



Legal Protection Regarding Losses Due To Default In Business Agreements In Office Stationery Companies

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Abstract

Background. This research examines the problem of default in business agreements at office stationery companies, particularly violations of contract clauses such as late delivery, non-compliance with goods, and violations of distribution area exclusivity.

Aims. The main issues studied are forms of default and legal protection mechanisms for injured parties. This research aims to comprehensively analyze forms of default and legal protection efforts that can be taken in business practices.

Methods. The method used is a normative juridical approach combined with an empirical approach through case studies. Data was obtained from statutory regulations, literature, and field data through interviews, observation, and documentation, then analyzed qualitatively using descriptive-analytical methods.

Result. The research results show that default occurs in various forms, namely non-fulfillment of obligations, delays in implementation, non-performance, and violations of exclusivity clauses. The impacts include material and immaterial losses, including decreased sales and loss of consumer confidence.

Conclusion. Legal protection can be achieved through non-litigation or litigation, such as negotiation, mediation, and compensation claims.

Implementation. However, implementation has not been optimal due to weaknesses in contract preparation. Therefore, clearer contracts, strict sanctions and effective dispute resolution mechanisms are needed to ensure legal certainty and the continuity of business relationships.

Keywords: Default, Legal Protection, non-litigation



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INTRODUCTION

Indonesia is a state of law, according to Article 1, paragraph 3 of the 1945 Constitution of the Republic of Indonesia. As a result of the proclamation, all activities of the Indonesian

community in the economic, social, and cultural fields must now comply with applicable laws.

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A default agreement is a legal action that causes legal consequences in accordance with the will of the parties who made it. According to Subekti, an agreement occurs when a person promises to another person, or when two parties bind themselves to do something. For the agreement to be valid, the conditions stipulated in Article 1320 of the Civil Code must be met: mutual agreement, legal capacity of the parties, a clear object, and a lawful purpose. If these four conditions are met, the agreement becomes legally binding, equivalent to the law for the parties. (Subekti, 2018)²

Article 1238 of the Civil Code (Civil Code), default occurs if the company does not fulfill its obligations after being summoned or after the deadline specified in the agreement has passed. Default can be caused by accident or intent and can lead to legal consequences, such as claims for compensation or cancellation of contracts.³

The article *Legal Analysis of Default in the Distributor Appointment Agreement* (JIHHP, 2025) specifically examines the West Jakarta District Court's Decision No. 218/Pdt.G/2023/PN Jkt.Brt regarding the distribution of foodstuffs. This case illustrates specific defaults in the form of delay and partial non-fulfillment of payment, namely, failure to pay Rp144 million after the PO and summons, without touching on other aspects such as product quality or regional boundaries. Disputes are resolved through litigation with documentary evidence in court. The judge's decision granted material damages of Rp352 million based on Article 1238 paragraph (2) of the Civil Code, but rejected immaterial damages due to insufficient evidence, as well as refused the execution of bail, dwangsom (non-monetary sanctions), and direct execution, which emphasized the urgency of the summons before litigation.⁴

In addition to successful litigation settlement, there is also settlement through non-litigation channels, which include mediation, arbitration, and negotiation, providing an alternative settlement that is more adaptive and does not require as much cost as the judicial process. These mechanisms can generally be resolved in less time than litigation and provide

¹ Journal of Social Sciences, "Al-Dalil" 2, no. 2 (2024): 78–85.

² Joshua Putra Dinata Naiborhu, "The Journal of the Legal Window," *Legal Window* 11, no. 1 (2024) (2024): 1–28, <https://ejournalwiraraja.com/index.php/FH/article/view/1956>.

³ Enjoying and Losing Rights, "Civil Code Burgerlijk Wetboek," 2014, 1–549.

⁴ Devita Vallensia et al., "Legal Analysis of Defaults in Distributor Appointment Agreements," *Journal of Law, Humanities and Politics* 5, no. 5 (2025): 4202–8, <https://doi.org/10.38035/jihhp.v5i5.4680>.

space for the parties to find a win-win, mutually acceptable solution without having to go through formal legal procedures that tend to be lengthy and complex.⁵

The violation in practice today is a unilateral agreement to cancel a business agreement with the office stationery company. This condition occurs when one of the parties to the agreement fails or neglects to fulfill its obligations under the agreement. Defaults arising from violations of non-competition/territorial clauses, or of exclusivity specifically relevant to the principal-distributor relationship (e.g., selling outside the territory or to alternative channels). And in the end, there is a loss due to the default

Introduction above. Based on the description, this study aims to comprehensively examine the various forms of default that occur in business contracts, especially in studies conducted by researchers on office stationery companies. In addition, this study aims to outline how legal protection procedures are provided to parties who suffer losses as a result of default, both through civil law provisions and through applicable dispute resolution efforts. Thus, this research is expected to contribute to a comprehensive understanding of the application of contract law principles, the principle of legal certainty, and the concept of legal protection in the context of the parties' business relations.

