

THE DEBTOR'S VOID CLAIMS AGAINST THE DEBTOR'S OBSTACLES OF ACHIEVEMENT ARE DISCLAIMED WITH FORCE MAJEURE

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Abstract

The purpose of this research is to analyze when the debtor is unable to carry out what has been agreed, not because of the debtor's own fault, the obstruction to achievement is caused by an unexpected event, a forceful situation, causing the debtor to be unable to perform, and what are the legal consequences? Due to the debtor's actions, the creditor uses his right to sue the debtor, namely breach of contract. The research method used is a type of normative legal research by analyzing legislative, jurisprudential and doctrinal approaches, as well as cases that occur, where the theory used in analyzing is the theory of good faith, *pacta sunt servanda*. The results of this research illustrate the legal consequences of debtors being hindered due to compelling force majeure. external research as teaching material in contract law lectures, for students and the interested public.

1. Introduction

A default lawsuit is a lawsuit filed by a party who feels aggrieved due to the non-fulfillment of obligations stated in the agreement by the other party. In this context, if one party does not fulfill its obligations in an agreement, the injured party can file a default lawsuit to request compensation or fulfillment of obligations. However, in some cases, there are certain conditions that can affect whether a party can still be held liable for default, namely the existence of force majeure.

Contracts or contracts (in English) and overeenkomst (in Dutch), in a broader sense, are also called agreements, although the term contract for the actual agreement has almost the same meaning, the contract is an event where two or more people promise each other to do a certain action, the parties agree on the things agreed upon, are obliged to obey and carry them out, so that the agreement gives rise to rights and obligations for the parties who make the contract.¹

In the world of trade is very widely used by interested parties in business, because the contract as an agreement or a series of agreements in which the law provides compensation for default of the contract, and by law, the implementation of the contract is considered a duty that must be carried out.²

According to Article 1339 of the Civil Code, the content of the agreement is what is expressly stated by both parties regarding their rights and obligations in the agreement, either in writing or unwritten. Not all agreements must be expressly stated, if according to custom it is forever considered to be promised. According to Article 1347 of the Civil Code, although not expressly stated, the parties basically recognize such conditions, because they give commercial effects to the intentions of the parties..

Then in Article 1338 Paragraph (2) of the Civil Code, states that the agreement cannot be withdrawn, other than with the agreement of both parties, or for reasons stated by the law as sufficient for that. So that the making of the agreement shows that it must fulfill the conditions specified in the agreement³. An agreement gives rise to and contains the provisions of rights and obligations between two parties, or in other words, an agreement contains an engagement⁴. Basically, the agreement entered into by the parties must be understandable and comprehensible, but the reality is that sometimes the contents of the contract are not understood by the parties⁵.

An agreement is an event in which one person promises to another or in which the two people mutually promise to carry out something, the agreement issues an obligation between the two people who make it, in its form, the agreement is in the form of a series containing promises or abilities that are spoken or written. Thus, the agreement is the source of the obligation, because the agreement gives birth to the obligation.⁶

¹ Abdul R. salim, dkk, 2015, *Hukum Bisnis Untuk Perusahaan Teori & Contoh Kasus*, Jakarta, Prenada Media, hlm. 41.

² Munir Fuady, 2015, *Pengantar Hukum Bisnis Menata Bisnis Modern di Era Global*, Bandung, Citra Aditya Bakti, hlm. 09.

³ Titik Triwulan Tutik, 2006, *Pengantar Hukum Perdata di Indonesia*, Jakarta, Prestasi Pustaka, hlm. 257.

⁴ J. Satrio, 2010, *Hukum Perikatan, Perikatan Yang Lahir Dari Perjanjian*, Bandung, Citra Aditya Bakti, hlm. 5.

⁵ Salim HS, 2022, *Pengantar Hukum Perdata Tertulis (BW)*, Jakarta, Sinar Grafika, hlm. 167.

⁶ R. Subekti, 2010, *Hukum Perjanjian*, Jakarta, PT Internusa, hlm. 1.

