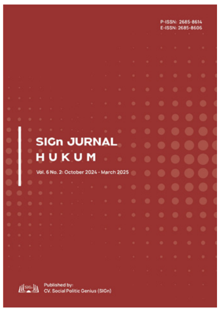

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Article Title

Legal Implications of Government Default in the Ranggulalo Market Construction Contract: An Analysis of Decision Number 28/Pdt.G/2021/PN Dgl

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ABSTRACT

Government Default in Construction Contracts executed under assistance task projects raises questions concerning accountability and legal certainty, as exemplified by the Ranggulalo Market construction case. This study aims to analyze the legal implications of the Sigi Regency Government's Default and to identify how legal accountability for the outstanding contract payment was determined based on Decision Number 28/Pdt.G/2021/PN Dgl. A normative legal research methodology utilized case, statutory, and conceptual approaches through qualitative analysis of the court decision, pertinent regulations, and secondary legal materials. The analysis reveals that the court determined the Defendant had committed Default and was responsible for paying the outstanding contract balance—acknowledging the involvement of the Co-Defendant—despite complexities concerning the Commitment-Making Official's mandate, predicated on the binding civil law nature of the contractual relationship. The principal legal implications arising from this Default include the imposition of direct financial obligations on the government, the disruption of the fundamental principle of contractual equilibrium, diminished legal certainty for service providers, and the emergence of administrative and institutional consequences for the regional government involved. In conclusion, this judgment affirms government accountability in civil contracts and underscores the judiciary's vital role in upholding the pacta sunt servanda principle. Concurrently, it highlights the urgent need to refine regulations concerning assistance tasks and strengthen contract governance within regional government environments.

Keywords: *Assistance Task; Construction Contract; Court Decision; Government Default.*

INTRODUCTION

Agreements, or contracts, constitute a fundamental pillar within the civil law order, serving as principal legal instruments that legitimize and govern interactions among legal subjects across various aspects of life, including economic and business relations (Sebastian et al., 2025). Article 1313 of the Civil Code defines an agreement as an act whereby one or more persons bind themselves to one or more other persons, thereby creating rights and obligations for the involved parties. The essence of a contract resides in the mutual consent of the parties, formalized and made binding under the principle of *pacta sunt servanda* (Junaedi et al., 2025). This principle dictates that fulfilling obligations is paramount and legally protected, ensuring certainty and predictability within contractual relationships. This tenet applies universally, binding not only individuals and private legal entities but also public entities, such as the government, when acting in their civil capacity, particularly in executing contracts to procure goods and services for the public interest.

Ideally, contract execution necessitates the voluntary and precise fulfillment of obligations by all parties as stipulated (Sinaga, 2018). In practice, however, deviations from these contractual duties frequently arise, recognized in legal terminology as Default (Wanprestasi) or breach of contract. Default signifies a debtor's failure to meet their obligations, which, according to legal doctrine, may manifest in several forms: complete non-performance, untimely performance, or performance that fails to meet the agreed-upon quality or quantity specifications. Default imposes legal consequences upon the negligent party, primarily establishing liability for damages payable to the aggrieved creditor, alongside potential remedies such as contract rescission or risk transfer. Addressing Default through legal means is crucial for upholding the integrity of the contract law system and protecting the rights of parties who engage in good faith (Triwijaya et al., 2025).

The complexity surrounding Default is amplified when the government acts as a contractual party, particularly in strategic, high-value construction projects (Setiyawan et al., 2025). In this context, a pertinent legal precedent for examination is the contractual dispute concerning the Construction of the Ranggulalo Public Market in Sigi Regency, Central Sulawesi Province. This project, financed through the State Budget Revenue and Expenditure appropriation for Assistance Tasks managed by the Ministry of Trade, designated the Sigi Regency Government, represented by the Head of the Department of Industry and Trade, as the Commitment-Making Official. Following a tender process, CV Shalju was selected as the executing contractor. The legal relationship between the Commitment-Making Official and CV Shalju was subsequently formalized through Construction Contract Number 027/03/SPK-TP/Disperindag/2019, dated October 16, 2019, with a contract value of IDR 5,648,669,431.63 and an initial project duration of 75 calendar days.

The execution of the construction work encountered developments necessitating contractual adjustments. The submission of a Contract Change Order (CCO) by CV Shalju, prompted by variations involving additions and omissions, resulted in a revised contract value of IDR 5,521,510,000, formalized in the First Contract Addendum Number 027/19/ADDM/SPK-TP/Disperindag/2019, dated December 9, 2019. Additionally, operational constraints on-site and the administrative processing of the CCO led to a request for an extension of the completion deadline. This request was approved by the Commitment-Making Official through the issuance of the Second Contract Addendum Number 027/60/ADM.2/SPK-TP/Disperindag/2019, dated December 30, 2019, granting CV Shalju an extended timeframe until February 17, 2020. Such contractual flexibility, exercised through the addendum mechanism, signified a subsequent agreement that was valid and binding upon both parties within the framework for project completion (Achmad & Indradewi, 2024).