LITERATURE REVIEW

Business agreements

A business agreement is a fundamental legal instrument in economic activities, establishing an agreement between two or more parties to carry out or refrain from carrying out an action as a consequence of the agreement. Normatively, business contracts in Indonesia are based on the Civil Code (Burgerlijk Wetboek/KUHPerdata), which governs agreements and serves as the main source of the parties' rights and obligations. Under Article 1313 of the Civil Code, an agreement is defined as a legal act in which one or more persons bind themselves to another party to give something, do an act, or refrain from doing an act. Each agreement has the binding force of a law for the parties and is a valid agreement as long as it meets the conditions set out in the Civil Code, namely the parties' agreement, skill, certain objects, and halal causes (*causa legitima*). In the theory of business contracts, contracts are not only seen as administrative documents but also as legal relationships that give birth to entitlements and

⁵ Pahrudin Azis, Muhamad Kholid, and Nasrudin Nasrudin, "Comparison of Dispute Resolution Institutions: Litigation and Non-Litigation," *Qanuniya : Journal of Law* 1, no. 2 (2024): 11–21, <https://doi.org/10.15575/qanuniya.v1i2.896>.

obligations, as well as serving as a means to provide certainty and legal protection for business actors.⁶

From a modern economic and business perspective, business contracts function as a means of allocating risk and optimizing commercial relationships between parties who provide goods/services and those who receive rights to them. This theory emphasizes that a good contract must contain clear provisions on essential matters, including the scope of rights and obligations, prices, the timing of performance, penalty provisions, and dispute resolution procedures. Vagueness in contractual clauses is a classic source of disputes in business, including office stationery companies, which often deal with issues of supply, quality, and delivery times. This normative framework is then further elaborated in the principles of the agreement, which are the juridical basis for assessing the validity and performance of the contract.⁷

Basic Principles and Principles of the Agreement

The principles of agreement in Indonesian civil law are normative rules inherent in every contractual relationship. Understanding this principle is important because it is a juridical benchmark in assessing the interaction of parties in a business contract, for example, an office stationery company in entering into a contract with a supplier or distributor. Some of the principles that are often discussed in the legal literature are:

The Basics of the *Sunt Servanda* Pact

The principle of *of pacta sunt servanda* emphasizes that every legally made agreement has the force of law for the parties and must be implemented in good faith. This principle is the main foundation of business contracts, where the agreed agreement must be fulfilled consistently, unless there is a justified legal reason not to perform it (e.g., force majeure). Non-compliance with this principle is the forerunner of default.

The implementation of Law Number 13 of 2003 concerning Manpower confirms that the principle of *pacta sunt servanda* requires the fulfillment of obligations consistently, and violations require summons before material compensation, such as lost profits, as in the case of territorial exclusivity violations in this proposal⁸

⁶ Ratna Dewi et al., "Civil Law Studies on Business Contracts in Business Activities," *Action Research Literate* 8, no. 12 (2024): 3545–51, <https://doi.org/10.46799/ar.v8i12.2567>.

⁷ Dewi et al.

⁸ Irma Maulida, "Analysis of Legal Protection for Women Workers in Brebes Regency," *HERMENEUTICS : Journal of Law* 5, no. 1 (2021): 2021, <http://jurnal.unswagati.ac.id/index.php/HERMENEUTIKA>.

The Principle of Freedom of Contract

The parties are free to determine the content and form of the agreement, provided it does not conflict with applicable laws and regulations, public order, or principles of decency. The principle of freedom of contract allows the parties to formulate contract terms in accordance with their respective business needs, but is still limited by applicable legal norms to prevent clauses detrimental to one party from being imposed unilaterally.

The Basis of Good Faith

This principle requires that the parties must act honestly, protect each other's rights, and not commit fraud, deception, or manipulation in the process of making and executing contracts. Good faith is an ethical and juridical norm that the court observes in assessing defaults and efforts to resolve them.⁹

The Principle of Legal Certainty and Justice

Business contracts must provide legal certainty through clear and enforceable clauses while ensuring fairness for all parties. Legal certainty guarantees that, in the event of a dispute, a settlement can be reached on a strong and fair legal basis.

A thorough understanding of the principle is essential in business contracts because failure to comply with it can increase the risk of default and reduce the effectiveness of legal protection for the party that suffers a loss.

The fulfillment of the agreement's legal requirements must be accompanied by the preparation and implementation of a business agreement based on its legal principles. The principle of freedom of contract gives the parties the flexibility to determine the agreement's content and form according to their interests. The principle of consensualism emphasizes that a contract is born of the parties' agreement, while the principle of binding force treats the agreement as a rule that must be obeyed. The principle of good faith complements the entire principle by demanding honesty, propriety, and fairness in the implementation of business contracts.¹⁰

Definition and Form of Default

Concept of Default

⁹ Muhammad Habibi et al., "Rewang Rencang : Jurnal Hukum Lex Generalis. Vol.6. No.4 (2025) Theme/Edition : Civil Law (Fourth Month) <https://Jhlg.Rewangrencang.Com/>" 6, no. 4 (2025): 1–18.

