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Analysis of Breach of Contract in Verbal Agreements Based on the Principle of *Actori Incumbit Probatio* (Case Study of Decision Number 1065 K/Pdt/2017)

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ABSTRACT

Verbal agreements, although valid according to Article 1320 of the Civil Code, are very vulnerable to proof due to the absence of written documents. Thus, in the event of default, the aggrieved party will find it difficult to prove their rights in court. This study aims to determine how the law protects the aggrieved party in cases of verbal agreements. The research method uses a normative juridical approach with a case study (case approach) and statute analysis (statute approach), specifically examining Supreme Court Decision 1065 K/Pdt/2017, the Civil Code, and secondary legal materials from relevant journals and literature. The research questions are: (1) How certain is the law regarding breach of contract claims in verbal agreements? and (2) How powerful and effective is the combination of evidence in resolving the conflict between the formal legal ownership in the name of the defendant and the substantial ownership of the plaintiff as the payer? The results of the study show that a combination of layered evidence (testimony, possession of original documents, and proof of payment) is a very effective mechanism for proving breach of contract in oral agreements, overcoming the conflict between formal and substantive ownership. The plaintiff won the case not only because they had individual pieces of evidence, but because they had a measured and systematic evidence strategy that created a complete and convincing legal narrative. The consistency of the verdicts at all three levels of court (District Court, High Court, Supreme Court) validates that the principle of “substance over form” was applied to achieve substantive justice, providing legal protection to the substantial owner even without formal legal ownership.

KEYWORDS

Verbal Agreement;
Verbal Contract;
Breach of Contract;
Evidence



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INTRODUCTION

An oral agreement is an agreement made verbally/using words alone without any written documentation. Oral agreements are still commonly made by people in Indonesia because they are practical, quick, and based on trust between the parties, so it is felt that making an oral agreement is sufficient.¹ As social beings, agreements are a common part of everyday life. These agreements usually result in a contract that contains the rights and obligations of the parties bound by the agreement.²

The Civil Code (KUHPerdata) in Article 1313 provides a normative definition that “an agreement is an act in which one or more persons bind themselves to one or more other persons.” In this context, the term “agreement” is synonymous with “contract,” because a contract cannot exist without the agreement or consent of the parties involved. The phrase “agreement” was changed to ‘consent’ because the word “consent” represents the principle of Consensualism, which means that an agreement is formed when there is agreement between the parties involved.³

The Civil Code lists the elements that must be fulfilled for an agreement to be considered valid. This can be seen in Article 1320 of the Civil Code, which states that for an agreement to be considered valid, four elements must be fulfilled, including:

- a. Their binding agreement;
- b. The ability to commit;
- c. A specific issue;
- d. A permissible cause.

Once the parties have reached an agreement and approved the contents of the contract, the agreement becomes legally binding. This is confirmed in Article 1338 of the Civil Code, which states: “All agreements made legally are valid as law for those who make them.” This provision reflects the principle of *facta sunt servanda*, which is the principle that affirms that every agreement made legally must be obeyed and implemented as law.

Thus, if one party fails to fulfill its obligations as agreed, that party is considered to be in breach of contract and may cause losses to the other party. In such circumstances, the aggrieved party has the legal right to demand fulfillment of the agreement or compensation through civil court proceedings. This principle affirms that every agreement made legally not only has moral force, but also legal binding force that must be obeyed by the parties who entered into it.

Although oral agreements have the same binding force as written agreements as long as they meet the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code, in practice, oral agreements often cause problems of proof. This problem arises especially when one party defaults, making it difficult for the other party to prove the existence of the agreement, the content of the agreement,

¹ Nugraha Endi Yuaga, Ery Agus Priyono & Suradi Suradi, “TINJAUAN YURIDIS TERHADAP WANPRESTASI PADA PERJANJIAN LISAN (STUDI PUTUSAN PENGADILAN NEGERI REMBANG NOMOR 4/Pdt.G/2020/PN.Rbg)” (2023) 12:2 Diponegoro Law J.

