintiff failed to pay the first two months' loan installments. However, the judge determined that the elements of a breach of contract as stipulated in Article 1243 of the Civil Code had been met.

The plaintiff's evidence was deemed valid and irrefutable, while the defendants failed to provide evidence to refute the plaintiff's argument. Therefore, the panel ordered the defendants to pay the remaining principal and interest.

However, a critical analysis revealed that the panel's considerations focused too heavily on formal aspects, namely the validity of the agreement and the plaintiff's unilateral evidence, without thoroughly examining the implementation of the agreement, the possibility of *force majeure*, or the reasons for the late payment. The legal considerations also failed to explicitly outline elements of a breach of contract, such as error, negligence, and causal relationships, potentially raising doubts about legal certainty (Mulyadi, 2023).

Based on the case records and interview findings, there was no concrete indication of *force majeure* on the debtor's part. The debtor did not submit any evidence of unforeseeable events or external factors beyond control that could justify non-performance. Therefore, the reference to *force majeure* in this analysis is merely a hypothetical consideration by the author, not a factual finding arising from the trial process.

Furthermore, the verdict mandates a lump sum payment, which is deemed insufficient to consider the principle of proportionality and the defendant's economic capacity. Alternatives such as rescheduling or credit restructuring should be considered so that the verdict not only restores the plaintiff's rights but also maintains the continuity of the contractual relationship and prevents more serious defaults.

The verdict also fails to address the possibility of awarding additional damages as a deterrent for debtors who are willfully negligent. This lack of consideration leads the verdict to tend solely to recover material losses without providing a strong deterrent signal against contractual breaches.

From the standpoint of educational legal reasoning (*educatief rechtspraak*), the decision could have served as a valuable means of public legal education. Ideally, the panel of judges should articulate in their considerations not only the legal grounds for the decision but also explanatory reasoning about the importance of fulfilling contractual obligations, maintaining good faith, and understanding the legal consequences of *wanprestasi*. Such elaboration would

enhance the court's pedagogical role in shaping public awareness of responsible credit behavior and fostering compliance with civil law principles.

As to whether these findings can represent credit dispute resolution practices in Indonesia, this case can be considered partially representative. It reflects common patterns in how District Courts adjudicate BPR-related credit defaults – particularly in emphasizing formal validity and creditor evidence. However, since the data derive from a single jurisdiction, the generalization must be made cautiously. Broader comparative research involving multiple regions or higher court rulings (such as appeals and cassation) is necessary to confirm whether similar reasoning and proportionality assessments are consistently applied across Indonesia.

Therefore, while this verdict formally complies with Articles 1239 and 1243 of the Civil Code, there is substantial room for improvement to make the legal considerations more comprehensive, taking into account aspects of justice and the debtor's capacity, and providing a more optimal deterrent effect.

4. Conclusion

This study distinguishes itself from previous research by integrating a dual-level juridical approach combining doctrinal (normative) analysis with empirical observation of court practices. While earlier studies on breach of credit agreements in Indonesia primarily focused on the interpretation of legal norms, this research goes further by examining how judges actually apply Article 1239 of the Civil Code in real court proceedings through case analysis, observation, and judicial interviews. This provides an in-depth understanding of the relationship between legal theory and judicial behavior in credit dispute resolution. The results reveal that, although the Pandeglang District Court's Decision No. 28/Pdt.G.S/2024/PN Pdl is largely consistent with Article 1239 KUHPerdata, certain substantive aspects—such as the assessment of negligence, proportionality, and good faith—remain underdeveloped. These findings contribute practical value for different stakeholders. For judges, the study offers evaluative insights for improving the comprehensiveness and educational quality of legal reasoning (*edukatif rechtspraak*). For legal practitioners, it provides guidance on the evidentiary and procedural standards necessary to balance creditor-debtor rights fairly. For academics, it enriches doctrinal discourse by linking abstract legal principles to empirical judicial practice, serving as a foundation for future comparative and reform-oriented research in civil adjudication.

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