

## **Legal Analysis of Acts of Default in the Rental Agreement for Heavy Equipment (Case Study of PT Dayton Borneo Sukses)**

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### **Abstract**

The Civil Code explains that a lease agreement is an agreement in which one party will bind himself to provide the other party with the enjoyment of an item for a certain period of time by paying a price that both parties have mutually agreed upon in the agreement. However, in practice in the field, lessees often default in fulfilling lease agreements, such as defaults on delays in returning heavy equipment leased objects. The purpose of this study is to explain the forms of performance in heavy equipment rental agreements. In this study, in obtaining data, a literature study was carried out to obtain secondary data by studying the laws and regulations on books and theories related to lease agreements. The results of the study show that the forms of Default in heavy equipment leasing are delays in returning heavy equipment which is the object of leasing in an agreement. Settlements carried out as a result of a default in the lease agreement are pursued by litigation in accordance with the provisions of the applicable laws and regulations and the party committing the default must pay compensation.

**Keywords:** Agreement, Leasing, Default, Heavy Equipment



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### **INTRODUCTION**

Construction services is a service procurement industry that has an important role in development. In the industrial world, especially in the construction sector, it is stated that in practice many projects are in line with the need for heavy equipment. Heavy equipment itself is a machine tool that is large in size and is designed to carry out construction functions such as road construction, building construction, earthworks, plantations and mining. This fact then opens up opportunities for companies wishing to engage in construction services to assist construction-related projects by providing heavy equipment rental services.

Humans are referred to as social beings who essentially need other humans to fulfill various aspects of their lives. This also happens in the business world where the needs of each person in running a business or business vary according to their interests so that they require various fields of services to support the running of a business or business. Different needs mean that if there are two parties entering into a lease agreement, the lessee and the lessee have different interests, namely the tenant needs tools to support his business and the owner needs money. In order for the various interests of the parties to be properly accommodated, an agreement called a lease agreement is made.

The Civil Code (KUH Perdata) Article 1313 states that an agreement is an act by which one or more people bind themselves to one or more people. The agreement was also put forward by R. Subekti who stated that an agreement is an event where a person promises to another person or two people promise each other to do something. Based on this understanding, it can be seen that the agreement creates a relationship that occurs between two or more parties which is regulated by law and the law places rights on the party making the agreement, namely

placing a right on one party and placing an obligation on the other party. This relationship also gives birth to legal consequences if one party violates the relationship, the law will force that relationship to be fulfilled. The agreement can be said to be binding on both parties and can have legal consequences if the agreement meets the legal requirements specified in Article 1320 of the Civil Code.

Lease agreement between PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan is collaborating on Land Clearing (LC) work and heavy equipment rental. PT. Dayton Borneo Sukses as a contractor company that conducts Land Clearing in the plantation area of PT. Mulia Bhakti Kahuripan and also as a contractor service provider company and as a heavy equipment owner who is willing to rent equipment to PT. Mulia Bhakti Kahuripan in the form of bulldozers and excavators that will be used for road maintenance, fallen imas, lateritic soil loading, boundary areas, culvert services, bridge services, search and move wood for culverts, find and move wood for bridges and clean up areas emplacement. The scope of the cooperation agreement between the two parties as contractor and leasing services, namely: PT. Dayton Borneo Sukses performing Land Clearing (LC) services on PT. Honorable Bhakti Kahuripan. PT. Dayton Borneo Sukses rents bulldozers and excavators as requested by PT. Honorable Bhakti Kahuripan.

The heavy equipment rental agreement between the two parties encountered problems. It can be seen that there is a problem that occurs between the owner of the heavy equipment and the tenant of the heavy equipment in carrying out the return of the heavy equipment according to the time specified in an agreement. Where in this case the lessee was not on time in returning the goods to the owner of the heavy equipment. Whereas in this case PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan has carried out the agreement on 1 July 2015 to 30 June 2016. The lessee in this case should return the goods rented right at the end of the contract. PT. Dayton Borneo Sukses has conducted subpoenas as a first step to anticipate this case but from PT. Mulia Bhakti Kahuripan until March 8 2019 did not respond and did not return the goods he had rented. This fact shows that there was a violation committed by the lessee because he did not fulfill his achievements to return the goods to the owner according to the deadline for the end of the contract. In this case PT. Mulia Bhakti Kahuripan uses, uses and utilizes heavy equipment owned by PT. Dayton Borneo Sukses for its plantation business operations and not making payments or renewing heavy equipment rental agreements, causing losses for PT. Dayton Borneo Sukses suffered losses both materially and also in terms of time because it could not utilize the heavy equipment it owned. Based on Article 1570 of the Civil Code, it is explained that the form of a lease agreement is a written agreement which confirms that if the lease is made in writing, the lease will end by law if the agreed time has expired, without the need for a notice of termination for that.