¹⁰ Sorting Setia Fujiarti Dheyah Rahmawati, Adi Kristian Silalahi, "Rewang Rencang : Jurnal Hukum Lex Generalis. Vol.6. No.4 (2025) Theme/Edition : Civil Law (Fourth Month) <https://Jhlg.Rewangrencang.Com/>," *Rewang Rencang : Lex Generalis Law Journal* 6, no. 4 (2025): 4.

The term default in Indonesian law refers to the condition when one of the parties to an agreement does not perform a previously agreed obligation or achievement. Juridically, default is a breach *of contract* that can occur in various forms, including:

1. Didn't make any achievements at all.
2. Performing achievements but late *performance*.
3. Performing achievements but not in accordance with the promised quality or quantity.
4. Doing something prohibited by agreement or law (*prohibited performance*).¹¹

The basic criteria for default are the existence of a valid agreement and clear obligations, obligations that have not been fulfilled or improperly implemented, and the impact on other parties. In concept, default is a failure to implement a legal commitment that causes legal effects in the form of contractual legal liability. This phenomenon does not only occur in theory but also in business practices in various sectors, including trade cooperation agreements which empirically often find default disputes as a result of incompatibility in the performance of obligations with what is stated in the contract.¹²

From a business point of view, default not only has legal consequences, but also affects the stability of commercial relationships, company reputation, and financial risks, the party who commits the default can be held accountable in the form of compensation, forced to fulfill its obligations (*specific performance*), or the contract can be¹³ canceled.

Losses due to default

Losses arising from default are one of the critical issues in the study of business contracts. These losses are generally divided into two main categories:

Material Loss (*Material Loss*)

Material loss includes all financially measurable losses or expenses, such as the cost of replacing goods that are not of good quality, the cost of obtaining goods/services from another party at a higher price, and the loss of profit that would have been obtained if the contract had been fulfilled according to the terms (*lost profit*). In Indonesian civil law, compensation for material losses includes elements of actual *loss* and expected profits.

Immaterial Losses

¹¹ Dewi Sulistianingsih et al., "Juridical Consequences of Anticipatory Breach as a Form of Breach of Contract," *Journal of Indonesian Legal Studies* 9, no. 1 (2024): 131–54, <https://doi.org/10.15294/jils.vol9i1.4537>.

¹² Alsa Ahmad Kadafi, Rina Hastuti, and Mohammad Iqbal, "A Juridical Review of Breach of Contract in Commercial Cooperation Agreements in Indonesia," *Justice Insight* 1, no. 2 (2025): 50–55, <https://doi.org/10.70716/justin.v1i2.160>.

¹³ Kadafi, Hastuti, and Iqbal.

These losses include non-monetary aspects such as loss of business reputation, operational disruption, or damage to broader business relationships. Although it is more difficult to prove quantitatively, immaterial losses remain relevant in legal practice, especially if it can be shown that there is a real impact on the aggrieved party's business capacity.¹⁴

Academic studies emphasize that the determination of the amount of losses due to default must be based on the direct causality between default and loss, the principle of mitigation (the aggrieved party is obliged to take reasonable steps to reduce the loss), and strong documentary evidence to support the claim for damages. The determination of this loss is also the focus of many court decisions because it relates to the amount of fair and proportionate compensation.¹⁵

Legal Protection for Injured Parties

Legal protection for parties aggrieved by default can be pursued through various juridical and non-juridical mechanisms. Broadly speaking, these protection efforts include:

Litigation Efforts

The party that suffers a loss can file a claim through the District Court to obtain a judgment ordering the defaulting party:

1. Pay compensation.
2. Carry out specific *performance*, if still possible and according to the character of the contract.
3. Cancel the contract and restore it to its previous status.

Non-Litigation Efforts

Alternative dispute resolution such as mediation, negotiation, and arbitration are often pursued because they are faster, more efficient, and can maintain the business relationship between the parties. The terms of the dispute resolution clause in the contract often explicitly govern this mechanism.¹⁶

Legal protection theory

Subekti argues that the theory of legal protection has two main objectives, namely ensuring legal certainty (order) and realizing justice, In the context of an agreement, Subekti

¹⁴ Vallensia et al., "Legal Analysis of Defaults in Distributor Appointment Agreements." Journal of Legal Sciences, Economics and Politics E-ISSN 2747 1993 P ISSN-2747 2000

¹⁵ Ibid. Page12.

¹⁶ Azis, Kholid, and Nasrudin, "Comparison of Dispute Resolution Institutions: Litigation and Non-Litigation."

emphasizes that the law is binding on the parties as well as the law, so that every promise made must be fulfilled (the principle of *pacta sunt servanda*) Legal protection is provided to ensure that the rights and obligations in the agreement can be properly implemented, as well as to provide solutions in the event of default so that justice is maintained.¹⁷

Subekti emphasized that the law not only seeks to create a balance among competing interests but must also balance the demands of justice and legal certainty. Therefore, legal protection aims to ensure that each party receives fair treatment and can exercise their rights without interference from other parties.¹⁸