² Noval Feriansyah, “KEDUDUKAN HUKUM DAN PEMBUKTIAN PERIKATAN LISAN” (2023) 2:Perikatan Lisan J Multidisiplin Indones 2.

³ Nenggala Alugoro, “APAKAH PERSETUJUAN DAN PERJANJIAN ADALAH HAL YANG SAMA?”, (2021), online: <<https://nenggalaalugoro.org/2021/10/31/apakah-persetujuan-dan-perjanjian-adalah-hal-yang-sama/>>.



or the breach of obligations (breach of promise) committed by the other party.⁴ Therefore, verbal agreements are interesting to study, particularly in the context of their evidentiary strength in court, because their success depends heavily on the parties' ability to present evidence that is legally valid.

In court decision number 1065 K/Pdt/2017, the defendant, who is the plaintiff's former lover, refused to acknowledge that all disputed objects purchased by the plaintiff on behalf of the defendant using the defendant's money belonged to the plaintiff, because the plaintiff and the defendant were going to get married in the near future. The agreement was only witnessed by several witnesses and was not documented in writing. In this case, the plaintiff has repeatedly asked the defendant to kindly return the disputed objects, and the plaintiff is even willing to let go of one of them, but the defendant has challenged the plaintiff to settle the matter through legal channels.

When a dispute involves formal ownership documents that contradict the substantive reality, as seen in Supreme Court Decision No. 1065 K/Pdt/2017. On the one hand, the plaintiff is required to prove his rights in the face of formal documents in the name of another party, while on the other hand, the court must consider various factual evidence, such as possession of the original documents, proof of payment, and testimony, to distinguish between formal legal ownership and actual substantive ownership. This situation shows that the success of a lawsuit in an oral agreement case does not solely depend on the strength of the documents, but is greatly influenced by the construction and combination of other evidence submitted and presented before the judge.

Research on the strength of evidence in verbal agreements specifically discusses how judges can be convinced even though the gap in evidence is still very minimal. Several previous studies, such as those conducted by: 1) Priscila Amanda (2024) entitled "Legal certainty regarding breach of contract claims in verbal agreements"; 2) Chindy Maydiana (2020) "Analysis of the legal force of verbal agreements in the event of breach of contract (Case study of court decision number 16/pdt. G/2011/PN.BJN); 3) Antonia Junianti (2022) "The Legal Force of Verbal Agreements in the Event of Default (Study of Decision Number 1176/PDT.G/2020/PN SBY); 4) Faizah (2023) "The ratio decidendi of judges regarding breach of contract in oral lease agreements"; 5) Nugraha Endi Yuaga (2023) "A Judicial Review of Breach of Contract in Oral Agreements (Study of Rembang District Court Decision No. 4/pdt.G/2020/PN.Rbg).

The above research discusses evidence in oral agreements in general and how judges consider decisions specifically discussed in the above research. Meanwhile, this study discusses the strength of evidence in verbal agreements and the standards of evidence in court, particularly in decision No. 1065 K/Pdt/2017. This is because, to date, the success rate of evidence in verbal agreements has been quite low, as the evidence can be refuted by the defendant. Therefore, evidence that is mutually consistent with one another is needed in order to determine the success of the evidence. Based on the above, the strength of evidence in verbal agreements is very

⁴ Chindy Marsuseno, Anggrita Esthi & Karim, "ANALISA KEKUATAN HUKUM PERJANJIAN SECARA LISAN SAAT TERJADI WANPRESTASI (STUDI KASUS PUTUSAN PENGADILAN NOMOR 16/pdt.G/2011/PN.BJN)" (2020) 2:3 J Judic 39.



important to be further examined, especially in the above decision Number 1065 K/Pdt/2017.

The research questions in this study are as follows:

- a. How certain is the law regarding breach of contract claims in verbal agreements?
- b. How strong and effective is the combination of evidence in resolving the conflict between the formal legal ownership in the name of the defendant and the substantial ownership of the plaintiff as the payer?

