

Comparison of Indonesian and Hungarian Laws Regarding Errors in Persona in Land Buying and Selling Transactions

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DOI: 10.23917/jurisprudence.v14i1.3875

Submission Track:	ABSTRACT
Received: January 5, 2024	<i>Purpose: This research aims to determine the comparison of legal implementation between 2 (two) countries that adhere to a civil law legal system in viewing the issue of error in person. With the main aim of providing insight and potential solutions to overcome the problem of default and error in person, this research contributes to solving the challenges encountered in this domain.</i>
Final Revision: May 14, 2024	<i>Methodology: This research employed normative research methods through a case approach and a comparative approach, both for Indonesia and Hungary.</i>
Available online: June 27, 2024	<i>Results: The results of this research demonstrated that the 2 (two) legal perspectives of Indonesia and Hungary both have quite significant similarities in viewing a default or error in person. The decision made by the judge in the decision above can actually still be prosecuted if the person concerned wishes to do so. However, it could be considered inaccurate and could be even more detrimental to the defendant. Hence, the legal considerations applied are deemed appropriate.</i>
Corresponding Author: Diana Setiawati ds170@ums.ac.id	<i>Applications of this study: This research's findings can be used to analyze legal comparisons between 2 (two) countries and the judge's considerations regarding error in persona in breach of contract disputes with Decision Number 59/PDT/2021/PT SMR.</i> <i>Novelty/Originality of this study: Undoubtedly, each country has a different view on issues that harm certain parties in the agreement or default; likewise, with formal defects in the form of errors in persona. Therefore, more in-depth research is needed on legal comparisons in 2 (two) countries and judges' considerations regarding errors in persona. Such research contributes to a comprehensive understanding of how</i>

legal systems address these issues, facilitating better decisions and potentially encouraging harmonization or convergence of legal practice across jurisdictions.

Keywords: *Agreement, Default, Error in persona*

ABSTRAK

Purpose : *Penelitian ini bertujuan untuk mengetahui komparasi pelaksanaan hukum diantara 2 (dua) negara yang menganut sistem hukum civil law dalam memandang persoalan error in persona. Dengan tujuan utama memberikan wawasan dan solusi potensial guna mengatasi masalah wanprestasi maupun error in persona. Penelitian ini sebagai kontribusi pada penyelesaian tantangan yang dihadapi dalam domain ini.*

Methodology : *Penelitian ini menggunakan metode penelitian normatif melalui pendekatan kasus dan pendekatan komparatif, baik terhadap negara Indonesia ataupun Hungaria.*

Results : *Hasil penelitian ini menunjukkan bahwa 2 (dua) perspektif hukum antara Indonesia dan Hungaria, keduanya memiliki kesamaan yang cukup signifikan dalam memandang suatu wanprestasi maupun error in persona. Pengambilan keputusan oleh hakim dalam putusan diatas sebenarnya masih bisa dituntut jika yang bersangkutan menghendakinya, akan tetapi dapat terbilang kurang tepat dan bisa saja semakin merugikan bagi pihak tergugat. Oleh karena itu, pertimbangan hukum yang diterapkan terbilang sudah tepat.*

Applications of this study : *Hasil penelitian ini dapat digunakan untuk menganalisis terkait komparasi hukum diantara 2 (dua) negara dan pertimbangan hakim terkait error in persona pada sengketa wanprestasi dengan Putusan Nomor 59/PDT/2021/PT SMR.*

Novelty/ Originalty of this study : *Permasalahan yang merugikan pihak tertentu dalam perjanjian atau wanprestasi, tentunya dalam hal itu setiap negara memiliki pandangan yang berbeda. Begitu juga dengan cacat formil berupa error in persona. Oleh karena itu, diperlukan penelitian lebih mendalam terhadap komparasi hukum dalam 2 (dua) negara dan pertimbangan hakim terkait error in persona. Penelitian semacam itu guna berkontribusi pada pemahaman yang komprehensif tentang bagaimana sistem hukum menangani masalah ini, memfasilitasi keputusan yang lebih baik dan berpotensi mendorong harmonisasi atau konvergensi praktik hukum di seluruh yurisdiksi.*