Although the construction of the Ranggulalo Public Market was ultimately completed by CV Shalju and formally handed over to the Commitment-Making Official through the Provisional Handover Certificate Number 05/PAN/PHO/Disperindag/SG/2020, dated February 13, 2020, a critical issue subsequently emerged concerning the fulfillment of the payment obligation for the outstanding contract balance by the government entity. CV Shalju submitted claims for the remaining payment amounting to IDR 3,826,909,171, by its contractual rights. However, the Treasurer of the relevant Department failed to disburse the payment, citing various reasons ranging from the necessity of an inspection by the Sigi Regency Inspectorate, a re-examination by the Central Sulawesi Provincial Financial and Development Supervisory Agency (BPKP) to the assertion that the market assets were not yet wholly owned by the Sigi Regency Government. Successive attempts by CV Shalju to secure payment through official correspondence and direct communication yielded no concrete outcome or assurance of settlement.

The Sigi Regency Government's failure to meet its payment obligation following the project handover formed the basis of the lawsuit for Default initiated by CV Shalju (Plaintiff) at the Donggala District Court. In Decision Number 28/Pdt.G/2021/PN Dgl, the Panel of Judges partially granted the Plaintiff's claim. The Court affirmed the validity and binding nature of the Construction Contract and its associated Addenda and expressly found that the Regent of Sigi Cq., the Head of the Department of Industry and Trade (Defendant), had committed Default. Consequently, the Court ordered the Defendant to pay the outstanding contract balance of IDR 3,346,980,220 to the Plaintiff. Furthermore, the Minister of Trade (Co-Defendant) was ordered to respect and comply with the judgment. This decision represents a significant legal milestone concerning enforcing contractual accountability against government entities.

Decision Number 28/Pdt.G/2021/PN Dgl forms the central focus of this research, as it clearly illustrates the legal predicament arising from Government Default in the execution of a Construction Contract. The defendant's failure to remit payment raises fundamental questions regarding the attendant legal implications and the applicable mechanisms for accountability, particularly when involving bureaucratic structures and the potential delegation of authority. Against this backdrop, this research is dedicated to conducting an in-depth analysis of the legal implications for the government stemming from the Default in the Ranggulalo Public Market Construction Contract, as adjudicated in Decision Number 28/Pdt.G/2021/PN Dgl. This study aims to elaborate on the legal consequences of said Default and identify how the court established legal responsibility for fulfilling the outstanding payment obligation, considering principles of contract law and the distribution of authority among governmental parties. The findings are expected to contribute to the academic discourse within contract law and state administrative law and provide practical insights into the enforcement of creditor rights against government debtors in disputes arising from public procurement contracts.

METHOD

This research methodology is systematically designed to ensure an in-depth and valid analysis of the legal implications of Government Default within the context of the Ranggulalo Public Market Construction Contract, particularly as reflected in Decision Number 28/Pdt.G/2021/PN Dgl. The study is fundamentally classified as normative legal research, often called doctrinal legal research. This classification stems from the research's core focus, which centers on analyzing positive legal norms, legal principles, legal doctrines, and legal instruments, notably judicial decisions, rather than collecting and analyzing empirical data concerning social facts (Qamar & Rezah, 2020). Consequently, the employed methodological framework is exclusively oriented towards exploring and analyzing the legal aspects of the issue under investigation.

To address the research questions comprehensively, this study employs a combination of complementary methodological approaches. The primary method is the case approach, positioning Decision Number 28/Pdt.G/2021/PN Dgl as the central focus of the analysis. This approach thoroughly examines the judicial reasoning (*ratio decidendi*), relevant legal facts, and the operative part of the judgment to comprehend how the court construed the Government Default and ascertained its legal consequences. This case approach is inherently supported by the statute approach, which involves identifying and analyzing the pertinent normative framework. It includes relevant provisions within the Civil Code concerning obligations and Default, alongside other specific laws and regulations governing government procurement and the execution of Construction Contracts. Furthermore, a conceptual approach is utilized to elucidate the meaning and scope of fundamental legal concepts relevant to the inquiry—such as the nature of Default, the characteristics of government contracts, theories of legal liability, and the status of public legal entities—thereby establishing a robust theoretical foundation for the analysis.

The application of these approaches is supported by meticulously classified legal materials. Primary legal materials, the principal data source endowed with the highest legal authority, comprise an authentic copy of Decision Number 28/Pdt.G/2021/PN Dgl, along with all associated court documents and the full texts of the relevant statutes and regulations previously identified. In addition, this research draws upon secondary legal materials, which provide explanations, interpretations, and theoretical context for the primary sources. These secondary materials encompass authoritative textbooks in contract law, construction law, and state administrative law; articles published in reputable scholarly law journals; and established legal doctrines articulated by prominent legal scholars. The integrated use of both primary and secondary legal materials is intended to ensure the depth and comprehensiveness of the analysis (Sampara & Husen, 2016).