METHOD

This article uses a normative legal research method. The research approaches used are the case approach and the statute approach. The statute approach is carried out by examining all laws and regulations related to the legal issues being studied.⁵ The case approach is conducted by examining cases that have been legally binding since the court's decision.⁶ The types of legal materials in this study are divided into three categories, namely primary legal materials (Indonesian Supreme Court Decision Number 1065/K/Pdt/2017 and the Civil Code), secondary legal materials (books, journals, theses, dissertations, and articles related to the topic being researched), and tertiary legal materials (dictionaries and legal dictionaries). After the legal materials were collected, they were analyzed to obtain research results using normative analysis.

RESULT & DISCUSSION

I. Legal Certainty Regarding Breach of Contract Claims in Verbal Agreements

Provisions regarding agreements are contained in Article 1313 of the Civil Code, which explains the definition of an agreement, and specifically in Article 1320 of the Civil Code, which regulates the validity requirements of an agreement, containing objective and subjective requirements, namely:⁷

- a. Their binding agreement;
- b. The ability to commit;
- c. A specific issue;
- d. A permissible cause.

If these four conditions are met, the verbal agreement can be considered legally valid. However, verbal agreements are very vulnerable to proof,⁸ Due to the absence of written documents that can be used as a reference to prove the existence of an agreement or the contents of the agreement, it cannot be determined whether there has been a breach of contract or not. Etymologically, breach of contract means not fulfilling the agreed-upon obligations, thereby causing harm to the other party.⁹

However, verbal agreements still exist today due to several factors, including social proximity, mutual trust, and the assumption that verbal agreements are

⁵ Peter Mahmud Marzuki, *Penelitian Hukum*, 13th ed (Jakarta: Kencana, 2017).

⁶ Muhaimin, *Metode Penelitian Hukum* (Mataram: Mataram University Press, 2020).

⁷ Faizah Al Azizi, "Ratio Decidendi Hakim Terhadap Wanprestasi Dalam Perjanjian Sewa Menyewa Secara Lisan" (2023) 7:2 J Islam Bus Law 1-15.

⁸ Patricia Caroline Tiodor, Murendah Tjahyani & Asmaniar, "Pembuktian Wanprestasi Perjanjian Utang Piutang Secara Lisan" (2023) 5 J Krisna Law 32.

⁹ Dwi Aryanti Ramadhani, "Wanprestasi dan Akibat Hukumnya" (2021) 23:3 Bina Widya 38.



sufficient to bind the parties.¹⁰ Non-performance or failure to fulfill obligations can occur in both written and verbal agreements, but verbal agreements are vulnerable in terms of evidence, so that the aggrieved party often resigns themselves to their losses, given the high cost of law enforcement in Indonesia.¹¹

According to Yahya Harahap, there are several elements of default, namely:¹²

a. Errors

For there to be an “error,” the following conditions must be met:

- 1) The act must be preventable.
- 2) The act can be blamed on the perpetrator, namely, that he could have foreseen the consequences.

Mistakes have two meanings: mistakes in a broad sense, which include elements of intent and negligence, and mistakes in a narrow sense, which concern negligence alone.¹³

b. Negligence

Negligence (*culpa* or negligence) is a form of error in law that occurs due to carelessness or failure to consider the consequences, thereby unintentionally causing harm to others.

c. Intentionality

Intentionality is an act committed with full awareness and desire on the part of the perpetrator. Therefore, intentionality does not require a specific purpose to cause harm to others; it is sufficient if the perpetrator is aware of and continues to carry out the act even though they know the consequences.

Referring to case No. 1065 K/Pdt/2017, the breach of contract occurred when the defendant (Ary Kalista) and the plaintiff (Subagyo) failed to carry out the planned marriage. This happened because the defendant did not keep her promise to marry the plaintiff; in fact, the defendant had been proven to have married another man (Rahmad Pristianto). The issue is further complicated by the fact that the plaintiff had previously purchased several assets (three plots of land) for the defendant, with a verbal agreement that these assets would become joint property upon their marriage. Thus, the plaintiff incurred significant expenses based on a clear agreement, but the defendant failed to fulfill this agreement.

