

## **ABSTRACT**

Default, or broken promise, in Indonesian law is the failure of a person to fulfill their obligations under an agreement. Default issues often arise in various types of agreements, such as sales, leases, and employment contracts. Resolution is regulated by the Civil Code (KUHPerdata) and can involve negotiation, legal action, and even court action.

A breach of contract occurs when one party to an agreement fails to fulfill its obligations, either through negligence, incompetence, or intent. The breaching party may engage in actions inconsistent with the terms of the agreement, such as failing to fulfill an agreed-upon obligation, performing an agreed-upon obligation but not fulfilling it, or engaging in actions prohibited by the agreement. A breach of contract can also occur due to delays in fulfilling obligations agreed to in the agreement.

Default can cause losses to the affected party, both material (financial) and immaterial. Default can be resolved through negotiation or deliberation between the two parties. If negotiations fail, the injured party can send a warning notice (notice) to the defaulting party. If the warning fails, the injured party can file a lawsuit in court to demand fulfillment of obligations, compensation, or cancellation of the agreement.

In this research, the author raises the title: **STUDY OF THE LEGAL CONSEQUENCES OF BREACH OF PERFORMANCE IN LEGAL EFFORT OF BREACH OF PERFORMANCE IN CONNECTION WITH THE CIVIL CODE (KUHPER)**. The identification of the problem, namely: How does the legal consequence of breach of contract occur in legal remedies for breach of contract; What are the sanctions as a result of breach of contract. The research method used is normative juridical.