Primary and secondary legal materials were collected through systematic library research and documentary analysis techniques, encompassing locating, inventorying, selecting, and recording relevant sources (Irwansyah, 2020). Following the compilation of these materials, qualitative data analysis was performed, adhering to structured methodological steps. The analytical process commenced with meticulously identifying the legal facts presented within Decision Number 28/

Pdt.G/2021/PN Dgl. Based on these facts, the core legal issues directly pertinent to the research questions—concerning the implications of Default and government accountability—were subsequently identified and formulated. The next stage involved the legal interpretation of the norms contained within the applicable legislation and the judicial reasoning articulated in the Decision, employing established canons of legal interpretation. The final phase of the analysis consisted of critical evaluation and the construction of logical and argumentative legal reasoning to derive well-founded scholarly conclusions that comprehensively address the identified legal issues and fulfill the research objectives in an accountable manner.

RESULTS AND DISCUSSION

A. Analysis of the Legal Liability of the Sigi Regency Government Arising from Default in the Ranggulalo Market Construction Contract

1. Legal Standing and Authority of the Parties within the Contractual Relationship

Identifying the legal standing and authority of the involved parties constitutes a fundamental step in analyzing contractual liability. Primary legal facts, derived from court documentation, specifically Construction Contract Number 027/03/SPK-TP/Disperindag/2019 (Exhibit P-1), clearly demonstrate the existence of a legal bond between two distinct legal subjects: the Plaintiff, acting as the service provider (contractor), and the Defendant, acting as the service recipient (employer/client). The existence of this written contract, executed by duly authorized representatives of both parties, gives rise to the initial legal issue concerning the nature and binding force of the legal relationship thereby established (Alfarisi et al., 2023).

An interpretation of Article 1338 of the Civil Code confirms that any agreement lawfully entered serves as binding law for the parties. Compliance with the requirements for a valid agreement, as stipulated in Article 1320 of the Civil Code, against the factual background of the Ranggulalo Market Construction Contract leads to the assessment that the contract fulfilled the criteria for legal validity. Consequently, the applicable legal reasoning dictates that both Defendant and Plaintiff were legally bound by the clauses contained within the contract, including the reciprocal rights and obligations mutually agreed upon (Bukit et al., 2018).

A further pertinent legal fact is the Defendant's role as the implementing entity for the public market construction program, financed through the State Budget Revenue and Expenditure via an assistance task mechanism.

This circumstance gives rise to legal issues concerning the nature of the legal relationship—whether governed by civil law or state administrative law—and the specific authority vested in the Commitment-Making Official. Referencing Law Number 23 of 2014 and Supreme Court Regulation Number 2 of 2019, a systematic interpretation indicates that when the government enters into contractual agreements with private parties for the procurement of goods or services, the resultant legal relationship is predominantly characterized as civil (private law), rather than a subordinative public law relationship. The fact that this dispute was adjudicated before the District Court, coupled with the absence of any successful challenge to the court's absolute jurisdiction, reinforces the conclusion that the parties' legal standing within this contract was one of equality under the civil law framework.

Concerning the authority of the Commitment-Making Official, their appointment under the Decree of Minister of Trade Number 829 of 2019 and their actions within the context of an assistance task raise issues regarding the source and limits of their authority. An interpretation of the regulations about assistance tasks and government procurement suggests that the Commitment-Making Official, in this scenario, functions as a delegate or representative of the state/government, entrusted with managing a specific budgetary allocation and project implementation (Istiqlallia et al., 2020). The legal reasoning posits that, although the funding originated from the State Budget Revenue and Expenditure, the Commitment-Making Official—who directly signed the contract and oversaw its execution locally—is the entity legally possessing the requisite authority (bevoegdheid) to act for and bind the institution represented (the Department of Industry and Trade of Sigi Regency) in this contractual engagement. Therefore, this official constitutes the direct point of contractual accountability towards the service provider (Plaintiff) (Elcaputera, 2021).

2. Legal Construction of Default by the Government in Decision Number 28/Pdt.G/2021/PN Dgl

Having established the legal standing of the parties, the analysis proceeds to legally construe the occurrence of Default by the government entity based on the ascertained legal facts and applicable legal norms. The identification of legal facts confirms that the foundation of the parties' relationship was a valid contract, consistent with Article 1320 of the Civil Code, thereby creating reciprocal obligations. A critical factual element is the Plaintiff's completion of its principal obligation—namely, the physical construction of the Ranggulalo Public Market—attested to by the Provisional Handover Certificate Number 05/PAN/PHO/Disperindag/SG/2020 (Exhibit P-4). This situation precipitates the fundamental legal issue: whether the Defendant's failure to remit full payment following the acceptance of the completed work qualifies as a Default under the prevailing positive law of Indonesia.