Legally, joint property is property acquired during marriage, as stipulated in Article 35 of Law No. 1 of 1974 concerning Marriage. Conversely, property acquired before marriage is the personal property of the person who purchased it, unless otherwise specified in the marriage agreement. In this case, the plaintiff purchased the three plots of land before marrying the defendant. Therefore, in principle, the property belongs to the plaintiff as the purchaser, not the defendant. However, the problem is that the official documents (title deeds) for the property are in the

¹⁰ Kajian Filosofis et al, “Analisis Yuridis Terhadap Pelaksanaan Perjanjian Pembangunan Rumah Secara Lisan” (2025) 7:3 Unes Law Rev 2.

¹¹ Iman Firdaus, “Mahfud MD Soroti Penegakan Hukum di Indonesia: Vonis Bisa Dibeli, Pasal Bisa Dipesan”, (2023), online: <<https://www.kompas.tv/nasional/465511/mahfud-md-soroti-penegakan-hukum-di-indonesia-vonis-bisa-dibeli-pasal-bisa-dipesan>>.

¹² M Yahya Harahap, *Segi-segi Hukum Perjanjian* (Bandung: Alumni, 1982).

¹³ Medika Andarika Adati, Marnan A T Mokorimban & Laurens L S Hermanus, “Wanprestasi Dalam Perjanjian Yang Dapat Di Pidana Menurut Pasal 378 Kitab Undang-Undang Hukum Pidana” (2018) VI:4 Lex Priv 5–15.



defendant's name, not the plaintiff's. This creates a paradox, where, substantively, the plaintiff is the owner, but formally, the defendant is the owner.

In this case, the plaintiff made a verbal agreement with the defendant, witnessed by several witnesses. The essence of the verbal agreement was: "The objects (property) purchased by the plaintiff, even if in the defendant's name, will only officially become the defendant's property if the plaintiff and the defendant marry. Because these objects are indeed for the defendant as his future wife." This verbal agreement contains a suspensive condition (conditional agreement) whereby the transfer of full ownership rights to the defendant will only occur if the marriage between the two takes place. Thus, this agreement clearly and explicitly states that the property is a wedding gift.

However, the plaintiff and defendant did not get married. Furthermore, the defendant married another man. This marriage to another person reflects a total failure to fulfill the conditions agreed upon between the plaintiff and the defendant. This constitutes a breach of contract by the defendant, namely, failure to fulfill the conditions of marriage agreed upon in the verbal agreement. The consequence of this breach of contract is that the defendant loses his rights to the property purchased by the plaintiff, because the condition for owning the property (marriage) has not been fulfilled. Therefore, according to the plaintiff, the property should be returned to the plaintiff as the original purchaser, even though legally and formally the property is in the defendant's name on the certificate.¹⁴

In fact, in contract law, several principles form the basis for the implementation of contracts, including:

a. Principle of Freedom of Contract

The principle of freedom of contract, also known as the "open system," is a principle that gives parties extensive freedom to enter into agreements on various matters, provided that the content of the agreement does not violate applicable laws, norms of propriety, or the interests of public order. As a concrete manifestation of the autonomy of will rooted in fundamental human rights, freedom of contract is one of the basic principles of civil law. Recognition of the validity of this principle is reflected in Article 1338, paragraph (1) of the Civil Code,¹⁵ which stipulates that every agreement that has been legally agreed upon by the parties shall have binding force equivalent to that of the law itself.

b. The Principle of Consensualism

The principle of consensualism essentially means that an agreement is formed through the meeting of minds or agreement between two or more parties, without requiring any specific form or formality. Once the parties have reached such a consensus, even if it is only expressed verbally, the agreement is considered valid and binding, and automatically gives rise to rights and obligations for each party involved in the agreement. Although in principle civil law does not require a formal form to bind the parties in a contract, in practice various formalities or requirements regarding certain material evidence are still applied. This is done as a legal protection measure, especially for parties who are

¹⁴ Regina Veronika Wauran, R Said Aneke & Butje Tampi, "Kepastian Hukum Perjanjian Secara Lisan Menurut KUHPerdara Pasal 1338" (2020) VIII:4 Lex Priv 88.