In connection with this research, the results of previous research, regarding default lawsuits related to force majeure, have been researched by various researchers, but there are differences in the subject matter and legal analysis, such as what has been researched under the title “Legal Review of Force Majeure in the Implementation of Business Contracts during the Covid-19 Pandemic” where researchers discuss the interpretation and application of force majeure clauses during a pandemic such as Covid-19, depending on the court and generally the court examines the entire contract. The same is done to ascertain how the performance of the contract is deemed impossible. The fact that the obligations that a party is supposed to incur have become onerous or costly will not only attract the application of a force majeure clause. Therefore, it is important that the party seeking recovery under this clause, shows that the only reason why it failed to honor the obligation was due to the Covid-19 pandemic. Therefore, this force majeure needs to be viewed casuistically. If an agreement expressly provides for the exclusion of virus outbreaks, pandemics, or government actions as force majeure, then no party may claim force majeure due to the Covid-19 outbreak, so that the parties involved in the agreement must perform their obligations under the agreement. Where the research is different from the researcher himself, it focuses more on a lawsuit for default associated with force majeure, by analyzing the case of a lawsuit to the court, and the legal consequences that occur, so that the research is different from the research to be studied.⁷

Next is the result of research with the title “Dispute Resolution for Default If the Parties Do Not Include a Force Majeure Clause in the Agreement”, where the researcher discusses how the theoretical requirements in force majeure and discusses how to determine the existence of a Force Majeure situation if there is no Force Majeure clause in the agreement. The position of Force Majeure in an agreement, Force Majeure, and the existence of a Force Majeure Clause, A situation on the terms of Force Majeure needs proof that it is not easy for a disaster to be said to be the concept of Force Majeure. Force Majeure events occur when natural and unforeseeable events occur. Thus, it must have convincing circumstances so that it can be said to be a force majeure. When it is classified as a default or Force Majeure, it is known by observing the capabilities of the debtor, if the debtor does not perform his performance, it is said to be Force Majeure.⁸

In an engagement if the debtor due to his fault does not carry out what was agreed, it is said that the debtor “defaults” or “breaks the promise”,

⁷ <file:///C:/Users/User/Downloads/369-Article%20Text-2750-1-10-20210930.pdf>, diakses Pada Hari Jum’at 03 Januari 2025, Pukul 10.18 wib.

⁸ <file:///C:/Users/User/Downloads/93583-1021-364649-1-10-20230707.pdf>, diakses Pada Hari Jum’at 03 Januari 2025, Pukul 10.32 wib.

sometimes it is possible that the debtor does not carry out what was agreed was not due to the fault of the debtor, against this, it is said that the debtor is in a state of force majeure, and the issue of who is obliged to bear the loss, this is the main problem, as in several cases, Supreme Court decision No. 563 K/Pdt/2004 involving a default lawsuit between a company and a supplier of goods, where the defendant claimed a natural disaster prevented the timely delivery of goods.

The court held that the defendant could not be released from liability because it could not prove that the natural disaster directly prevented the obligation to deliver the goods. And also in the case of the Supreme Court decision Number 13 PK/Pdt/2009, the court recognized that force majeure (such as government policies that limit the import of goods) can be a valid reason for the release of contractual obligations, provided that it can be proven that the circumstances are truly unavoidable by the party concerned. From the description in the introduction above, the researcher continues the research with the title "Default Lawsuit Against Debtor's Obstacles to Performance Connected with Force Majeure".

2. Research Method

In connection with the research mentioned above, the type of research used in this research is normative law, which examines various legal rules, legal principles, legal doctrine, to analyze the problems that are the subject of research. Where the approach used in analyzing legal problems is the statute approach, namely the Civil Code, jurisprudence, and doctrine. While the next approach used is the case approach by analyzing various cases, namely "Supreme Court Decision Number 563 K/Pdt/2004. Supreme Court Decision Number 13 PK/Pdt/2009".

And then the analytical approach, which is an approach to describe the meaning contained in the terms used by legislation conceptually and their application in practice and court decisions. Furthermore, the data source is secondary data, by examining the literature, namely primary legal materials, which are the Civil Code, jurisprudence, and doctrine. While data collection techniques, are all primary, secondary and tertiary legal materials, analyzed in a qualitative descriptive manner. So that the conclusion is drawn using the deductive method, namely concluding from a general statement into a specific statement.

3. Results And Discussion

3.1 Provisions on the Existence of Force Majeure

Article 1244 of the Civil Code, "states that if there is a reason for it, the debtor, must be sentenced to reimburse costs, losses and interest if he cannot

prove, that the thing is not or not at the right time to carry out the obligation, caused by an unexpected thing cannot be accounted for him, all of which, if bad faith is not on his part". In this article there are several elements for the fulfillment of the existence of a force majeure, namely; a. Not fulfilling the performance, b. There is a cause that lies outside the fault of the debtor, c. The causal factor was not foreseen and cannot be accounted for by the debtor.