An interpretation of the law of obligations, specifically Article 1338 of the Civil Code, which mandates contractual performance in good faith (Khalid, 2023), and Article 1234 of the Civil Code, which defines performance (prestasi) as the obligation to give, to do, or not to do something, affirms that payment constitutes the principal counter-performance obligatory upon the service recipient following the acceptance of the work product from the service provider (Agustina & Purnomo, 2023). Default, understood doctrinally and juridically (implicitly addressed in Articles 1238 and 1243 of the Civil Code), denotes the failure of a debtor to fulfill their contractual obligations (Nevianti et al., 2024). Applying this definition to the factual matrix of the case, the legal reasoning leads to the conclusion that the Defendant's failure to remit the remaining 70% of the contract value falls within the category of Default, characterized by the failure to perform an act which was promised—namely, the obligation of payment.

An evaluation of the pertinent legal facts further substantiates this construction of Default. The fact that Plaintiff repeatedly demanded payment (on at least three occasions through official letters), yet these demands were disregarded by Defendant, points towards evident negligence. The justifications presented by the Defendant about internal administrative obstacles—such as purported errors in the fund disbursement procedure at the Palu State Treasury Service Office, which led to the funds being returned to the state coffers—cannot, as a matter of law, typically be categorized as force majeure or a valid legal excuse absolving the Defendant of its contractual payment obligation towards the Plaintiff. The legal doctrine concerning force majeure necessitates an event beyond the debtor's control that is both compelling and unforeseeable; internal bureaucratic difficulties ordinarily do not meet these criteria. Therefore, a critical evaluation of these facts concludes that Defendant remained negligent in fulfilling its obligation.

Ultimately, the legal construction establishing Default on the part of Defendant received formal judicial affirmation through Decision Number 28/Pdt.G/2021/PN Dgl. An examination of the third point (diktum) within the operative part concerning the merits of the case indicates that the court explicitly declared the Defendant to have committed Default. This determination by the judicial body carries binding legal force and serves as the formal legal justification for the occurrence of Default in this particular case.

3. Identifying the Legal Entity Liable for Payment of the Outstanding Contract Balance

Following the construction of the Default, the subsequent analysis focuses on precisely identifying the legal entity responsible for fulfilling the outstanding payment obligation owed to the Plaintiff. The legal fact that the Sigi Regency Government implemented the project, yet financed through the State Budget Revenue and Expenditure via the Ministry of Trade under an assistance task scheme, inherently gives rise to a legal issue concerning the distribution of financial liability. This issue was further highlighted by the Defendant's submission of an error in subjecto objection (an objection regarding the proper party defendant), attempting to shift responsibility towards the Central Government as the source of the funds. Determining the legally liable entity requires careful interpretation of contract law principles, state administrative law pertinent to assistance tasks, and public entities' legal capacity and authority (Indrawan & Sousa, 2024).

An interpretation of fundamental contract law principles, notably the doctrine of privity of contract, affirms that contractual rights and obligations generally bind only the direct parties to the agreement (Wiraantaka et al., 2025). The principal legal fact in this case is the execution of Construction Contract Number 027/03/SPK-TP/Disperindag/2019 (Exhibit P-1) by the Commitment-Making Official (representing the employer/client) and CV Shalju (the Plaintiff, as the service provider). Legal reasoning predicated on the privity principle leads to the preliminary conclusion that the Commitment-Making Official, as the institutional representative of the Sigi Regency Government in the execution of the contract, is the legal entity directly bound by and responsible for the fulfillment of all ensuing contractual obligations, including payment. The Central Government's role as the funding source, though factually significant, does not establish it as a direct party to the contractual undertaking with the Plaintiff.

A complicating factor arises from the legal fact concerning the expiration of the specific mandate assigned to the Commitment-Making Official on December 31, 2019, as stipulated in the Decree of Minister of Trade Number 829 of 2019. It occurred while the payment obligation pertained to work completed after this date, governed by the Second Contract Addendum. This situation raises a subsequent legal issue: Does the cessation of an official's specific mandate automatically discharge the institution from liability for obligations arising from a legal relationship that continues in effect? Interpretations drawn from administrative law doctrine and the principle of institutional, rather than personal, liability suggest otherwise. As noted by Ersanda et al. (2023), responsibility for valid legal acts performed during an official's term, as well as obligations derived from the entire contractual relationship lawfully extended (inclusive of its addenda), remains vested in the institution (in this case, the Sigi Regency Government). The underlying legal reasoning is that the institution, having benefited from the contract's execution and having initially delegated the authority, persists as the primary entity accountable at the institutional level.

Ultimately, an evaluation of the operative part of Decision Number 28/Pdt.G/2021/PN Dgl provides the conclusive juridical answer within the specific context of this case. An identification of the judgment's dicta indicates that the court expressly assigned full responsibility to the Defendant (Sigi Regency Government Cq. the Head of the Department of Industry and Trade) and the Co-Defendant (Ministry of Trade). Furthermore, the court ordered the Defendant to make the payment while commanding the Co-Defendant to submit and comply with the judgment. This operative part suggests that the court found a legal basis for involving both levels of government in ensuring the fulfillment of the obligation towards the Plaintiff, even if the nature and foundation of their respective responsibilities might differ.