A lease agreement is an agreement in which one party undertakes to use the object it owns for a certain period of time, while the other party undertakes to pay a predetermined price as explained in Article 1548 of the Civil Code. The lease agreement aims only to provide usufructuary rights, not the right to own an object. Lease agreements also do not provide material rights and only provide individual rights to the person who rents the goods because lease rights are not material rights. Leasing is also a consensual agreement, meaning that the agreement is legally binding on the parties after reaching an agreement on two things, namely goods and price. The object in an agreement is the thing that is obligatory to the obligatory party or debtor and to the rightful party or creditor who has the right if someone does not carry out their obligations it will be deemed to have violated the law or default.

According to Harahap, he explained that default is the implementation of an obligation that is not timely and carried out improperly, causing the debtor to have to provide or pay

compensation or with a default by one party, the other party can demand cancellation of the agreement. Default arises as a result of non-fulfillment of obligations caused by negligence, intentional or an event beyond the control of each party resulting in a default or breach of promise. Based on the provisions above, the author wants to conduct research related to default on heavy equipment rental agreements with the title "Legal Analysis of Acts of Default in Heavy Equipment Rental Agreements (Case Study of PT. Dayton Borneo Sukses)".

Based on the background above, the formulation of the problem in this study is: What are the provisions regarding rights and obligations in implementing the heavy equipment rental agreement in the case study of PT. Dayton Borneo Success? How to settle the heavy equipment rental agreement in the case study of PT. Dayton Borneo Success? As for the purpose of conducting research in this writing, among others; To find out the provisions regarding rights and obligations in implementing the heavy equipment rental agreement in the case study of PT. Dayton Borneo Success. To complete the heavy equipment rental agreement in the case study of PT. Dayton Borneo Success.

## **RESEARCH METHODS**

Research methodology is an attempt to explore a problem by using scientific work methods carefully and thoroughly to collect, process, and analyze data and draw conclusions systematically and objectively (Rifa'i Abubakar, 2020: 2). The type of research on "Legal Analysis of Acts of Default in Rental Agreements for Renting Heavy Equipment (Study at PT Dayton Borneo Sukses) is a normative juridical research based on library research with secondary data collection. The types of approaches in this study are state approaches and case approaches. The statutory approach is carried out by analyzing or examining laws and regulations related to legal issues or issues raised, the regulations used in this research are the Civil Code. The case approach is carried out by analyzing cases related to the legal issues raised. In this study the cases analyzed were cases that had obtained court decisions and had permanent legal force, namely decision Number 640/Pdt.G/2019/PN Dps. The source of data used in this research is secondary data because the research is normative juridical which is based on library research.

## **RESEARCH RESULTS AND DISCUSSION**

### **Provisions regarding rights and obligations in implementing the heavy equipment rental agreement in the case study of PT. Dayton Borneo Success**

The agreement gives rise to rights and obligations that must be carried out by the parties bound by the agreement besides that, rights and obligations also give rise to a relationship in which the lessee has the obligation to hand over control of the object to enjoy the benefits and obtain the lease. enjoyment of the benefits of objects that have been rented. Based on Article 1550 to Article 1554 of the Civil Code, the obligations of the party who rents them out include:

1. Handing over the goods that have been rented to the lessor
2. Carry out proper maintenance of the rented goods
3. Provide guarantees for lessees to be able to use and use the goods that have been rented safely during the contract period is still valid.
4. Compensate for losses in the event of a defect in the rental item.
5. It is not permissible during the rental period to change the form or arrangement of the goods that have been rented out.
6. Bear all deficiencies of the goods that have been leased which can interfere with the usage period of the goods.