¹⁵ Priscilia Amanda Bestarini & Martika Dini Syaputri, "Kepastian Hukum Terhadap Gugatan Wanprestasi dalam Perjanjian Lisan" (2024) VIII:2 the Juris 534-541.



burdened with the obligation to perform, so that their rights are clearly guaranteed and can be proven.

c. Personnel Principles

This principle can be found in the provisions of Article 1340 of the Civil Code, which states that "Agreements are only valid between the parties who make them." Because an agreement is only valid for those who enter into the agreement itself, this statement can be said to adhere to the principle of personality in an agreement. However, due to dynamic developments over time, agreements also affect other people who have given their rights to be represented by others, such as an association represented by a chairperson who will determine the fate of the group.

d. Principle of Balance

The principle of balance in an agreement requires that both parties must fulfill and realize what has been agreed upon proportionally and fairly. The creditor has the right to demand fulfillment of the agreement from the debtor, and if necessary, can use the debtor's assets as collateral, but at the same time, the creditor is also bound by the obligation to carry out their commitments with due care and good faith. In this way, the creditor's power to demand their rights is not absolute, but is limited by their responsibility to act with integrity, thereby creating a fair balance between the rights and obligations of both parties in the contractual relationship.

Based on the above description, it can be concluded that verbal agreements have a strong legal basis in the Civil Code, namely in Articles 1313, 1320, and 1338. Oral agreements are recognized as valid if they meet the four conditions in Article 1320 of the Civil Code. However, the main vulnerability of oral agreements lies in the aspect of evidence; without written documents, it is very difficult to prove the existence of an agreement and its contents in court. Nevertheless, oral agreements are still widely used in Indonesian society due to factors such as trust, social proximity, and practicality.

The principles of agreement described above provide a philosophical framework for understanding and protecting verbal agreements. In the case study of Supreme Court Decision 1065 K/Pdt/2017, these principles were taken into consideration by the judge in deciding whether the plaintiff, who did not have formal documents, could prove his rights based on alternative evidence such as testimony, possession of original documents, proof of payment, and other circumstantial evidence. Thus, an understanding of the legal basis and principles of agreements is key to understanding how Indonesian courts protect the rights of parties in verbal agreements, particularly in cases of default.

II. The Strength and Effectiveness of Combining Evidence in Resolving Conflicts Between Formal Legal Ownership in the Name of the Defendant and Substantive Ownership of the Plaintiff as the Payer

In Indonesian civil law practice, contradictory situations are often encountered where formal documents (such as certificates and deeds of sale) indicate one party as the owner, but the actual situation on the ground shows that another party has substantial rights to the asset. Supreme Court Decision Number 1065 K/Pdt/2017



is a clear example of this contradiction. In this case, all formal ownership documents, including the Certificate of Ownership and Deed of Sale, were registered in the name of Ary Kalista (the Defendant), while Subagyo (the Plaintiff) claimed to be the actual owner because he had borne all the costs of purchasing the three plots of land that were the subject of the dispute in this case.

Formal legal ownership is ownership that is officially recognized in binding legal documents,¹⁶ such as ownership certificates, deeds of sale, or notarial deeds.¹⁷ In the Indonesian legal system, formal legal ownership is strongly recognized and protected under Articles 1867-1870 of the Civil Code, which regulate the evidentiary value of authentic deeds. An authentic deed, as referred to in Article 1868 of the Civil Code, is a deed drawn up by or before an authorized official, and therefore has perfect evidentiary value (*bewijskracht*) against third parties and opposing parties. This means that the owner named in the formal document in the subject matter of the dispute, namely the defendant (Ary Kalista), is automatically considered the rightful owner without the need for further proof, unless the opposing party can prove otherwise with very strong evidence.