Keywords: *Perjanjian, Wanprestasi, error in persona*

INTRODUCTION

Humans, as social creatures carrying out their daily lives, certainly cannot avoid interactions between one person and another, such as agreements, to fulfill living needs or other commercial purposes. According to Erman Rajagukguk, an agreement is a written document that contains the wishes of the parties to achieve commercial goals and how the parties will benefit, be protected, and be limited in carrying out their responsibilities (Yuanitasari & Kusmayanti, 2020).

An agreement is an event where the parties promise each other something and mutually commit to carrying out something, which is marked by an agreement and gives rise to legal consequences (Salim, 2008). It can also be interpreted as a legal relationship or legal problem that the parties have, which is based on an agreement and gives rise to legal consequences (Sudikno M., 1996).

In this case, the price of land, which soars high every year, is certainly a major factor in this activity. Looking at the graph from 2021 to 2023, land prices in Indonesia always increase every year, which is supported by increasing population growth with a total of 278 million people. Likewise, Hungary experienced an increase every year until it reached 10 million people in 2023. Apart from being a place to live, land has very diverse functions, resulting in many activities involving land as an object. One of them is a commercial agreement.

The form of a commercial agreement is a sale and purchase agreement. It is where all parties are bound to hand over and receive payment according to the agreed price in accordance with the provisions regarding buying and selling in Article 1457 of the Civil Code (Widjaja & Muljadi, 2003). Payment must be made at the place specified in the agreement. If it is not specified, payment takes place where the goods are at the time of the agreement (Ali & Santoso, 1989). According to Sandor and Vekas, defining buying and selling as contained in Articles 30 and 53 is related to the main obligations of the seller and buyer (Sándor & Vékás, 2005).

A sale and purchase transaction is a type of agreement in which some rights and obligations bind the parties involved (Mondoringin, 2023). A valid agreement acts as a law that binds the parties who make it (Suharnoko, 2009). In other words, the parties are obliged to fulfill the contents of the agreement that has been made (Sinaga, 2019). Obstacles in the agreement that can be detrimental to the parties can result in warnings, summons, and even filing a lawsuit in court, from the first level to cassation, if one of the parties does not carry out its performance (Patrik, 1994). One of the interesting cases that is the subject of study in this research is case

Number 59/PDT/2021/PT SMR, which is an appeal decision against a first instance decision, namely Decision Number 61/PDT.G/2020/PN SMR.

It was explained that the plaintiff (hereinafter referred to as "P") had suffered losses due to the breach of contract committed by defendant 1 (hereinafter referred to as "D1") and defendant 2 (hereinafter referred to as "D2"). "D2" was proven not to have carried out its obligations properly, such as making payments for purchases without having good faith towards "P." In fact, there was a house built on the land belonging to "D1" and "D2." The involvement of "D1" in the construction of the house is clearly contrary to the law, which, in its establishment, does not have a building permit; in addition, there was a unilateral cancellation of the cooperation agreement for "P."

The case above covers two issues, namely breach of contract and unlawful acts by the defendants. However, the lawsuit only covers breach of contract. *Wanprestasi* (default) comes from the Dutch word "*wanprestatie*," which consists of the words "*wan*" and "*prestatie*." *Wan* in Dutch means bad and ugly, while *prestatie* means an obligation that must be fulfilled and arises from an agreement. In other words, default is poor fulfillment of obligations (Khairandy, 2013). Not carrying out contractual performances or obligations can also be called a breach of contract (Eunico et al., 2023).