Previous Research

NO	Author & Year	Journal Title	Key Conclusions	Differences with Current Research	Source
1	L. Jornaini (2022)	Legal Review of Breach of Agreement Law ¹⁹	Finding a default in the drug distributor agreement and explaining that the settlement	This research is engaged in the pharmaceutical sector (drug distributor) and emphasizes practical ways to resolve disputes. Your research is in the office stationery sector and places more emphasis on normative analysis and legal protection of distributors' losses due to unilateral cancellation and breach of exclusive clauses in contracts.	No: 2777/SK/BA N-PT/Akred/S/X .Lian Jornaini. <i>Legal Review Of The Default Drug Distributor Agreement Between Pt Errita Pharma And Pt Harapan Raya Mandiri</i> (Thesis, Riau, 2022)p. 16.
2.	G.A. Adityana (2023)	Legal Protection for Distributors Related to Defaulting Resellers (JHM Unmas) ²⁰	Explain the legal protections for credit distributors when the reseller fails to meet its obligations. Distributors can demand	This research discusses the distributor-reseller relationship of credit with the main problem of resellers not paying, while your research discusses business contracts between principals and distributors of office stationery with problems of unilateral cancellation	Student Law Journal Volume. 03, Number 02, (2023) ISSN (Online): 2808-6864 Faculty Of Law Unmas

¹⁷ Subject. (1994). *Covenant Law*. Jakarta: PT Intermedia.

Pg. 1-3: Definition of agreement and principles *Pacta Sunt Servanda* (binding agreement as per law, Article 1338 of the Civil Code). Naiborhu, "Journal of Legal Window."

¹⁸ Subject. (1994). *Covenant Law*. Jakarta: PT Intermedia.

Pg. 1-3: Definition of agreement and principle of *pacta sunt servanda* (binding agreement such as law, Article 1338 of the Civil Code)

¹⁹ Arif Wicaksana and Tahar Rachman, "Legal Review of Default of Drug Distributor Agreement Between Pt. Errita Pharma and Pt. Harapan Raya Mandiri," *Angewandte Chemie International Edition*, 6(11), 951–952. 3, no. 1 (2018): 10–27, <https://medium.com/@arifwicaksanaa/pengertian-use-case-a7e576e1b6bf>.

²⁰ Putu Angga Pratama Sukma Gede Angga Adityana, "Legal Protection for Distributors Related to Defaulting Resellers (Study on PT Lian Media Persada Credit Distributors in Badung Regency) Gede," *Student Law Journal* 3, no. 2 (2023): 1211–24.

			compliance with agreements, cancellation, or compensation in accordance with Permendag 24/2021 and the Civil Code.	and violation of the exclusivity clause of the territory and material losses of distributors.	Denpasar Doi: https://doi.org/10.36733/jhm.v3i2 . https://ejournal.unmas.ac.id.A
3.	Ratna Dewi et al. (2024)	Civil Law Review of Business Contracts in Business Activities ²¹	Concluding that the Civil Code is still relevant as the basis for regulating business contracts, and emphasizes the importance of clear clauses regarding rights, obligations, penalties, and dispute resolution to prevent default.	This research is theoretical and general about business contracts without focusing on one specific case or field of business. Your research uses the theoretical basis specifically to analyze real-life cases of office stationery distribution contracts, highlighting losses due to defaults and legal protections for distributors.	Action Research Literate Vol. 8, No. 12, December 2024 ISSN: 2808-6988 3545

RESEARCH METHODS

Types of Research

This study uses a normative juridical approach equipped with empirical juridical elements through a field case study on distributors who move as office stationery, where it was found that the unilateral cancellation of the agreement due to the violation of the exclusivity clause by the principle was found. This approach is appropriate because it combines the analysis of the legal norms of the Civil Code (Article 1238 concerning default) with field findings such as mediation failures and material losses of distributors.

Types of Research Approaches

The statute *approach* is applied to examine the hierarchy of norms starting from the 1945 Constitution Article 1 paragraph (3) which reads "The State of Indonesia is a state of law", Article 1320 of the Civil Code "*the agreement of those who bind themselves, the ability to make an alliance, a certain subject matter, a cause that is not prohibited.*" (the legal condition of the agreement), up to Article 1338 which reads "*All agreements made in accordance with the law shall be binding on those who make them. The consent cannot be withdrawn except by the agreement of both parties, or for the reasons prescribed by law. Approval must be carried out in good faith.*", combined with a case *approach* in the field study of office stationery tributaries involving territorial and non-competition violations. The

²¹ Dewi et al., "Civil Law Study on Business Contracts in Business Activities."

conceptual approach is also used to analyze forms of default such as violations of exclusivity that lead to unilateral cancellation

Research Data Sources

Primary Data

Primary data was obtained directly from the original source through field collection techniques relevant to the distributor's case study, with the principle of in-depth interviews with the Supervisor of the Office Stationery Tributary as the aggrieved distributor, including the principal party, to explore the chronology of violations of the territorial exclusivity clause and the impact of material losses.

1. Office Stationery distributor loss figure document
2. Direct observation of the company's distribution business processes and internal decisions related to unilateral contract termination
3. Interview with the distributor

Secondary Data

Secondary data are sourced from legal materials and published literature to enrich normative and comparative analyses.