From these elements, that force majeure is something that is unexpected and that cannot be accounted for by someone, while the person concerned is making every effort to properly fulfill his obligations. So that the debtor is obliged to declare the existence of force majeure, if after an agreement is made, something unexpected will occur, and the situation cannot be accounted for by him.⁹

Although, Force Majeure has been regulated in BW, BW does not provide the definition of Force Majeure itself. Article 1244 BW stipulates that if there is a reason for it, the debtor shall be liable to reimburse costs, damages and interest if he cannot prove that the non-performance of the obligation was due to an unforeseen event, nor can he be held responsible, all of which even if there is no bad faith on his part.

Then, Article 1245 BW stipulates that no costs and interest shall be compensated, if due to force majeure or due to an accidental event the debtor is unable to give or do something that is required, or due to the same things has committed a prohibited act.

Although the Civil Code does not provide a definition of Force Majeure, the author defines Force Majeure as a situation that makes the Debtor unable to carry out its performance or obligations to the Creditor, due to events that are beyond its will.

Force majeure can only arise from facts and circumstances that cannot be foreseen. It must also be remembered that the possibility of something happening in the future (e.g. war) is not enough to consider it foreseeable, unless there is certainty that the event will occur so that a reasonable person would be able to calculate it.¹⁰

Force majeure is when the debtor does not perform the performance due to no fault, it will be faced with force majeure that cannot be accounted for¹¹. Force majeure is a situation that occurs after the agreement has been made, which prevents the debtor from fulfilling his obligations, which the debtor could

⁹ Maryam Darus Badrul Zaman, dkk, 2016, *Kompilasi Hukum Perikatan*, Bandung, Citra Aditya Bakti, hlm. 25.

¹⁰ Sri Soedewi Masjuchun Sofwan, 1980, *Hukum Perutangan (Bagian A)*, Seksi Hukum Perdata, Yogyakarta Fakultas Hukum Universitas Gadjah Mada, hlm. 56.

¹¹ Purwahid Patrik, *Hukum Perdata I (Asas-Asas Hukum Perikatan)*, Jurusan Hukum Perdata Fakultas Hukum Universitas Diponegoro, Semarang, 1998, hlm.20 (Disadur Dalam Tesis Dewi Padusi Daeng Muri, 2005, Wanprestasi dalam Perjanjian Pembangunan Tower Air antara CV Macro dengan Gedung Keuangan Negara di Semarang, Magister Kenotariatan Universitas Diponegoro Semarang).

not have foreseen at the time the agreement was made, all before the debtor failed to fulfill his obligations at the time the situation arose.¹²

- a) The definition of overmacht above contains two elements, namely
- b) circumstances beyond the debtor's control and are of a coercive nature;
- c) circumstances that could not be known at the time the agreement was made so that the debtor did not bear the risk.¹³

Thus, if the existence of overmacht is proven, the debtor will escape the judgment to bear the risk of the agreement. In other words, overmacht prevents the debtor from fulfilling the performance.

There are two types of overmacht, which are as follows.

a) which is absolute (absolute): in the event that it is absolutely no longer possible to carry out the agreement anymore, for example, the goods have been destroyed by fire.

b) relative (not absolute): in the form of a situation where the agreement can still be carried out, but with too great sacrifices on the part of the debtor, for example, the price of goods soared too high, there was a ban on sending similar goods by the government, and so on.

In relation to relative overmacht, where the force majeure has ended, the delivery of the goods that are the object of the agreement can still be demanded by the creditor. In contrast to absolute overmacht, because the object has indeed been destroyed, it is clear that the implementation of the agreement can no longer be demanded. The provision of overmacht means releasing the debtor from the obligation to fulfill his performance.

However, there are exceptions to this general rule, where the risk of overmacht becomes a burden that must be borne by the debtor. Overmacht, also known as force majeure or force majeure, is a situation that can cause a debtor to be unable to fulfill his performance to the creditor, where the situation is a situation that cannot be known by the debtor at the time of making the agreement or in other words that the situation occurs outside the debtor's power.¹⁴

Based on several descriptions of the elements of overmacht as described above, several main elements can be drawn in overmacht, namely;

- a) the performance is not fulfilled due to the fault or willfulness of the debtor;
- b) there is an event that causes the agreed object to perish;
- c) the event underlying the overmacht was not foreseeable;
- d) the event is not accountable to the debtor;
- e) the debtor did not act in bad faith.