The occurrence of a breach of contract can be characterized by a party making a mistake or negligence, which results in the obligation not being carried out perfectly, causing loss to the other party concerned, as intended in Article 1238 of the Civil Code (Kelik Wardiono et al., 2018). Negligence referred to here is carrying out what was promised but not according to what was promised or for other reasons (Dimpudus et al., 2021). Therefore, a form of legal protection is needed that can protect, prevent, and enhance dignity, as well as maintain human rights against arbitrary behavior carried out by certain parties (Philipus, 1987).

This protection aims to ensure that every violation committed by the parties can be prevented; therefore, another violation does not occur (Setiawati et al., 2022). With protective measures in place, all possible problems that cause losses to one of the parties related to the agreement can be resolved. Legal protection is a win-win solution for both parties as a guarantee of legal certainty in the agreement made (Setiawati & Mauriska, 2023).

In practice, in sales and purchase agreements, it is often detrimental to the buyer. However, it does not rule out the possibility that business actors could also suffer losses. Problems in agreements often arise due to a lack of evidence held by the parties if an agreement has been

entered into, which causes the other party to apply arbitrarily to the agreement that has been mutually agreed upon (Laksana, 2020). Thus, efforts are needed to enforce the law in accordance with legal norms, which are used as guidelines for behavior in social life in order to uphold the supremacy of law justice and create peace in society (Dewi & Gischa, 2023).

For this reason, this comparative analysis between Indonesia and Hungary aims to dig deeper into default and errors in person by exploring the legal and regulatory systems that apply in the two countries. Based on the background above, this research discusses two points, namely (1) a comparison of standard clauses from the perspective of Indonesia and Hungary and (2) legal considerations related to errors in persona in Indonesia and Hungary.

METHODOLOGY

This research discusses default by the parties, along with the application of the law in society and errors in person, which are viewed from the perspective of Indonesian and Hungarian law, which both adhere to the civil law system. Indonesia is guided by the Pancasila legal system, which includes civil law, customary law, and Islamic law, which serves as the focal point of the comparative analysis along with Hungary. This research was carried out using a case approach, which emphasizes the analysis of the judge's considerations in a decision in the form of a rejection at the appeal stage submitted by the defendant, and a comparative approach by comparing legal or regulatory viewpoints that apply in 2 (two) countries.

Methodologically, this research used a normative approach whose object is the law itself by utilizing secondary data sources, which consist of primary, secondary, and tertiary legal materials (Ibrahim, 2022). Primary legal materials are binding legal materials, including the Civil Code and court decisions (Soekanto, 1986). Secondary legal materials, such as additional legal materials, include books, articles, journals, and documents obtained through library methods (Amiruddin & Asikin, 2004). Meanwhile, tertiary legal materials cover expert opinions and newspapers. This research employed the theory of legal realism by examining law in the context of reality. This data analysis relied on descriptive techniques to ensure consistency with the information obtained from the decisions studied, especially in Decision Number 61/PDT.G/2020/PN SMR and Decision Number 59/PDT/2021/PT SMR.

RESULTS AND DISCUSSION

A. COMPARISON OF STANDARD CLAUSES FROM AN INDONESIAN AND HUNGARIAN PERSPECTIVE

Fundamentally, based on the law in force in Indonesia and Hungary, there are several very significant similarities in the interpretation of defaults that occur in an agreement, and there are several differences when viewed based on the judicial review system between the two. Both use the civil law legal system, although in Indonesia, it is combined with other legal systems. This provision is regulated in the Civil Code of Indonesian law and the Civil Code of Hungarian law.

1. Indonesian Perspective

The development of the legal system in Indonesia adheres to the Continental European legal system, known as civil law. This legal system is the legal system implemented by former Dutch colonial countries. As a Dutch colony, the legal system used by Indonesia is based on the principle of coordination, which is why civil law applies.

In this legal system, Indonesia regulates agreements in Article 1457 of the Civil Code, which states that "Agreement is a form of agreement that binds the parties involved, accompanied by the right to receive achievements and the obligation to carry out performance." An agreement is between two parties who agree and are committed to implementing it according to what is in the agreement (Subekti, 1980). As a result, failure to fulfill agreed obligations gives rise to default (Meliala, 2014).