1. Laws and regulations such as the Civil Code (Article 1338 "Agreement is binding as a law", Article 1320 legal conditions for the agreement) of the 1945 Constitution Article 1 paragraph (3), as well as court decisions related to distribution contract disputes.
2. Legal reference books such as "The Law of Covenants" by Subekti (1994) and "The Civil Code of Burgerlijk Wetboek" (2024), which discuss the legal consequences of default.
3. Scientific journals include the 2024 Law Window Journal, Fiat Justisia Journal (Yulianto, 2016), Rewang Rencang Lex Generalis Law Journal (Habibi et al., 2025), and the Student Law Journal (Pratama et al., 2023), which analyzes similar cases of agent and distributor default

Research Object

The focus of this study is a company operating in the office stationery distribution business (ATK), with an emphasis on marketing branded products as a main commodity. The company acts as a distributor that connects producers (*principal*) with consumers in the market, both in the retail and wholesale segments. In carrying out its business activities, the company is bound by a legal relationship in the form of a business contract with the principal party,

which sets out the rights and obligations of each party, including provisions on the supply of goods, distribution systems, sales targets, and payment mechanisms.

The legal relationship between the distributor and the principal is a contractual relationship with binding force under civil law. The contract is the main basis in the implementation of the company's business activities, so that the continuity of operations is highly determined by the level of compliance of the parties with the content of the agreement. In this case, the distributor is obliged to distribute and market the product optimally, while *the principal* is responsible for providing the goods on time, in the required quantity, and of the required quality in accordance with the agreement.

Distributor companies carry out various operational activities, including inventory management, product distribution, and meeting changing consumer demands. All of these activities depend heavily on the smooth supply of goods from the principal. If there are obstacles in the delivery process or in the availability of goods, it will directly impact the company's ability to meet market needs. Therefore, supply chain continuity is an important element in maintaining sales stability.

In practice, the relationship between distributors and principals is not limited to the formal aspects of the contract but also encompasses dynamic business interactions, such as operational coordination, intensive communication, and adjustments to market conditions. However, in practice, inconsistencies often arise between the contract terms and the reality on the ground. These discrepancies can take the form of delivery delays, mismatches in the quantity of goods, or the unavailability of certain products.

This situation has the potential to result in default, a condition in which one of the parties fails to perform its obligations as agreed. In this study, the indication of default is evident in the disruption of the principal party's supply of goods, which impacts a decline in distributors' sales performance. This decline not only reflects economic aspects but also indicates legal problems in contract implementation.

Distribution companies also face challenges in maintaining consumer loyalty. When consumer needs cannot be met due to limited stock, consumers tend to switch to other products or competitors. This shows that the impact of a default is not only felt internally but also affects the company's position in the market.

This study employs a qualitative case study approach to gain a deep understanding of the phenomenon under study. Data collection is carried out through in-depth interviews, direct observations, and the review of relevant documents, such as sales data and business contracts. Through this approach, the study aims to thoroughly examine the legal protection mechanisms

for aggrieved parties and identify various forms of default in business practices. Thus, an overview of the object of this research is obtained as a basis for understanding legal problems arising from the non-fulfillment of contractual obligations.

Legal Material Analysis

The analysis was carried out qualitatively using a descriptive-analytical method, detailing legal norms, case facts, and implications for the aggrieved party's protection. The stages include the inventory of legal materials, the interpretation of regulations, the cross-appeal of field cases with doctrines such as *pacta sunt servanda*, and the drawing of juridical conclusions. This approach emphasizes the relationship among default, loss, and compensation mechanisms under the Civil Code.

DISCUSSION

Forms of Default in Business Agreements

The term "default" in Indonesian law refers to the situation in which one of the parties to an agreement fails to perform a previously agreed obligation or deliver a promised performance. Juridically, default is a breach *of contract* that can occur in various forms, including:

1. Not performing at all.
2. Performing achievements but late *performance*.
3. Performing achievements but not in accordance with the promised quality or quantity.
4. Doing something prohibited by agreement or law (*prohibited performance*).²²

The results of the study show that the forms of default in business contracts at office stationery companies can be classified into several categories, one of which is a violation of the exclusivity clause regarding the distribution area. These forms of violations do not stand alone but are interrelated and collectively contribute to the decline in the company's sales performance.

The main focus point in this study is the violation of the territorial exclusivity clause in business contracts. The territorial exclusivity clause generally stipulates that a distribution area may be managed by only one party, preventing internal competition among distributors in

²² Dewi Sulistianingsih et al., "Juridical Consequences of Anticipatory Breach as a Form of Breach of o Contract," *Journal of Indonesian Legal Studies* 9, no. 1 (2024): 131–54, <https://doi.org/10.15294/jils.vol9i1.4537>.

the same area. However, the research found that business partners violated this clause by selling products into territories that should be the exclusive rights of other parties.

Chronologically, this violation of the territorial exclusivity clause began in early 2024, when the company experienced a significant decline in the distribution of goods. Based on the results of an interview with Mas Arbie Surya, a supervisor, on December 2, 2025, it was found that the company's main partners distribute products to regions outside the scope of the agreement to unilaterally increase sales volume. This action was carried out without the consent of the company as the principal, so that it can be legally categorized as a breach of contract. In practice, other distributors with exclusive rights to the territory experience a decline in sales due to unfair competition from parties that violate the clause.