¹² Setiawan, 1999, *Pokok-Pokok Hukum Perikatan*, Cetakan ke Enam, Bandung, Putra A Bardin, hlm.27

¹³ Djohari Santoso dan Achamad Ali, 1989, *Hukum Perjanjian Indonesia*, Fakultas Hukum Universitas Islam Indonesia, Yogyakarta, hlm. 63.

¹⁴ Munir Fuady, 2007, *hukum kontrak*, Op.Cit., hlm. 113.

Furthermore, based on the scope of overmacht, it can be broadly grouped into the following.

- a) overmacht due to natural circumstances, namely overmacht caused by natural circumstances that cannot be predicted and avoided by everyone because it is natural without an element of intent. This includes floods, landslides, earthquakes, storms, volcanic eruptions, and so on.
- b) overmacht due to emergency, which is overmacht caused by unnatural situations or conditions, special circumstances that are senger and lasts briefly without being able to be predicted beforehand, including war, blockade, strikes, epidemics, terrorism, explosions, mass riots, and so on.
- c) overmacht due to economic circumstances, which is overmacht caused by a changing economic situation, certain economic policies, or anything related to the economic sector. Included in the overmacht, among others, there is a change in economic conditions or legislation in such a way that causes the achievement cannot be fulfilled, the emergence of monometer fluctuations that cause an increase in bank fees and so on.
- d) overmacht due to government policy or regulation, namely overmacht caused by a situation where there is a change in government policy or the abolition or issuance of a new policy, which has an impact on ongoing activities. Included in the overmacht, among others, government larangsn because there are local regulations that prohibit the entry of the object of the agreement, changes in tax policies set by the government, and so on.
- e) Unforeseeable technical circumstances overmacht, which is overmacht caused by the event of damage or reduced function of technical or operational equipment that plays an important role in the continuity of the production process of a company, and it cannot be expected to occur beforehand. Included in the overmacht, among others, the inoperability of machines that have a major effect on the company's activities.

Based on its nature, there are two types of overmacht, including

- a) permanent overmacht, meaning overmacht that causes an agreement to be continuously or permanently impossible to carry out or cannot be fulfilled at all. In such circumstances, the force majeure automatically terminates the obligation because it cannot be fulfilled.
- b) temporary overmacht, which means that the performance of an agreement is delayed from the time originally specified in the agreement. In such circumstances, the obligation does not cease (not void), but only the fulfillment of the performance is delayed. If the difficulty no longer exists, the fulfillment of the performance can continue.

In addition, overmacht can also be distinguished according to its object which consists of:

- a) complete overmacht, meaning that the entire performance cannot be fulfilled by the debtor.
- b) partial overmacht, meaning that only part of the performance cannot be fulfilled by the debtor.

Meanwhile, based on its subject, overmacht can be divided into:

- a) objective overmacht, where the fulfillment of the performance is impossible by anyone. The basis of this doctrine is impossibility.
- b) subjective overmacht, in which case it creates difficulties for the debtor himself. The subjective overmacht doctrine here we are dealing with *difficultas* (difficulties). It is still possible for the debtor to fulfill the performance, but at a great sacrifice that is unbalanced, or poses a great danger of loss to the debtor. This is called hardship in the Anglo American system, which gives rise to the right to negotiation.¹⁵

3.2 Legal Consequences of Default Lawsuit in Connection with Force Majeure

A debtor who is declared negligent and asked to be sanctioned for his negligence, can defend himself by submitting several reasons to exempt himself from the sanction, one of which is submitting the reason that the debtor's non-performance is due to force majeure, the debtor's non-performance is caused by an event beyond his fault and beyond his power to avoid the occurrence of the event.¹⁶

In practice, in court, cases regarding default claims on the grounds of force majeure often become complex issues. The party sued for default will usually argue that the performance of its obligations is disrupted or impossible due to force majeure. Conversely, the plaintiff who feels aggrieved will try to prove that there are no compelling circumstances that can relieve the defendant from responsibility.

Here are some things to note in default cases related to force majeure:

1. Proof of Force Majeure The party claiming force majeure must be able to prove that the event that occurred beyond their control was indeed force majeure. In this case, the court will assess whether the event actually fulfills the elements of force majeure as stipulated in the Civil Code.
2. Does Force Majeure Affect the Possibility of Carrying Out Obligations? Force majeure can only be accepted as a reason for exemption from liability if the event prevents the defendant party from fulfilling its obligations, rather than simply slowing it down or making it more difficult.