A default is a condition in which someone does not fulfill the performance as promised (Simanjuntak, 2009). Article 1238 of the Civil Code regulates that a breach of contract can be characterized by a party making a mistake or negligence by one of the parties, which results in an obligation not being fully carried out, thereby causing losses to the other party. Default can appear in various forms, including not doing what has been agreed, carrying out what was promised, carrying out what has been agreed upon but not being implemented, and carrying out something contrary to the agreement (Yahman, 2016).

Legal protection is needed to protect individuals and regulate relationships based on existing norms or rules, thereby creating social cohesion (Setiono, 2004). In the context

of agreements, legal protection includes respect for the rights of parties affected by default.

The emergence of several losses that must be borne by one of the parties due to default creates several forms of protection that can be carried out from an Indonesian legal perspective, namely by granting several rights as follows (Fuady, 1999):

- a. *Exceptio non adimpleti contractus* by refusing to carry out performance after another party has defaulted
- b. Rejection of performance because it is not in accordance with what was promised
- c. Demanding restitution from the party who has defaulted in the form of returning the performance that has been carried out by the party who has carried out the previous performance

According to the Civil Code, as a legal reference in force in Indonesia, if the buyer is in default, the buyer is obliged to carry out the following penalties or sanctions:

- a. Article 1243 of the Civil Code stipulates that the buyer must compensate for losses suffered by the seller.
- b. Article 1266 of the Civil Code regulates that the aggrieved party has the right to terminate the agreement.
- c. Article 1237 of the Civil Code regulates the transfer of risk to the buyer in the event of default and applies to agreements to provide something.
- d. Article 181, paragraph 1 regulates the *Herziene Inland Reglement* (HIR) to pay court costs if the buyer is proven to have defaulted.
- e. Article 1267 of the Civil Code requires that the agreement be fulfilled if its implementation is still possible or that termination of the agreement be accompanied by payment of compensation. Compensation can arise due to 2 (things), namely breach of contract or unlawful act (Tjoanda, 2010)

These provisions outline the legal consequences for parties who fail to fulfill their performances or obligations under Indonesian law. The cancellation of an agreement through the court, as contained in Article 1266 of the Civil Code, means that cancellation will apply to reciprocal agreements. In cases where a default occurs, it can be said to be null and void, and the annulment must be requested in court. Disputes of default under

the positive law applicable in Indonesia can be resolved through 2 (two) solutions (Fuqoha, 2020):

a. Non-Litigation

Non-litigation resolution can be achieved through Alternative Dispute Resolution (hereinafter referred to as ADR). ADR is a concept of dispute resolution carried out outside of court with alternative judicial procedures that are relatively cheaper than through the judicial process. According to Act No. 30 of 1999, forms of ADR include consultation, negotiation, mediation, conciliation, and arbitration (Margono, 2000). By resolving this dispute, a win-win solution will be created.

b. Litigation

Litigation is dispute resolution in court, where the parties defend their position to protect their rights in court. By resolving this dispute, a win-lose solution will be found.

If the obligations of one party, either the seller or the buyer, are not fulfilled, the injured party can file a lawsuit at the local District Court. As in the case above, the seller feels aggrieved by the buyer's default. If the buyer objects to the decision of the District Court, the buyer can submit an appeal to the High Court within 14 (fourteen) days from the issuance of the decision at the first instance at the District Court.

2. Hungarian Perspective

A country that adheres to Continental European law in all aspects of its people's lives is certainly regulated in a written constitution or law to ensure legal certainty. The development of the civil law legal system in mainland European countries is referred to as civil law. It originates from laws that were codified and in effect during the Roman Empire (Wantu, 2015).

According to the law in force in Hungary, the Civil Code, it is stated in Part Two, General Rules on Contracts, Title IV, that an agreement or contract is a mutually beneficial and harmonious juridical act of the parties, which is the origin of the obligation to perform services and rights to obtain services arising. However, in fact, there is often one party that fails to carry out its performance obligations and causes losses to the other party, or what is called a default.