The results of field observations show that this violation causes an imbalance in the distribution of goods in the market. On the one hand, there is an excess of supply in certain areas due to the entry of products from other distributors; on the other hand, there is a shortage of supply in the area that should be the distributor's responsibility. This condition not only damages the designed distribution structure but also reduces trust between business partners. From a contract law perspective, a violation of the territorial exclusivity clause constitutes a default because it breaches specific provisions agreed upon in the agreement.

The impact of this violation of the territorial exclusivity clause is significant, especially in the form of material losses suffered by the company. Based on sales data from 2023-2024, it can be seen that there has been a decrease from IDR 254,701,903 in November 2023 to only IDR 8,730,335 in December 2024, which indicates a serious disruption in the distribution system²³. This decline cannot be explained solely by market factors but is closely related to distribution irregularities arising from a breach of contract. In addition, the company suffered losses in the form of lost profits, increased operational costs due to returned goods, and decreased customer loyalty.

Other material losses can be seen from the increase in logistics and distribution costs due to the need to readjust distribution channels. In some cases, companies have to re-deliver to meet market needs in areas experiencing stock shortages. In addition, unfair competition between distributors also causes a decrease in selling prices in the market, which has an impact on the company's profit margin. In the legal literature, such losses are classified as actual loss and loss of profit and can serve as a basis for filing a claim for compensation in a default case²⁴.

²³ Gaikindo, "Sales by Brand Data January-December 2022," no. 1 (2022): 1–2.

²⁴ Ladyva Rizqina Dinissa, Susilowati Suparto, and Etty Haryati Djukardi, "Analysis of Default and Compensation Disputes in Service Procurement Contracts Reviewed from the Civil Code," *Decentralization:*

As a result of the qualitative analysis, it can be concluded that the form of default in the business contract of an office stationery company is not solely administrative, but also includes structural and systemic aspects. The default not only affects the legal relationship between the parties but also has an impact on overall business performance. This condition indicates that the effectiveness of a business contract is largely determined by the parties' compliance with all agreed terms, including technical clauses, such as exclusivity of distribution areas.

Furthermore, the results of this study reveal that weak supervision and contract enforcement are one of the dominant factors that worsen the impact of default. Although normatively the Civil Code article (Article 1238 concerning default) has provided a firm legal framework in regulating the rights and obligations of the parties, its application in business practice still faces various obstacles, such as a lack of recording or documentation, limited use of summonses, and a tendency to avoid settlement through legal channels. As a result, defaults are often not addressed decisively immediately, so they recur and cause even greater losses.

Defaults in the form of business contracts in office stationery companies in this study include various aspects, ranging from non-fulfillment of achievements, delays in implementation, inconsistencies in implementation, to violations of the territorial exclusivity clause. Among these various forms, violations of the territorial exclusivity clause are the most complex and have a wide impact, as they not only cause financial losses but also disrupt the distribution system and damage business relationships between parties. Therefore, efforts are needed to strengthen contract clauses. Strengthen supervision mechanisms and implement stricter law enforcement to prevent future defaults.

Legal protection for parties aggrieved by defaults in business contracts

Default is a concept in civil law that refers to a situation in which one of the parties to an agreement fails to fulfill its obligations as agreed. This non-compliance can take various forms, such as failing to carry out obligations, carrying them out but not on time, or carrying them out but not in accordance with the agreed provisions. In this context, achievement is interpreted as any obligation or action that must be fulfilled by the parties in a contractual relationship. If a default occurs, this condition may cause losses to other interested parties, and

the aggrieved party has the right to file a claim for compensation in accordance with the applicable legal provisions.²⁵

Legal Protection Mechanism for Injured Parties

In the context of Indonesian civil law, legal protection for parties aggrieved by defaults in business contracts is an important part of efforts to maintain legal certainty and fairness in contractual relationships. Default, as a form of non-fulfillment of agreed obligations, entitles the aggrieved party to seek legal protection through both preventive and repressive measures. This protection aims not only to recover losses incurred, but also to ensure that each party to the contract performs its obligations responsibly.²⁶

Preventively, legal protection can be realized through the preparation of contracts that are drafted in detail and have adequate legal force. A good contract should include clauses regarding the rights and obligations of the parties, dispute resolution mechanisms, and sanctions in the event of default. In business practice, penalty and indemnity clauses serve as important instruments to prevent breach of contract. In addition, the principle of freedom of contract provides flexibility for the parties to determine the content of the agreement according to their interests, as long as it does not conflict with the provisions of applicable law. Thus, preventive legal protection serves as a first step to reduce the risk of losses due to default.²⁷

Default has occurred, so repressive legal protection is important to be implemented. Based on the provisions of Article 1243 and Article 1246 of the Civil Code (KUHPercivil), the party who suffers a loss has the right to file a claim for compensation for the losses suffered. The compensation can include actual *losses* as well as losses that should be obtained (*loss of profit*). In this case, the aggrieved party needs to be able to prove the existence of default, the amount of loss experienced, and the existence of a causal relationship between the two.²⁸ This confirms that legal protection is not solely determined by the prevailing norms, but also by the ability to prove the facts in the dispute resolution process.²⁹

Legal protection can also be realized in the form of achievement fulfillment, cancellation of agreements, and risk transfers. The fulfillment of achievements is intended so

²⁵ Karaniya et al., "Legal Consequences and Legal Remedy Regarding Breach in Contract According to the Legal Dictionary, Default means negligence, or breach of promise. Breach of Contract. the occurrence of default due to intentional or negligence or the existence of compelling circumstances to."