4. Analysis of the Finding of Default and the Defendant's Liability in the Operative Part of Decision Number 28/Pdt.G/2021/PN Dgl

The analytical focus at this stage centers on the juridical determination articulated within the operative part of Decision Number 28/Pdt.G/2021/PN Dgl, representing the final output of the judicial proceedings in establishing the Default status and the Defendant's attendant liability. Identification of the legal fact presented in the third point (diktum) of the operative part relating to the merits of the case explicitly states:

> *"Declares the Defendant, the Regent of Sigi Cq. the Head of the Department of Industry and Trade of Sigi Regency, to have committed Default (Wanprestasi)."*

The legal issue concerns this declaratory statement's binding force and legal significance within the judgment. An interpretation grounded in civil procedure law affirms that the operative part is the core element of a judgment, vested with executory power and binding upon the parties involved; this declaration definitively establishes the Defendant's legal status as the party in Default for this specific case. An evaluation of this dictum indicates that it constitutes a formal legal affirmation of the previously elaborated construction of Default, serving as the primary legal basis for determining the resultant consequences.

The subsequent analytical step is to identify how the operative part establishes the financial consequences constituting the Defendant's liability. The legal fact drawn from the fourth point (diktum) of the operative part concerning the merits explicitly commands:

> *"Orders the Defendant to pay the remaining unpaid contract value for the 2019 construction work of the Ranggulalo Public Market, Sigi Regency, to the Plaintiff amounting to IDR 3,346,980,220."*

The corresponding legal issue examines how this payment order reflects the Defendant's financial responsibility arising from the Default. Interpretation of this order indicates it is the principal form of enforced fulfillment of the contractual payment obligation, tantamount to primary damages. Further legal reasoning, considering that the court factored in the calculation of delay penalties attributable to the Plaintiff when determining this final amount, suggests the operative part not only enforces the Plaintiff's rights but also applies a principle of balance by accounting for the Plaintiff's negligence regarding timeliness. An evaluation of this dictum leads to the conclusion that the court specifically quantified the Defendant's financial liability as a direct consequence of the established Default (Sihombing et al., 2023).

The operative part also encompasses legal determinations regarding other involved parties and procedural costs. The legal fact articulated in the fifth point (diktum) explicitly orders the Co-Defendant to submit to and comply with this judgment. Concurrently, the sixth point (diktum) mandates that the Defendant pay the court costs, which are assessed at IDR 4,257,000. The pertinent legal issue concerns the significance of these two directives. An interpretation based on civil procedure law indicates that the order for compliance binds the Co-Defendant legally to the outcome of the decision, which holds relevance given their role concerning the funding source and the assistance task framework. The imposition of court costs is interpreted in light of Article 181(1) of the HIR (Herziene Indonesisch Reglement), the procedural code generally assigning costs to the losing party. An evaluation of these two dicta reveals that the court comprehensively regulated the ramifications of its decision, extending not only to the Plaintiff and Defendant but also involving the related party (the Co-Defendant). Simultaneously, the court applied the customary procedural consequence—the allocation of court costs—that arises from the Defendant being adjudged the party in Default and, consequently, the unsuccessful litigant.

In sum, an evaluation of the operative part of Decision Number 28/Pdt.G/2021/PN Dgl indicates that the court authoritatively determined the occurrence of Default by the Defendant and outlined the corresponding forms of accountability. The identification of the specific points (diktum) within the operative part demonstrates the court's establishment of the legal status of the Defendant (Default), the principal financial obligation (payment of the adjusted remaining contract value), the binding involvement of the related party (the Co-Defendant); and the procedural consequences (allocation of court costs). This analysis of the operative part, constituting the final legal finding at the court of first instance, provides a solid basis for understanding how the court resolved the dispute regarding the contractual liability of the Sigi Regency Government.

B. Legal Implications of Government Default in the Execution of the Ranggulalo Market Construction Contract

1. Direct Financial Consequence: The Government's Obligation to Pay the Outstanding Contract Balance

The most direct and principal legal implication arising from the finding of the Sigi Regency Government's Default, as established by Decision Number 28/Pdt.G/2021/PN Dgl, is the imposition of a financial obligation to settle the outstanding contract payment. Examining the fourth point (diktum) in the operative part concerning the merits indicates the court's order compelling the Defendant to pay a specific sum of money to the Plaintiff. The pertinent legal issue is how to categorize this payment obligation within the framework of the law of obligations. An interpretation of Article 1234 juncto Article 1243 of the Civil Code suggests that although Default can give rise to claims for damages (including costs, losses, and interest), in cases involving a failure to pay an agreed sum of money as counter-performance for work already accepted, a court order for payment is fundamentally a form of enforced fulfillment (specific performance) of the primary obligation that is overdue (Iwanti & Taun, 2022). An evaluation within the context of this case concludes that the payment obligation imposed by the court constitutes the most fundamental financial consequence aimed at restoring the debtor to compliance with their original promise.