¹⁵ Ahmadi Miru, 2007, *Hukum Kontrak & Perancangan Kontrak*, Jakarta, Raja Grafindo Persada, hlm. 77.

¹⁶ Riduan Khairandy, 2013, *Hukum Kontrak Indonesia Dalam Perspektif Perbandingan*, Yogyakarta, FH UII Press, hlm. 289.

3. The Court's stance in this case was that the party who failed to perform its obligations had acted in good faith and tried to find a way out to fulfill its obligations despite the existence of force majeure.

Examples of Court Cases Related to Force Majeure In some cases, Indonesian courts have decided cases involving force majeure and default lawsuits. For example, Supreme Court decision No. 563 K/Pdt/2004 involved a tort claim between a company and a supplier of goods, where the defendant claimed a natural disaster prevented the timely delivery of goods. The court held that the defendant could not be released from liability because it could not prove that the natural disaster directly prevented the obligation to deliver the goods.

The implementation of an agreement sometimes encounters issues where one party fails to fulfill their obligations as agreed upon, commonly referred to as a breach of contract. The aggrieved party may seek compensation as stated in Article 1243 of the Indonesian Civil Code (KUHPerdata), which reads: "The reimbursement of costs, damages, and interest for the non-fulfillment of an obligation shall only become mandatory if the debtor, after being declared in default, continues to neglect their obligation, or if the act or provision required can only be performed within a time frame that has already lapsed."

In practice, not all breaches of contract can result in claims for damages, as if the breach occurs without negligence on the part of one party, they may be exempt from compensatory liability. This is regulated under Articles 1244 and 1245 of the Indonesian Civil Code. Article 1244 of the Indonesian Civil Code states: "If there is a reason for it, the debtor must be penalized to reimburse costs, damages, and interest if they cannot prove that the failure or untimely performance of the obligation is due to unforeseen circumstances beyond their control, provided that there is no bad faith on their part."

Article 1245 of the Indonesian Civil Code states: "Costs, damages, and interest shall not be reimbursed if the failure to fulfill the obligation or to perform the required act is due to force majeure or an unforeseen event, or if the same circumstances have prevented the performance of the prohibited act." The situations described above are referred to as force majeure. In agreements, it is common to include a force majeure clause to clarify the distinction between negligence caused by the parties themselves and negligence resulting from unavoidable circumstances. For instance, in the Supreme Court Decision No. 13 PK/Pdt/2009, the court recognized that a force majeure event, such as government policies restricting the import of goods, can serve as a valid reason for exemption from contractual obligations, provided it is proven that such circumstances were genuinely unavoidable for the party concerned.

The theory of breach of contract states that it constitutes the failure to fulfill contractual obligations as agreed, without a valid reason. If the involved party cannot prove the existence of extraordinary circumstances (force majeure) that hindered the performance of the obligation, they remain liable. By presenting this defense, the debtor seeks to demonstrate that the non-performance or delay in fulfilling the agreement was caused by completely unforeseeable circumstances over which they had no control. In other words, the failure to execute the agreement or the delay in its execution was not due to their negligence.¹⁷

When a debtor's failure to perform a contract grants the creditor the right to file a lawsuit to enforce their contractual rights, these rights include performance, termination, and compensation. However, in the dispute resolution process, the enforcement of the creditor's contractual rights often directly opposes the debtor's contractual rights. In other words, the law grants the debtor the right to defend their contractual rights by raising an exception, such as the existence of a force majeure event.¹⁸

An unforeseen event that occurs beyond the debtor's fault, after the contract has been concluded, and prevents the debtor from fulfilling their obligations prior to being declared in default, cannot be attributed to the debtor. For such a force majeure event to be recognized, the following conditions must be met by the debtor:

- a. The fulfillment of the obligation is obstructed.
- b. The obstruction of the fulfillment is beyond the debtor's fault.
- c. The event causing the obstruction is not within the debtor's risk.

The occurrence of a force majeure event results in legal consequences for the parties involved, which include:

- a. The creditor cannot demand the fulfillment of the obligation.
- b. The debtor can no longer be declared in default.
- c. The debtor is not required to pay compensation.
- d. The risk does not transfer to the debtor.
- e. The creditor cannot seek termination in reciprocal agreements.
- f. The obligation is deemed nullified.¹⁹

Proof that the debtor is not at fault includes the following:

1. The debtor is not at fault.
2. The debtor has not fulfilled their obligation by alternative means.
3. The debtor does not bear the risk, whether based on statutory provisions, agreements, or good faith.²⁰

¹⁷ R. Subekti, *Hukum Perjanjian.....*, Op.Cit., hlm.55.