According to Article 1559 to Article 1566 of the Civil Code, the obligations of the party who rents are as follows:

1. Pay the rent right at the appointed time.
2. Use the goods that have been rented in accordance with the purpose given to the goods in accordance with the lease agreement.
3. Compensate for any damages caused by the lessees themselves or parties who use the rented goods during the time the agreement is valid.
4. Returning the goods that have been rented in good condition if the lease agreement has ended.
5. Maintain the goods that have been rented.
6. Not allowed to rent items that have been rented to others.

Basically the Civil Code does not specifically regulate the rights of the parties in leasing, but it can be seen that the rights of the tenants are obligations of the parties who rent out which must be carried out and fulfilled. While the rights of the lessee are the obligations of the lessee. Referring to the provisions above and to the agreement entered into by PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan who binds himself to the Land Clearing Work (LC) and Heavy Equipment Rental Agreement with Agreement Number: 143B/SPJJ/MBK.-DBS/VII/2015. At the beginning of the contract period from July 1 2015 until the end of the contract period June 30 2016 the agreement entered into by both parties went smoothly and well. Both parties carry out their obligations whereby PT. Dayton Borneo Sukses has carried out its obligations to hand over the bulldozer and excavator heavy equipment in accordance with the start of the contractual agreement period. In addition, PT. Dayton Borneo Sukses provided the heavy equipment in good condition and fit for use. So it can be seen that the obligation of PT. Dayton Borneo Sukses as the party that rents out has been duly fulfilled in accordance with the provisions of the Civil Code.

At the end of the agreement on June 30, 2016 PT. Mulia Bhakti Kahuripan has performed the obligation to make payments to PT. Dayton Borneo Sukses related to Land Clearing (LC) work and rental of heavy equipment with a total of Rp. 14,493,000,000 (fourteen billion four hundred and ninety three million rupiah). However, PT. Mulia Bhakti Kahuripan did not carry out his obligation to return the rented goods after the expiration of the contract agreement period because PT. Mulia Bhakti Kahuripan has returned rental goods, namely 1 (one) bulldozer unit and 1 (one) excavator unit since June 30 2016 but until March 8 2019 in accordance with Article 11 letter c of the agreement letter agreed upon by the parties. PT. Dayton Borneo Sukses has made a subpoena but PT. Mulia Bhakti Kahuripan did not respond and did not return the heavy equipment for a period of 35 months. In addition, the heavy equipment has been used and utilized for the operational activities of the plantation business. This has had a significant impact on PT. Dayton Borneo Success because it can not utilize the heavy equipment for business activities.

### **Completion of heavy equipment rental agreement in the case study of PT. Dayton Borneo Success**

The agreement is basically an act of two parties reciprocally, where one party will carry out the obligation and the other party will give rights to the perpetrator of the obligation. In the process of reciprocal acts of two parties, it must fulfill the legal requirements of an agreement, namely agreement, skills, certain things and a lawful cause as stated in Article 1320 of the Civil Code. An agreement that has been made by two parties legally, the parties who are bound by



the agreement are required to carry it out properly according to the law for those who are bound as stated in Article 1338 of the Civil Code, namely:

1. The agreement made by the parties legally applies as a law for those who have made it.
2. The agreement made cannot be withdrawn unless there is an agreement from the parties or for reasons that are justified by law.
3. Agreements must be executed in good faith.

The agreement must be made lawful, because if an agreement occurs in an injury or breach of agreement, it can be brought to justice by having strong evidence. In the agreement there are elements that must be fulfilled in the heavy equipment rental agreement between PT PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan is:

1. There are parties. In this case it is known that the parties to the heavy equipment rental agreement are PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan where PT. Dayton Borneo Sukses as a heavy equipment owner who is willing to rent out his equipment and PT. Mulia Bhakti Kahuripan is a party who wants to rent heavy equipment and is proven to have defaulted.
2. There is an agreement between the parties. Whereas the lessee, namely PT. Mulia Bhakti Kahuripan has agreed to use the services of PT. Dayton Borneo Success in Land Clearing construction services and leasing bulldozers and excavators as outlined in the Land Clearing Work (LC) agreement and Heavy Equipment Rental with Agreement Number: 143B/SPJJ/MBK.-DBS/VII/2015 related to land work clearing and leasing of 9 (nine) units consisting of 2 (two) units of Caterpillar/D7G brand bulldozers, 2 (two) units of Caterpillar/D6G brand bulldozers, 2 (two) units of Caterpillar 320D excavator brands, 3 (three) units of excavators brand Hitachi 210 MF, with a total price of work and rent of Rp. 14,493,000,000 (fourteen billion four hundred and ninety three million rupiah)
3. There is a goal to be achieved. In the lease land clearing work agreement that PT. Dayton Borneo Successfully completed land clearing work on the plantation owned by PT. Mulia Bhakti Kahuripan is punctual and uses the tools that have been rented to carry out his business activities until the specified time.
4. There are achievements that are carried out. Achievements on Land Clearing Work (LC) agreements and Heavy Equipment Rental with Agreement Number: 143B/SPJJ/MBK.-DBS/VII/2015 between PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan, namely when PT. Dayton Borneo Sukses has carried out its achievements to carry out Land Clearing work and provide heavy equipment for use by PT. Mulia Bhakti Kahuripan to carry out its business activities according to the agreed specifications and time. As well as PT. Mulia Bhakti Kahuripan Performs its obligations to make payments for renting heavy equipment and to return goods that are the object of the agreement in accordance with the deadline for ending the agreement.
5. There is a certain form, spoken or written. In the lease agreement between PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan has a written agreement set forth in the Land Clearing Work (LC) and Heavy Equipment Rental Work agreement with Agreement Number: 143B/SPJJ/MBK.-DBS/VII/2015
6. There are certain conditions. In the agreement on land clearing work and heavy equipment rental carried out by both parties, there are conditions that must be met, such as provisions for when the goods must be returned and conditions regarding if the goods are not returned according to the applicable deadline.

Land Clearing Work Agreement (LC) and Heavy Equipment Rental with Agreement Number: 143B/SPJJ/MBK.-DBS/VII/2015 between PT. Dayton Borneo Sukses as plaintiff and PT. Mulia Bhakti Kahuripan as a defendant who was executed with a contract period starting from 1 July 2015 to 30 June 2016. The scope of the agreement is:

1. PT. Dayton Borneo Success in carrying out Land Clearing work in the plantation owned by PT. Dayton Borneo Sukses in accordance with the contract agreement period.
2. PT. Mulia Bhakti Kahuripan has rented heavy bulldozer and excavator type heavy equipment for Road Maintenance Works, Imas Falls, Loading Laterite Soil, Boundary Areas, Culvert Service, Search and Remove Timber for Culverts, Bridge Service, Search and Pick Up Timber for Bridges , and Cleaning of the Emplacement Area.

Based on this scope, there are rights and obligations that must be implemented. Where is PT. Dayton Borneo Sukses has completed its obligation to carry out land clearing work in accordance with the deadline for the expiration of the agreement. However, in this case PT. Mulia Bhakti Kahuripan defaulted because he did not fulfill the obligations under the lease agreement that had been agreed with PT. Dayton Borneo Success In fact PT. Mulia Bhakti Kahuripan as the defendant was unable to fulfill the commitments that had been promised because until March 8 2019 the defendant also did not return the goods rented to the plaintiff. That the occurrence of a default is non-fulfillment or negligence in carrying out obligations as specified in the agreement made by the parties, namely creditors and debtors (Salim, 2008: 180). In default there are 4 forms of default, namely:

1. Not implementing what has become the object of the agreement to be implemented.
2. Carry out the agreement but not in accordance with the contents of the agreement.
3. Delay in carrying out an obligation of the agreement.
4. Doing something agreement that is not to be done.

Settlement of breach of contract by PT. Dayton Borneo Success against PT. Mulia Bhakti Kahuripan by taking the court route. However, before PT. Dayton Borneo Sukses filed a lawsuit against the court for subpoenaing PT. Mulia Bhakti Kahuripan in good faith to resolve the issue but received no response. In the principal case of the plaintiff stated that the defendant had rented 9 (nine) units consisting of 2 (two) units of Caterpillar/D7G brand bulldozers, 2 (two) units of Caterpillar/D6G brand bulldozers, 2 (two) units of Caterpillar 320D excavator brands, 3 (three) units of Hitachi 210 MF brand excavators, but in the verification conducted by the Judge with local inspection there were only 2 units of heavy equipment leased by the defendant, namely 1 (one) PC 200 excavator unit and 1 (one) bulldozer unit which was not returned by the lessee which means PT. Mulia Bhakti Kahuripan was late in fulfilling an obligation in the agreement to return the rental property. Referring to this fact, one of the parties is harmed. Therefore, the party that has defaulted must bear the consequences of the claims of the aggrieved party, which can be in the form of:

1. Cancellation of the agreement.
2. Cancellation of the agreement accompanied by demands for compensation, in the form of costs, losses and interest.
3. Fulfillment of contracts where the creditor only asks for the fulfillment of the achievements of the debtor.
4. Fulfillment of the contract accompanied by demands for compensation. The creditor has the right to demand other than the fulfillment of achievements such as compensation by the debtor in accordance with Article 1267 of the Civil Code.
5. Claim against damages only.

Based on this case PT. Dayton Borneo Sukses really feels the loss and in accordance with the agreement of both parties that the price for renting bulldozer type heavy equipment per hour is Rp. 770,000 (seven hundred and seventy thousand rupiah) with a total minimum rental of 150 HM/month for each unit, while the rental price for heavy equipment of the excavator type is agreed at a price of RP. 559,000 (five hundred and fifty nine thousand rupiahs with a minimum rental of 400 HM/month for each unit. Referring to the agreed agreement that if the party renting the heavy equipment does not pick up the rented item on time for the end of the contract, the lessee is obliged to pay a minimum charger starting from the end of the agreement, namely June 30, 2016 with the following calculation:

1. 1 (one) Bulldozer Unit: IDR 770,000.00 x 150 HM/month x 1 unit x 35 months = IDR 4,042,500,000.00;
2. 1 unit (one) Excavator: IDR 559,000.00 x 400 HM/month x 1 unit x 35 months = IDR 7,826,000,000.00

So that the total compensation is: IDR 11,868,500,000.00 (eleven billion eight hundred sixty eight million five hundred thousand rupiah). Referring to these facts, the judge's consideration in giving a decision related to the default dispute in the lease agreement between PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan, namely based on the conclusion of evidence from the plaintiff's correct and clear evidence, the judge granted the plaintiff's claim in part:

1. Declare that the Land Clearing Work Agreement (LC) and Heavy Equipment Rental with Agreement Number 143B/SPJJ/MBK.-DBS/VII/2015 is valid and has legal force;
2. Declare that the Defendant has defaulted on the Plaintiff regarding the Agreement for Land Clearing (LC) and Heavy Equipment Rental with Agreement Number 143B/SPJJ/MBK.-DBS/VII/2015;
3. Ordered the Defendant to pay compensation to the Plaintiff in the amount of IDR 11,868,500,000.00 (eleven billion eight hundred sixty eight million five hundred thousand rupiah);
4. Sentenced the Defendant to return 2 (two) units of heavy equipment in the form of 1 (one) D-6-G Bulldozer and 1 (one) PC 200 Excavator unit to the Plaintiff;
5. Ordered the Defendant to pay the court costs incurred in this case amounting to Rp9,881,000.00 (nine million eight hundred and eighty one thousand rupiah).

## **CONCLUSION**

Basically the rights and obligations have been regulated in an agreement that has been mutually agreed upon by the parties, namely between PT. Dayton Borneo Sukses and PT. Venerable Bhakti Kahuripa. Rights and obligations for the party who rents out, namely between PT. Dayton Borneo Sukses has an obligation to provide or hand over heavy equipment in the form of bulldozers and excavators in good condition and qualifications and suitable for use by the lessee. In addition, the rights and obligations of the lessee are obliged to make payments for the lease in accordance with the agreed price and to return the leased goods if the agreement period has ended. to bear the risk as agreed upon. Whereas if you look at the rights and obligations, the heavy equipment rental agreement between PT. Dayton Borneo Sukses and PT. Mulia Bhakti Kahuripan has been regulated in detail and specifically as stated in the Civil Code regarding the rights and obligations of leasing.

The agreement arises because of an agreement or agreement between the parties which will then have legal consequences, namely compliance with the rights and obligations that must be carried out by the parties bound in the agreement because of the parties. If the obligations

and rights are not carried out by the parties, then this will result in a breach of promise or breach of contract due to non-fulfillment of the promise, either intentionally or unintentionally. In the event of default there is a form of default which can be in the form of not implementing what has become the object of the agreement to be carried out, carrying out the agreement but not in accordance with the contents of the agreement, being late in carrying out an obligation of the agreement, carrying out an agreement that is not to be carried out. Referring to this between PT. Mulia Bhakti Kahuripa has done one of these forms by not returning the rented goods on time so that he must bear the risk of bearing the losses that have been incurred by compensating.