This default is regulated in the Civil Code or *Burgelijk Wetboek*. In Hungary, it is stated in the Civil Code, Title X, Breach of Contract, Chapter XXII, that a default is a

breach of contract, which means failure to carry out any obligation in accordance with the agreement. Therefore, these two laws require protection, especially for parties whose interests are harmed.

The Civil Code in force in Hungary states that legal protection can be carried out in several ways, namely by exercising the right of defense and cancellation or unilateral termination. The right to defend is if the injured party can defend his or her performance until it is carried out by the party who is obliged to carry out the performance or until adequate financial security is provided.

Unilateral cancellation or termination also applies if the interest of the recipient of the performance that should have been implemented has ceased so that he can cancel the agreement or when, at the end of the agreement, the existing situation cannot be restored in the form of goods or other provisions in accordance with the applicable law. Based on the principle of proportionality, an agreement can only be terminated unilaterally if the other party has committed a serious violation of the agreement (Kemenes, 2014).

As a reference for the law in force in Hungary, it also contains matters relating to default, which can have legal consequences, including the following:

- a. A party who feels that their interests have been harmed can request that the agreement be fulfilled in accordance with the provisions of the agreement agreed upon by both parties. Fulfillment of this agreement includes fulfilling obligations that have not been fulfilled by forcing the party who is in default to do what has been agreed in the agreement.
- b. Termination of performance or obligations in its implementation does not need to be proven to cancel the agreement if it has been clearly stated in the agreement.
- c. For compensation for losses, if fulfillment of an agreement is inadequate or impossible to fulfill, the party who suffers the loss can submit a claim for compensation, which aims to return the party whose interests have been harmed to the position they would have been in if there had been no default.

Similar to the law in force in Indonesia, Hungary also stipulates in Chapter XXXI, Transfer of Contract, Title XIII, DISSOLUTION OF CONTRACT BY AGREEMENT OR A UNILATERAL STATEMENT, that dissolution of the agreement can be carried out in 3 (three) ways, namely by agreement of the parties, unilateral legal action, and

dissolution through court. Dissolution is based on the agreement of the parties, where the parties can dissolve the agreement at a later date according to mutual agreement with the same remedies; if it cannot be restored to its original condition, the agreement cannot be canceled.

Even though there are many similarities between the 2 (two) countries, there are also differences in terms of the judicial review system, as in the table below:

Table 1.

Differences in terms of the judicial review system between Indonesia and Hungary

Indonesian Judicial Review System	Hungary's Judicial Review System
The Constitutional Court's authority does not only focus on the legal review system.	The Constitutional Court's authority centers on examining the constitutionality of laws.
The Constitutional Court does not have the authority to examine draft laws where the bills have not yet become drafts of legislation.	The Constitutional Court has the authority to examine draft laws because they are considered drafts of legislation to prevent the enactment of legal products that are predicted to be unconstitutional.

B. JUDICIAL DELIBERATIONS CONCERNING ERRORS IN PERSONA IN INDONESIA AND HUNGARY

1. Analysis of the Judge's Considerations in Decision Number 59/PDT/2021/PT SMR

This phenomenon of the judge's decision must be based on several considerations, which include various sociological, philosophical, and juridical aspects. This case continues to the appeal stage, where the defendant submits an objection because he is dissatisfied with the decision made by the previous court in the first instance.

a. Samarinda District Court Level in Decision Number 61/Pdt.G/2020/PN SMR

In this first-level decision, the judge decided that the lawsuit submitted by "P" could be accepted and granted in part. It confirms that the evidence presented by "P" is valid. The main dispute between the parties is in the form of a cooperation agreement

with profit sharing carried out between "P" and "D1," and the sale and purchase agreement between "P" and "D2" states that the defendant is in default, payment/repayment of the remaining land price by "D2, " punished "D1" to pay the profits expected by "P," ordered or requested assistance from the Samarinda Police security officers to vacate and demolish the house because it did not have a building permit, and sentenced "D1" and "D2" to pay the court costs incurred in this case amounted to IDR 452,000,-. Based on Decision Number 61/Pdt.G/2020/PN SMR with Ir. Abdul Rahman, as the chief judge at the Samarinda District Court, in deciding a case, the judge, of course, explains the legal considerations contained in the decision.