²⁶ Naiborhu, "Journal of Legal Window."

²⁷ Karaniya et al., "Legal Consequences and Legal Remedy Regarding Breach in Contract According to the Legal Dictionary, Default means negligence, or breach of promise. Breach of Contract. the occurrence of default due to intentional or negligence or the existence of compelling circumstances"

²⁸ Ibid Page.10.

²⁹ Ibid Page.17.

that the party who commits the default continues to carry out its obligations according to the agreement. Meanwhile, the cancellation of the agreement can be carried out if the default that occurs is fundamental and results in the purpose of the agreement not being achieved. Under certain conditions, risk shifting can also be applied as a form of protection for the aggrieved party³⁰

Legal protection in practice can be done through two main routes, namely non-litigation and litigation. Non-litigation dispute resolution includes negotiation, mediation, and arbitration. This route is often chosen because it is considered more efficient, flexible, and able to maintain business relationships between parties. Negotiations are conducted directly by the disputing parties to reach a mutual agreement, while mediation involves a neutral third party as a facilitator. Arbitration provides a final and binding award, making it an effective alternative in resolving business disputes.

If settlement through non-litigation channels does not produce the expected results, the aggrieved party can continue its efforts through litigation in court. In this case, a lawsuit for default can be filed to obtain a judgment that provides legal certainty. Court decisions can be in the form of an order to fulfill achievements, payment of compensation, or cancellation of agreements. In fact, developments in legal practice show that court rulings further strengthen protection for aggrieved parties by emphasizing the importance of compliance with business contracts³¹

In the context of this research, the legal protection mechanism is interpreted not only as a formal process through the courts but also as part of a business strategy that considers the sustainability of the cooperative relationship. Many business actors prefer a peaceful settlement to avoid high costs and time in the litigation process. This shows that the effectiveness of legal protection is influenced not only by the applicable provisions but also by practical considerations in the business world.

Legal protection mechanisms for parties aggrieved by defaults include various preventive and repressive efforts through non-litigation channels. The existence of this mechanism guarantees that any breach of contract can be resolved fairly and provides legal certainty for the parties. Therefore, a comprehensive understanding of legal protection

³⁰ Ibid Page.5.

³¹ Laela Kuwayyis Wijaya et al., "The Implications of the Supreme Court Decision No. 555 K/PDT/2025 concerning Default on Business Practices in Indonesia," *Journal of Social Technology* 5, no. 4 (2025): 8435–44, <https://doi.org/10.59188/jurnalsostech.v5i4.32083>.

mechanisms is crucial for minimizing the risk of loss and maintaining the stability of business relationships.

4.2.2. Research Findings

The findings of the research obtained through in-depth interviews, field observations, and document reviews, found that the decline in sales experienced by the company is closely related to the existence of defaults in the implementation of business contracts between distributors and the *principal*. The research informant revealed that the most dominant form of default is Violations of non-competition/territorial clauses or violations of exclusivity are specifically relevant to the principal-distributor relationship (e.g. selling outside the territory, selling to alternative channels) and ultimately arising from such defaults. This condition hampered distribution activities and directly contributed to a decline in sales volume. These findings are in line with research showing that defaults in business contracts generally take the form of delays, inconsistencies in the implementation of obligations, or failure to fulfill contractual obligations.³²

The results of the study revealed that the losses experienced by companies were not limited to financial aspects but also contributed to a decline in consumer confidence. Based on the interview results, the distributor stated that the unavailability of goods encouraged consumers to switch to other products, resulting in lost sales opportunities for the company. This shows that there is a causal relationship between default and losses incurred.

This research also revealed that the legal protection mechanisms adopted by companies are more often pursued through non-litigation channels, such as negotiations and direct communication with the principal parties. This choice is based on efficiency considerations as well as the desire to maintain established business relationships. However, in practice, these efforts have not fully provided an optimal solution due to the absence of a strict sanctions clause in the contract.

Other findings show that the business contracts used have not provided maximum legal protection for distributors. This can be seen from the lack of regulation regarding default sanctions and a clear dispute resolution mechanism. This condition results in a weak distributor's bargaining position when there is a breach of contract. From a legal perspective,

³² Delis Nadiyahana et al., "Legal Protection for Business Actors Against Defaults in Promotional Services," *ISO Journal: Journal of Social, Political and Humanities* 5, no. 2 (2025): 19, <https://doi.org/10.53697/iso.v5i2.3139>.

effective protection is greatly influenced by the clarity and completeness of the contract, so a less detailed contract can create legal uncertainty³³.