In this case, the Plaintiff successfully won the case through a measured and systematic evidence strategy. The Plaintiff built its evidence based on three interconnected main arguments, including:

- a. The existence of a serious romantic relationship and plans for marriage between the Plaintiff and the Defendant since March 2011, which was the reason why the Plaintiff was willing to incur significant expenses;
- b. The purchase of three plots of land in January, March, and May 2013, with all costs borne by the Plaintiff, but registered in the Defendant's name as a token of love and trust;
- c. There was a clear verbal agreement witnessed by several people, whereby the agreement stated that the land was a wedding gift for the Defendant on the absolute condition that if the marriage did not take place, the Defendant was obliged to return the land and transfer the title back to the Plaintiff.

To prove these three arguments, the Plaintiff used a combination of layered evidence designed to complement each other and create irrefutable certainty. The evidence submitted by the plaintiff included:

- a. Testimony from five witnesses with different backgrounds: Tuti Handayani (the main witness who facilitated the purchase and payment), Tri Aris Munandar (a friend who knew about the relationship and intentions of the Plaintiff), Suharyanto (the third-party intermediary for the land purchase), Prion Semi Pradika (a friend who witnessed the commitment of the Plaintiff and Defendant), and Mrs. M. Ambarwati (a neighbor who knew about the agreement between the parties from the neighborhood) so that the testimony did not come from a single source that could easily be suspected of being false, but from various perspectives that validated each other. The strategy of presenting these five witnesses was specifically designed to overcome the Defendant's objection regarding the violation of the principle of *unus testis nullus testis* (one witness is not a witness);

¹⁶ Arief Rahman et al, "Sosialisasi Pentingnya Legalitas Formal Dalam Kepemilikan Tanah Di Desa Senteluk Kecamatan Batu Layar Kabupaten Lombok Barat" (2021) 8:1 *Abdi Insa* 4.

¹⁷ Fauzan Fahmi Ilmanudin, "Tingkat kesadaran hukum masyarakat atas kepemilikan tanah" (2023) 1:1 *LEX ORDO J Huk dan Kebijakan* 1-7.



even though Tuti Handayani was the Plaintiff's confidant, the presence of four other witnesses from various backgrounds strengthened the credibility and showed that the testimony of the witnesses presented by the Plaintiff was very consistent;

- b. Possession of the original title deeds (P-2 and P-3), which serve as tiebreaker evidence (the key) in this case. The fact that the Plaintiff was able to present the original deeds at the trial, while the Defendant, despite being the formal owner, was unable to present the original deeds, creates a very strong legal presumption that the Plaintiff is the actual substantive owner. Possession of the original documents is not only concrete evidence that is difficult to refute, but also contains a simple yet powerful logic: if the Defendant is the rightful owner as recognized by formal documents, why does the Defendant not have and cannot produce the original documents? Conversely, the Plaintiff's logic for holding the original documents is more rational: as the payer and actual owner, the Plaintiff naturally kept these important documents even though this issue had been going on for years.
- c. Proof of payment in various forms, ranging from the base price of the land, transfer fees, PPAT (Land Deed Official) fees, to brokerage commissions, all of which indicate that the Plaintiff is the main payer and therefore the owner who has carried out the sale and purchase, even though the formal certificate is in the name of the Defendant. Proof of payment is the most objective and difficult to fabricate, as financial transactions leave measurable and verifiable traces through banks, transfer receipts, invoices, or other administrative documents.

The maturity of the Plaintiff's evidence strategy lies in the consistency between the three pieces of evidence, which create a complete and irrefutable legal narrative. The testimony provides the "why" narrative, explaining the motivation, context of the relationship, and content of the verbal agreement. Meanwhile, possession of the original documents provides evidence of "who is in control," showing who actually controls the assets. Payment evidence provides an indicator of "who paid," showing who the owner was who bought and sold the object. This combination led judges at all three levels of court (Yogyakarta District Court, Yogyakarta High Court, and Supreme Court) to consistently accept the combination of evidence as "sufficient" to prove the Plaintiff's substantial ownership.