The decision stated that "D1" and "D2" had committed a breach of contract and that the requested security confiscation was valid and valuable. It is evident from the repayment of "D2," which was not carried out, but in a fairly short time, two houses were built on land belonging to "P," which belonged to "D1" and "D2". That is where the agreement between "P" and "D1" had been canceled by "D1" unilaterally on the grounds that "D2" had no desire to build a house on the land.

The existence of strong evidence helps the judge in taking legal considerations, which state according to the law that "D1" and "D2" either individually or jointly must pay material and immaterial compensation to "P" and sever the legal relationship between the plaintiff and the defendant for all consequences, and punishing "D1" to pay for the loss of profits expected from the profit-sharing agreement with "P," with an initial profit-sharing agreement of IDR 100,000,000,-.

b. Samarinda High Court Level in Decision Number 59/PDT/2021/PT SMR

By granting the lawsuit filed by "P" in part at first instance in Decision Number 61/Pdt.G/2020/PN SMR, this resulted in the defendant losing. Thus, parties "D1" and "D2" filed an appeal at the Samarinda High Court, which resulted in a decision as contained in the legal considerations in Decision Number 59/PDT/2021/PT SMR. Responding to the objections raised by the defendants, Absoro, as the chief judge of the Samarinda High Court, decided several things, namely partially granting the "P" lawsuit in order to correct the decision that had been issued by the court of the first instance, namely the Samarinda District Court. It was declared valid and valuable that the evidence submitted by "P" sentenced "D2" to pay the remaining settlement amounting to IDR 200,000,000, punished "D1" for the loss of profits expected by "P"

amounting to IDR 50,000,000, sentenced the defendants to pay court costs amounting to IDR 150,000,000 and to reject the claim "P" in addition and the remainder.

In this decision, the appellant, namely "D1," objected to the first instance decision issued by the court. The appeal was filed because, in the decision that the Samarinda District Court had decided, several things were deemed unfit to be decided, namely regarding changes/repairs to the lawsuit, the National Land Agency's lack of authority, and error in persona, which means the lawsuit submitted was at the wrong address and groundless. It was considered an error in person because, in the lawsuit addressed to "D1," the agreement was previously deemed to have been canceled. It is where between "P" and "D1," there was no legal relationship that required both of them to carry out a performance.

Both agreements had been canceled prior to the sale and purchase agreement between "P" and "D2." Therefore, the lawsuit filed by "P" against "D1" regarding the payment of compensation for the profits expected in the agreement is considered to be void and is an error in persona according to "D1."

2. Indonesia and Hungary's Legal Perspective on Error in Persona Cases

Act Number 48 of 2009 Article 5 paragraph (1) states that judges are obliged to discover, follow, and understand the legal values and sense of justice that exist in society. This can be done as a basis for consideration when deciding a case. In Decision Number 59/PDT/2021/PT SMR, the Panel of Judges chose to reject the error in persona submitted by the appellant, who was originally referred to as "DI."

Error in persona itself is a formal defect in the form of an error in determining the legal subject being sued in a lawsuit. The person sued in the lawsuit is not the person who should be responsible for problems that occur because of something. Regardless of what the defendant explains in his exception, the judge can have a different opinion, even if the defendant thinks what is alleged is an error in persona.

The decision that the judge has made is, of course, correct, meaning that an agreement cannot be canceled unilaterally. It is true that the act committed by "D1" was proven to be an unlawful act, as it involved building a house on land belonging to "P" without the permission of the land owner, namely "P." However, unilateral cancellation is also considered a breach of contract.