Suggestions for both parties who have entered into an agreement that the rights and obligations of the lessor must provide tools to be rented properly and properly for use and the rights and obligations of the lessee must return the goods that have been rented in accordance with the expiration of the contract period of an agreement and carry out as stated agreed so as not to cause harm to the parties who bind themselves in an agreement. This must be done in order to create a good relationship for the parties. The lease agreement that has been agreed upon by both parties is an agreement that has fulfilled the legal requirements of an agreement, so the parties are advised to carry out according to what has been stated in the agreement that has been mutually agreed upon because it refers to the Civil Code of the parties who have agreed to bind themselves in an agreement then the agreement will become law for the parties who make it.

## **BIBLIOGRAPHY**

- Abubakar, Rifa'I. 2020. Pengantar Metodologi Penelitian. Suka-Press. Yogyakarta.
- Djoko Trianto. 2004. Hubungan Kerja Di Perusahaan Jasa Konstruksi. Mandar Maju. Bandung. H.61.
- Harahap, M.Yahya. 1986. Segi-Segi Hukum Perjanjian. Bandung: Penerbit Alumni. Kitab Undang-Undang Hukum Perdata.
- Maretha, Eviyani. 2018. Wanprestasi Terhadap Perjanjian Sewa Menyewa Alat Berat (Studi Analisis Pada CV. Bumi Nurcahya Heavy Equipment di Kota Demak). Skripsi. Semarang: Universitas Negeri Semarang.
- Maysca, Zahra. 2022. Pelaksanaan Perjanjian Sewa Alat Berat Antara PT PP (Persero) Tbk Dan PT. PP Presisi (Tbk). Skripsi. Medan: Universitas Muhamadiyah Sumatera Utara.
- Muafi, Dkk. 2021. Pemberian Ganti Rugi Akibat Pemutusan Perjanjian Sewa Menyewa Dalam Perspektif Hukum Perdata. *Dinamika* Vol 27, No 11.
- Mutiahapsari, Elma. 2019. Analisis Perjanjian Sewa Menyewa Alat Berat Tower Crane Antara PT. Pembangunan Perumahan Urban Dengan CV. Citra Panca Mandiri ( Studi Kasus Di PT. Pembangunan Perumahan Urban Di Jakarta ). Skripsi. Surakarta: Universitas Muhamadiyah Surakarta.
- Niru Anita Sinaga. 2019. Implementasi Hak Dan Kewajiban Para Pihak Dalam Hukum Perjanjian” *Jurnal Ilmiah Hukum Dirgantara* Volume 10 No. 1.
- R. Subekti. 2004. Hukum Perjanjian. Cetakan Ke-20. PT Intermasa, Jakarta.
- Rio Ch. Rondonuwu. 2018. Hak Dan Kewajiban Para Pihak Dalam Perjanjian Sewa Menyewa Menurut Pasal 1548 Kuhperdata. *Lex Crimen* Vol. Vii/No. 6 /Ags/2018.
- Riskirullah dan Hadi, Indra Kesuma. 2018. Wanprestasi Pada Perjanjian Sewa Menyewa *Playstatioan* (Suatu Penelitian Di Kota Banda Aceh). *Jurnal Ilmiah Mahasiswa Bidang Hukum Keperdataan* Vol 2 (1).



- Saragih, Ridho. 2021. Tinjauan Pelaksanaan Perjanjian Kerjasama Sewa Menyewa Alat Berat CV. Putra Lado Dengan Petani Di Kecamatan Bandar Petalangan. Skripsi. Riau: Universitas Islam Riau.
- Simatupang, Dkk. 2022. Pelaksanaan Perjanjian Jasa Sewa Excavator PT.PLN (Persero) Unit Induk Pembangkit Sumatera Bagian Utara Unit Pelaksana Pembangkit Labuhan Angin Dengan PT. Sarana Pembangunan Tapian Nauli. Wahana Inovasi Vol 11, No. 1.