The subsequent analytical step involves identifying how the court arrived at the specific quantum of this financial obligation. Relevant legal facts, as detailed in the case materials, reveal a careful calculation process. The final contract value following the addenda was IDR 5,521,510,000, with the outstanding balance claimed by the Plaintiff amounting to IDR 3,826,909,171. However, another pertinent legal fact considered by the court was the delay in project completion attributable to Plaintiff, which, based on an interpretation of the contractual clause regarding penalties, resulted in a calculated deduction of IDR 248,467,950. The legal issue here pertains to how the court balanced the Plaintiff's principal claim with potential counterclaims or deductions arising from the Plaintiff's negligence (Indahwati et al., 2025). The legal reasoning underpinning the operative part's order for payment of IDR 3,346,980,220 (derived from IDR 3,826,909,171 less IDR 248,467,950) indicates that the court applied the principle of compensation or set-off, either proprio motu (on its initiative) or based upon evidence adduced during the proceedings. An evaluation of this process concludes that the court's determination of the final payable amount reflects the application of contractual justice principles, establishing the Defendant's financial liability only after considering both parties' respective rights and failings (Qadri et al., 2025).

Imposing this payment obligation using a court judgment carries significant juridical importance. The fact that the court issued a binding order compelling the Defendant, a regional government entity, to make payment underscores the affirmation of the principles of the rule of law and equality before the law, even within civil engagements involving the state. The central legal issue concerns enforcing the *pacta sunt servanda* principle against the government. Interpreting the judiciary's function in civil litigation highlights its role in providing legal certainty and restoring the aggrieved party's rights (Yanuar et al., 2025). An evaluation of this financial consequence concludes that the court-ordered payment is the most essential mechanism for vindicating the Plaintiff's economic rights. Concurrently, it reinforces the accountability of government institutions in fulfilling their contractual commitments, which, in turn, strengthens the climate of legal certainty for businesses partnering with the government.

2. Implications for the Principle of Equilibrium between Rights and Obligations in Government Contracts

The analysis of the Default in the Ranggulalo Public Market Construction Contract extends beyond the mere determination of liability and financial repercussions; it also carries more profound implications for fundamental principles of contract law, particularly the principle of equilibrium between rights and obligations. An identification of the basic structure of construction contracts underscores their inherently synallagmatic (reciprocal) nature, where the performance by one party serves as the counter-performance for the other. The ensuing legal issue is how this principle of equilibrium—implicitly contained within the concepts of good faith (Article 1338 of the Civil Code) and lawful cause (Article 1320 of the Civil Code) —operates specifically in contracts involving the government. Legal interpretation asserts that this principle necessitates proportionality and fairness in the exchange of rights and obligations between the contracting parties, regardless of the public status of one of them, thereby safeguarding the integrity and purpose of the agreement itself (Sinaga & Zaluchu, 2017).

Applying the principle of equilibrium to the legal facts of the Ranggulalo Market case distinctly reveals a fundamental disruption resulting from the Defendant's Default. Plaintiff had fulfilled its primary obligation—namely, constructing and handing over the Ranggulalo Public Market as per the contract and its addenda—while Defendant failed to discharge its corresponding primary obligation of making full payment, creating a palpable disequilibrium. The legal issue is how this failure to pay is juridically assessed based on the principle of balance. An interpretation of the equilibrium principle within this context indicates that withholding payment without a valid legal justification after receiving the full benefit of the other party's performance violates the said principle. A critical evaluation leads to the conclusion that Defendant's unilateral action detrimentally affected the core reciprocal nature of the contract, unfairly allocating the burden of loss to Plaintiff and neglecting their fundamental contractual rights.

The court's judgment compelling the Defendant to remit payment can be further interpreted as a manifestation of a law enforcement endeavor to restore the disturbed equilibrium principle. Recognizing the function of court decisions in civil disputes underscores their role as corrective instruments against contractual injustice. The relevant legal issue is how this judicially mandated payment order is a rebalancing mechanism. The legal reasoning posits that by compelling the party in Default (the Defendant) to fulfill its payment obligation, the court effectively restores the contractual relationship to its intended state of balance, ensuring that the Plaintiff's hitherto ignored rights are met as consideration for the performance already delivered. An evaluation of this implication affirms that addressing Government Default through legal enforcement is not merely significant for the recovery of individual losses; it is also crucial for maintaining the validity and credibility of the principle concerning the balance of rights and obligations throughout the practice of government procurement contracting (Wisatrioda et al., 2025).

3. Implications for Legal Certainty for Service Providers (Contractors) in Government Contracts

An analysis of the implications stemming from Government Default must also encompass its impact on the principle of legal certainty (rechtszekerheid), particularly from the vantage point of service providers (contractors) who enter into agreements with governmental entities. Identification of the fundamental needs of business operators underscores that legal certainty—especially concerning the timely fulfillment of payment obligations by the counterparty (in this instance, the government)—represents an essential element for operational continuity and strategic business planning (Riskawati, 2022). The resulting legal issue pertains to how this principle of legal certainty is safeguarded within the practical execution of government procurement contracts and how occurrences of Default, exemplified by the Ranggulalo Market case, affect it. Legal interpretation affirms that legal certainty involves the presence of clear regulations and the guarantee of effective enforcement mechanisms should breaches occur, enabling parties to rely upon the contractual commitments mutually undertaken.