¹⁸ Agus Yudha Hernoko, 2014, *Hukum Perjanjian Asas Proposionalitas Dalam Kontrak Komersial*, Jakarta, Prenada Media, hlm. 270.

¹⁹ Ibid., hlm. hlm.172.

Force majeure, within the scope of civil law, refers to a situation where a debtor is hindered from fulfilling their obligations due to unforeseen circumstances or events at the time the contract was made. These circumstances or events cannot be attributed to the debtor, provided the debtor is not acting in bad faith.

In the context of legal enforcement that imposes an obligation to pay compensation, as outlined in the aforementioned articles, compensation arises from unlawful acts or breaches of contract. It represents the embodiment of legal principles and justice.²¹

A judge's perspective in deciding a case categorized as force majeure is crucial and determinative. This is because no court decision with final and binding legal force has precisely, thoroughly, accurately, and correctly elaborated on a case where the claim is either granted or dismissed by the judge based on force majeure. Force majeure has been interpreted in 16 different ways, including: ²²

1. Due to unforeseen causes.
2. Due to force majeure itself.
3. Due to prohibited acts.
4. Objective force majeure.
5. Subjective force majeure.
6. Absolute force majeure.
7. Relative force majeure.
8. Temporary force majeure.
9. Permanent force majeure.
10. Force majeure due to impossibility.
11. Force majeure due to impracticality.
12. Force majeure due to frustration.
13. Hardship.
14. Irresistibility.
15. Unforeseeability.
16. Externality.

Thus, Article 1244 of the Indonesian Civil Code explains the payment of costs, damages, and interest in connection with the burden of proof. In cases of breach of contract, the debtor is liable to pay compensation if they cannot prove that the breach occurred due to unforeseen circumstances or conditions beyond

²⁰ Ridwan Khairandy, 2010, *Iktikad Baik Dalam Kebebasan Berkontrak*, Yogyakarta, UII Press, hlm. 130

²¹ file:///C:/Users/User/Downloads/PANDANGAN_HAKIM_TERHADAP_KEADAAN_MEMAKSA.pdf, diakses Pada Hari Sabtu 04 Januari 2015, Pukul 10.56 wib.

²² Ridwan Syarani, 1992, *Seluk Beluk dan Asas Hukum Perdata*, Bandung: Alumni, hlm. 263-264, lihatjuga Subekti, "Hukum Perjanjian", Op. C it. , hlm. 43.

their control. It must also be ensured that the debtor is not acting in bad faith, as proven bad faith would still obligate the debtor to pay compensation.

Additionally, the burden of proof lies with the debtor. If they fail to provide evidence that justifies exemption from compensation, the debtor remains obligated to pay. Therefore, the creditor is not burdened with providing proof to claim compensation for the debtor's breach of contract.

Article 1245 of the Indonesian Civil Code elaborates on the exemption from payment of costs, damages, and interest by the debtor if a force majeure event or an unintended circumstance occurs, preventing the debtor from fulfilling their obligation or requiring them to engage in prohibited acts. This is essentially similar to the preceding article, as it explains the debtor's exemption from liability for damages if their breach of contract is due to a force majeure event or an unintended circumstance. Non-performance under such conditions is attributed to compelling or unavoidable factors²³.

4. Conclusion

Force majeure excuses the debtor from liability because the circumstances arise beyond the debtor's will and capacity. A breach of contract prevents the debtor from fulfilling their obligations. Judges will examine whether the party claiming force majeure has made sufficient efforts to address or avoid the event. For instance, in the case of a natural disaster, the party must demonstrate that fulfilling their obligation was impossible despite their best efforts. Although there is no explicit provision in the Indonesian Civil Code (KUHPERDATA) directly mentioning force majeure, Article 1244 provides a legal basis for exemption from obligations due to circumstances that hinder contract performance. This article states that if fulfilling contractual obligations becomes impossible due to extraordinary circumstances, the party unable to perform their obligations cannot be deemed in breach of contract (failure to meet obligations).

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²³ Kartini Muljadi dan GunawanWidjaja, 2013, *Perikatan Yang Lahir Dari Perjanjian*, Jakarta, Raja Grafindo Persada, hlm. 83.

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