The dispute resolution between the *principal* and the distributor in this study is carried out through non-litigation channels, namely through direct negotiations without involving the judicial process. This choice is taken by both parties with efficiency considerations in terms of time and cost, as well as to avoid conflicts that can damage the business relationship in the long run. In the negotiation process, the distributor expressed his objection to *the principal act, which was considered a default, particularly regarding the violation of the territorial exclusivity clause and non-compliance with the obligation to distribute goods*. After a series of discussions and considerations, the two parties finally agreed to end the established cooperation.

The distributor's decision to end the cooperation is a strategic step taken to avoid potentially greater losses in the future. Termination of the contract is carried out by mutual agreement without going through formal legal channels, so it falls under the category of non-litigation dispute resolution. Thus, this condition indicates that the preventive legal protection mechanism in the contract has not been implemented optimally. Therefore, the distributor decided to end the cooperation as a solution to the problem of default that occurred. In addition, settlement through non-litigation channels not only serves as an alternative in resolving disputes but also as a strategy to minimize the risk of losses and maintain business sustainability.

The results of this study confirm that default has a considerable impact on the company's business performance, both financially and in its relationship with consumers. In addition, the available legal protection mechanisms are not fully capable of providing optimal protection for the aggrieved party. Therefore, improvements are needed in the preparation of business contracts and increased understanding of legal protection mechanisms so that potential losses can be reduced to a minimum.

Presentation of Research Data

The results of document analysis obtained from the company, sales data for office stationery products, with the principle of appointing distributors, show significant changes in the period from 2023 to 2024. In 2023, especially in October and November, sales levels were

³³ Iryanto Irvan Jaya Rifka Alkhilyatul Ma'rifat, I Made Suraharta, "No Title 済無No Title No Title" 2 (2024): 306–12.

still relatively high, at IDR 218,284,729 and IDR 254,701,903, respectively. This condition indicates that, during that period, distribution activities are running smoothly, supported by the availability of adequate goods from the principal party.

Entering 2024, there will be a fairly sharp decline in sales. In January 2024, the sales value dropped dramatically to IDR 8,730,335. Although there was an increase to Rp 31,576,279 in February and to Rp 23,818,713 in March, the figure is still far below the previous year's achievement. Furthermore, in the period from April to June, sales fluctuated, with values of IDR 15,618,429, IDR 16,858,647, and IDR 34,142,815, respectively.

Entering the second half of 2024, the downward trend is again seen consistently. In July, sales were IDR 13,541,972, then decreased to IDR 9,349,870 in August, and again decreased by IDR 5,198,300 in September. This decline continues until October 2024, with a sales value of only IDR 3,981,400.³⁴ The data shows a continued downward trend, especially in the second half of 2024.

The field observations show that these conditions are closely related to obstacles to the availability of goods. The company experienced difficulties meeting market demand due to delivery delays from the principal party and the unavailability of certain product types. This situation directly has an impact on declining sales volume, as consumer demand cannot be met optimally.

The results of interviews with the company's internal parties, in addition, showed that there was a discrepancy between the implementation of the contract and the agreed-upon terms. The distributor revealed a violation of territorial exclusivity and a decrease in sales figures, even to the point that, under certain conditions, the number of goods received did not meet demand. This disrupts the distribution process and lowers customer trust in the company. Thus, the sales data presented not only reflect the condition of the numbers but also describe a broader phenomenon related to problems in the implementation of business contracts. The decline in sales that occurs can be understood as an indicator of a disruption in the cooperative relationship between distributors and principals, which, from a legal perspective, is a form of default.

³⁴ Gaikindo, "Sales by Brand Data January-December 2022."

CONCLUSION

Defaults in business contracts at office stationery companies can take the form of non-performance of obligations, delays in fulfilling obligations, implementation that is not in accordance with the agreements, or violations of contract clauses. The most frequent violations are violations of the agreed distribution area. This situation causes losses for the company, both operationally and economically, so clearer contracts, optimal supervision, and strict enforcement of sanctions are needed. Legal protection efforts for parties who suffer losses due to default can be carried out through non-litigation settlement or litigation. Non-litigation settlement is preferred because it is faster and more efficient, while litigation is an alternative if no agreement is reached. The success of legal protection depends heavily on drafting a clear, complete, and reliable contract that defines rights, obligations, and dispute resolution mechanisms.

Advice

1. For the parties to the business contract

The parties shall carry out all obligations in accordance with the agreement and comply with the contractual clauses, in particular with regard to the distribution area, to avoid default and loss to the other party. The preparation of business agreements needs to be done in a clearer, more detailed, and more systematic manner so that the parties' rights and obligations have legal certainty. Regulations regarding distribution areas, the implementation of obligations, default sanctions, and dispute resolution mechanisms need to be explicitly included to reduce potential disputes.

2. For the Company

Supervision of contract implementation also needs to be improved through regular recording and evaluation. This step is important to prevent default from the beginning and reduce the risk of losses in business activities. Dispute resolution through negotiation and mediation still needs to be prioritized because it is more efficient and can maintain business relationships. However, if an agreement is not reached, legal channels through the courts can be used as a form of protection for the aggrieved party

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