Moreover, in the lawsuit submitted, it is stated that the issue being sued is a breach of contract, not an unlawful act. If an unlawful act is stated, the decision could be considered an error in person. This was decided because the actions carried out by "D1" were far detrimental to "P" when compared with the placement on land owned by "P."

"P" is the party most disadvantaged by the actions carried out by the parties, supported by recognition from "D1" for his actions in entering into an agreement with "P" and terminating it unilaterally. Error in persona or exception in persona, as regulated in civil law, is when there is a mistake by a party in a lawsuit that constitutes a formal defect. This is because the party who acts as the plaintiff or defendant in court is not the party directly involved in the agreement or is often said to be mistaken/inaccurate in his determination.

In the case above, the exception filed by "D1" against "P"'s lawsuit was based on an error in persona, where the lawsuit was addressed to the wrong person (M. Yahya, 2002). When viewed from the legal perspective of several countries, the varying legal systems and different principles have different impacts on the legal views in these countries regarding errors in person. However, this research discusses the legal perspective between 2 (two) countries, namely Indonesia and Hungary, both of which have very significant similarities.

The concept of error in persona in Hungary is regulated in the Hungarian Civil Code (*Polgari Torvenykonyv*), specifically regarding contractual obligations. Errors in persona have the potential to affect the validity of an agreement. If there is a fundamental error that is included in the essence of an agreement, this can be a basis for questioning the validity of the agreement. It is common for errors to refer to one party regarding the identity of another party, where one party believes they have entered into an agreement with a particular person who is not the party they are supposed to be.

It is different if there are errors only about secondary details. As such, this is not enough to invalidate a contract. A party who feels aggrieved by an error in person in an agreement in Hungary can ask for responsibility to overcome violations of the agreement as follows:

- a. Providing compensation to the injured party for breach of agreement
- b. Ordering the violating party to fulfill its contractual obligations

- c. The right to terminate the agreement depends on the nature and severity of the breach

Meanwhile, based on the law in force in Indonesia regarding errors in persona, this is also regulated in the Indonesian Civil Code. Similar to Hungary, in Indonesia, errors in person have the potential to affect the validity of the agreement if the error is fundamental, substantial, and relates to fundamental aspects of the agreement. The legal consequence of an error in persona is that a lawsuit is considered formally flawed and declared inadmissible.

Errors in person are, in fact, divided into three types, namely disqualification in person, wrong party targeting, and lawsuits lacking parties (Erizka Permatasari, 2021). Disqualification in person occurs if party "P" is not a person who has the right to sue. Wrong-party targeting occurs if the target party is not the party directly implementing an agreement. Meanwhile, a lawsuit lacking parties occurs if the plaintiff or defendant is declared incomplete because there should still be parties who must participate, either as plaintiff or defendant.

CONCLUSION

Agreements have different meanings in each country depending on the legal system that is followed in each country. The legal systems adopted by Indonesia and Hungary have quite significant similarities because they both adhere to a civil law legal system. Indonesian law views an agreement as something that arises from the agreement of the parties. Meanwhile, according to applicable law in Hungary, agreements arise based on mutually beneficial and harmonious juridical actions of the parties. Both of them explained that the legal consequences of default give rise to the right of the party who feels aggrieved to be able to demand compensation according to the amount of loss incurred; however, in Hungary, the fulfillment of obligations is prioritized before compensation.

Decision Number 59/PDT/2021/PT SMR is correct because the context of the lawsuit filed is in the form of a breach of contract, not an unlawful act. It is where the two defendants were proven to have committed a breach of contract. Thus, this was the judge's reference in the appellate level decision by rejecting the contents of the lawsuit regarding the error in persona submitted by party "D1." Apart from that, the legal perspective between 2 (two) countries, namely Indonesia and Hungary, has quite significant similarities in viewing errors in person.

Both are based on the Civil Code in their respective countries, which states that errors in person have the potential to affect the validity of an agreement.

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