The legal facts demonstrate that a sequence of actions by the service recipient (Defendant) following the completion of work by the service provider (Plaintiff) tangibly eroded Plaintiff’s principle of legal certainty. An examination of the chronological events reveals a significant period of uncertainty, beginning with the non-payment after the work handover (Provisional Handover Certificate issued in February 2020), followed by various administrative reasons cited for postponement, and culminating in a final refusal of payment in November 2021 predicated on issues related to asset status. The pertinent legal issue is the juridical impact of these governmental actions on the certainty of the Plaintiff’s rights. An interpretation of these facts indicates that Defendant’s conduct generated a situation where Plaintiff lacked clarity on when its entitlement would be satisfied, notwithstanding the full execution of its performance obligations. It directly contravenes the logical expectations inherent in a healthy contractual relationship. An evaluation of this circumstance concludes that the payment Default, exacerbated by the government’s ambiguous position and shifting justifications, substantially undermined the legal certainty that service providers should rightfully expect.

Nevertheless, dispute resolution mechanisms through the courts and the outcome represented by Decision Number 28/Pdt.G/2021/PN Dgl, which partially upheld the Plaintiff's claim, carry inherent implications for restoring legal certainty, albeit partially and ex post facto. The fact that the Plaintiff could initiate litigation and the court subsequently rendered a judgment compelling the government to pay demonstrates that, normatively, legal avenues are available for service providers to enforce their contractual rights against the government. The pertinent legal issue concerns the judiciary’s role in preserving legal certainty in government contracts. In this case, an interpretation of the judicial function positions the court as the final bastion for enforcing contractual agreements. An evaluation of the decision’s implications suggests that although the litigation process signifies a failure of legal certainty at the contract execution stage, the final, binding, and enforceable judgment provides ultimate clarity regarding the parties' rights and obligations. It also sends an important signal that contracts with the government are, in principle, legally enforceable, which could potentially strengthen the bargaining power and sense of security for other service providers in the future.

4. Potential Administrative and Institutional Implications for the Regional Government Following the Judgment

Beyond the implications for contract law principles and the legal certainty afforded to service providers, Decision Number 28/Pdt.G/2021/PN Dgl also harbors potentially significant implications for the Sigi Regency Government's internal administrative and institutional aspects. The identification of the legal fact—namely, the court's order mandating payment of IDR 3,346,980,220—gives rise to legal and administrative issues regarding the mechanism through which the Sigi Regency Government must satisfy this financial obligation. Considering that the initial funding source (the 2019 State Budget Revenue and Expenditure) had expired and noting the trial proceedings, which indicated a prior statement by the Sigi Regency Government about budgeting for this through its Regional Budget Revenue and Expenditure, an interpretation of regional financial management regulations suggests that the Sigi Regency Government is administratively obligated to allocate funds within its Regional Budget Revenue and Expenditure to execute the court judgment once it has obtained final legal force (inkracht van gewijsde). An evaluation of this implication concludes that a Default related to a contract, even one originating from a State Budget Revenue and Expenditure-funded assistance task, can create unanticipated fiscal pressures on the Regional Budget Revenue and Expenditure. It necessitates administrative adjustments in regional planning and budgeting, highlighting the crucial need for financial risk management in every project the regional administration handles (Hudaniyah et al., 2023).

Furthermore, the identification of the underlying legal facts contributing to the Default—such as the procedural errors during fund disbursement at the Palu State Treasury Service Office and the issues surrounding the Commitment-Making Official's authority at the time of signing the Second Contract Addendum following the expiration of the formal mandate from the Ministry of Trade—raises questions regarding the effectiveness of internal governance within the Sigi Regency Government. An interpretation guided by the principles of good governance highlights the need for administrative procedures that are transparent, accountable, and strictly adhere to applicable laws and regulations. The emergence of these problems may be evaluated as indicative of potential weaknesses in areas such as internal control systems, contract management capabilities, the understanding of intricate regulations (including rules on assistance tasks and the limits of officials' authority), or coordination among relevant work units involved in budget and contract execution within the Sigi Regency administration. Therefore, a key institutional implication of this case is the pressing need for the Sigi Regency Government to conduct internal assessments and enhance its administrative capacities and project governance systems to prevent similar occurrences that could jeopardize regional finances and damage the institution's reputation.

Lastly, this judgment also bears implications for affirming institutional accountability and the dynamics of inter-agency governmental relations. The fact that the court imposed liability upon the Defendant and ordered the Co-Defendant to adhere to the ruling reinforces the legal issue concerning the nature of accountability in executing governmental tasks. An interpretation derived from principles of state administrative law confirms that responsibility for the actions of officials performing their duties is essentially institutional, attaching to the agency represented rather than personal (barring proven instances of abuse of authority or actions undertaken outside official capacity). An evaluation of this decision concludes that the Sigi Regency Government, as an institution, cannot adequately disclaim the contractual obligations incurred by its legitimate officials. On the other hand, the involvement of the Co-Defendant in the court's order hints at the complexities and the potential for joint or multi-level responsibility inherent in assistance task schemes. It suggests a need for future clarification in regulating operational relationships and dispute settlement mechanisms between central and regional governments to improve the accountability and efficacy of joint programs.