Meanwhile, the Defendant's position is much weaker because it relies entirely on the formality of documents, namely a certificate in the Defendant's name with full evidentiary force under Articles 1868-1870 of the Civil Code, without being supported by any substantive evidence. The Defendant raised various formal objections, such as rejection of the exception of legal capacity, lack of parties to the lawsuit, incorrect address, and vague lawsuit, but all of these objections were rejected by the judge as irrelevant to the substance of the dispute. The Defendant's substantive objection only arose at the cassation level, where the Defendant argued that the decision violated the principle of *unus testis nullus testis* because it was based on only one witness (Tuti Handayani), but this argument was easily rejected because there were four other witnesses who all validated the main testimony. In fact, this testimony was supported by other objective evidence, such as documents and proof of payment, so that the requirements of this principle were actually fulfilled by a combination of mutually reinforcing evidence.



The Defendant also objected credibility, arguing that Tuti Handayani was a confidant of the Plaintiff and, therefore, could not be trusted. However, this weakness was overcome through cross-validation with four other witnesses and other objective evidence. The Defendant even filed a counterclaim because the Plaintiff had unlawfully taken the Defendant's documents, but this argument was also weak because the Plaintiff's possession of the original documents was reasonable, considering that the Plaintiff was the actual owner/person who carried out the sale and purchase.

The Defendant did not present a single witness to refute the Plaintiff's testimony, there was no evidence to show that the verbal agreement was fictitious or fabricated, there was no explanation as to why the documents were in the Defendant's name when the payer was the Plaintiff, and most fatally, the Defendant was unable to produce the original certificate even though the Defendant claimed to be the rightful owner. Furthermore, the Defendant was unable to prove their argument that the Plaintiff obtained the original document unlawfully, as per their claim. Therefore, the judge concluded that the formal document in the Defendant's name was the result of an oral agreement, not the result of a purchase by the Defendant themselves. Thus, judges at all three levels of court chose to apply the principle of "substance over form."¹⁸ (substance over form), recognizing that substantive justice is more important than mere formal procedures,¹⁹ and provide legal protection to the Plaintiff as the substantial owner, even though the formal documents are in the name of the Defendant.

The consistency of the decisions at the three levels of court (District Court, High Court, and Supreme Court) shows that the standard of proof applied is solid and can be used as a precedent. The District Court accepted a combination of evidence as sufficient to prove the oral agreement and breach of contract. The High Court upheld the District Court's decision without substantive changes, indicating that the legal considerations were deemed appropriate. The Supreme Court, as the highest court or *judex juris*, explicitly rejected the Defendant's appeal and validated the use of a combination of evidence as an appropriate mechanism for proving substantial ownership and breach of contract in oral agreements. This consistency provides a high degree of legal certainty that this approach is acceptable in Indonesian courts and can be applied in similar cases in the future.

CONCLUSION

The plaintiff won the case not only because they had evidence, but also because of their measured, systematic, and complementary evidence strategy. The combination of testimony (legal narrative), document control (factual evidence), and proof of payment created a complete and convincing story. Meanwhile, the Defendant only relied on formal evidence of names in documents without being able to refute the Plaintiff's arguments. In ownership disputes involving conflicts

¹⁸ I Made Rai Wijara Yasa & Ida Ayu Sadnyini Ida Ayu Sadnyini, "Substance Over Form vs Authentic Deed: Liability and Legal Certainty for VAT Transfer of Land" (2025) 10:2 *J Ius Const* 252-264.

¹⁹ Mario Jon Jordi, "PENGATURAN DAN TANTANGAN PENERAPAN DOKTRIN SUBSTANCE OVER FORM SEBAGAI GENERAL ANTI-AVOIDANCE RULE DALAM PENCEGAHAN PRAKTIK PENGHINDARAN PAJAK DI INDONESIA Departemen Hukum Pajak, Fakultas Hukum, Universitas Gadjah Mada Keywords : tax avoidance, substa" (2023) *J Law Tax* 125-176.



between formal and substantive matters, a combination of strong evidence is a more effective weapon than relying solely on the formality of documents, and judges in Indonesia have shown a willingness to accept this approach in order to achieve substantive justice. Thus, the Plaintiff's victory in Supreme Court Decision 1065 K/Pdt/2017 is clear evidence that parties with substantive rights can be protected by law even if they do not have formal legal ownership, as long as they can prove their rights through a combination of strong, consistent, and complementary evidence.

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