CONCLUSIONS AND SUGGESTIONS

Based on the preceding results and discussion, it is concluded that the determination of the Sigi Regency Government's legal liability for the Default in payment under the Ranggulalo Public Market Construction Contract was constructed through a sequence of juridical analytical steps. This determination rested upon identifying the legal standing of the parties within the civil law framework, where the Commitment-Making Official acted as a legal subject equal to the service provider (Plaintiff) within a valid and binding contractual obligation, regardless of the funding originating from the State Budget Revenue and Expenditure through an assistance task mechanism. The occurrence of Default by the Sigi Regency Government was affirmed based on the legal fact of its failure to fulfill the payment obligation in full after accepting the performance rendered by the service provider. This failure juridically qualifies as a default due to the non-performance of an agreed obligation, even considering the existence of internal administrative complexities and issues concerning the formal mandate period of the commitment-making official. Ultimately, this legal liability was definitively established by the operative part of Decision Number 28/Pdt.G/2021/ PN Dgl, which authoritatively declared the Defendant to be in Default, ordered the payment of the outstanding sum and concurrently bound the Co-Defendant to comply with the judgment. It underscores the legal responsibility of the regional contract implementer and the legal connection to the central government agency within the specifics of this case.

Furthermore, it is concluded that the Default committed by the Sigi Regency Government in this case engendered a series of significant legal implications. The most direct consequence was the imposition of a financial obligation upon the Sigi Regency Government to settle the remaining contract payment as ordered by the court, representing a form of enforced fulfillment of the overdue performance after adjustments accounting for the service provider's delay penalties. Beyond this immediate financial impact, the case implies a disruption to the fundamental principle of equilibrium between rights and obligations in contract law; the government's failure to pay after benefiting from the completed work damaged the fair reciprocal relationship, although this balance was restored through judicial intervention. The Default also demonstrably undermined the principle of legal certainty for service providers contracting with the government, creating uncertainty that was ultimately resolved only through litigation, with the final court decision functioning as a mechanism for asserting contractual rights and partially restoring said legal certainty. Lastly, the case carries potential administrative and institutional implications for the Sigi Regency Government itself, encompassing the necessity of adjusting the Regional Budget Revenue and Expenditure to comply with the judgment and highlighting the urgency of strengthening internal governance related to contract management, budget execution (especially for assistance task funds), and the reinforcement of institutional accountability in civil contractual engagements.

Based on the Conclusions above, it is recommended that the Central Government, particularly the relevant technical ministries employing the assistance task mechanism for program implementation, evaluate and refine the regulations and guidelines governing the execution of these tasks. Such refinements should include a more explicit delineation of the scope of authority and responsibility between the central government and the implementing regional governments, especially concerning financial management, the continuity of responsibility after the fiscal year concludes or a specific official's mandate expires, and mechanisms for settling unresolved contractual obligations. Avoid ambiguities that could potentially harm third parties and precipitate future legal disputes. Clarity regarding procedures for asset handover and post-program accountability also requires strengthening.

Furthermore, it is recommended that Regional Governments—with the Sigi Regency Government serving as a precedent, though the recommendation applies broadly—undertake serious efforts to enhance institutional capacity and human resources in the fields of procurement contract management and regional financial administration. It is crucial for projects involving external funding or complex administrative mechanisms like assistance tasks. Such capacity building should encompass strengthening internal control systems to mitigate procedural errors in budget execution, improving the understanding among government officials regarding relevant laws, regulations, and the boundaries of official authority, and developing more robust contractual risk management practices, including the handling of contract addenda to ensure they remain consistent with the prevailing legal and budgetary frameworks. Moreover, the significance of an unwavering institutional commitment to uphold the principle of good faith and fulfill contractual obligations in a timely manner is stressed to maintain the credibility of the regional government and avoid the financial burdens resulting from legal conflicts.

Meanwhile, for service providers or contractors who are involved, or intend to become involved, in government procurement contracts, it is recommended that they consistently exercise increased prudence and conduct adequate due diligence prior to committing to an agreement. This due diligence should include a sound understanding of the project's funding source, the applicable payment mechanisms, and clarity regarding the authority of the official signing the contract, especially for projects with complex financing or execution structures. Service providers are also advised to ensure that contract clauses, particularly payment schedules, work handover protocols, and dispute resolution mechanisms, are formulated clearly and precisely. Furthermore, maintaining orderly and complete documentation of contract performance is essential as potential evidence. When facing potential Government Default, preparedness to utilize available legal avenues proportionally should also be viewed as a necessary element of risk mitigation.

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