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Legal Consequences of a Debt and Credit Agreement That is Formulated into a Sale and Purchase Agreement

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ABSTRACT: A debt agreement is a form of agreement commonly found in financial transactions, but often discusses issues related to its implementation and legal consequences. One form of problem that often arises is when a debt agreement is formulated in the form of a sale and purchase agreement, which does not reflect the substantial reality of the transaction that occurs. This can cause legal pollution, especially when the nominal value recorded in the agreement is much larger than the amount of debt actually received by the debtor. This case often shows a discrepancy between the purpose of the agreement and its actual implementation, which can ultimately harm one of the parties. This paper aims to analyze the legal consequences arising from a debt agreement formulated into a sale and purchase agreement, focusing on the aspects of justice and the legal validity of the agreement. In this study, it will be discussed how a sale and purchase agreement that does not reflect a real transaction can potentially reveal the principle of justice and harm the parties involved, as well as enforce the law caused by the discrepancy between the contents of the agreement and the reality that occurs. This research is expected to provide an understanding of the importance of transparency, fairness, and compliance with applicable legal principles in the principles of drafting and implementing debt agreements formulated into sales and purchase agreements.

KEYWORDS: Debt Agreements, Sales and Purchase Agreements, Legal Consequences, Legal Certainty

I. INTRODUCTION

Debt and credit agreements are a form of engagement that is very common in the world of business and finance, playing a strategic role in moving the wheels of the economy. Through this agreement, a creditor provides a loan to the debtor with the expectation that the debtor can repay the debt within the agreed period, including interest or other compensation as a profit for the creditor. However, in practice, debt and credit agreements are often inseparable from the risk of default by the debtor, either due to economic factors, the debtor's financial condition, or deliberately done to avoid responsibility. (Bandem, 2020: 61) This risk is a major concern for creditors because it can have a direct impact on their financial stability and business continuity. To overcome this risk, creditors often request additional collateral as a form of security for their loans. One mechanism that is often used is the transfer of a debt and credit agreement into a sale and purchase binding agreement (PPJB). In this scheme, the debtor agrees that a certain asset, such as land, (Aprinelita, 2021: 90) building, or other high-value goods, will be used as a collateral object that can be transferred to the creditor in the event of default. In practical terms, PPJB provides a greater sense of security to the creditor because it involves a real and economically valuable object as a basis for protection, in contrast to an ordinary debt and credit agreement that only relies on the debtor's trust and ability to repay the loan. (Dewitasari, 2011: 28)

However, changing the status of the agreement from debt and credit to a Sale and Purchase Agreement (PPJB) not only provides benefits, but also raises a number of significant legal challenges. One of the main problems that arise is the issue of legal protection for the parties, especially related to the certainty of rights to the collateral object. Although the PPJB is legally a form of engagement that gives the parties an obligation to carry out a sale and purchase in the future, the nature of this agreement does not necessarily make the creditor the legal owner of the collateral object. PPJB only binds the parties to complete the sale and purchase transaction in the future, but does not give direct ownership rights to the pledged object before the transaction is realized. Legal certainty over the object can only be guaranteed if the sale and purchase transaction has been carried out officially and meets formal requirements, such as recording at the land institution or registration at the relevant agency. Without fulfilling these procedures, the creditor still does not have full rights to the pledged object, even though there is an agreement in the PPJB. This creates the potential for legal uncertainty, especially for creditors who may feel disadvantaged if the debtor does not fulfill its obligations or if there is a dispute related to the object of collateral before the sale and purchase transaction is carried out. In addition, in the context of PPJB, the risk of ownership disputes also increases. Since this agreement only binds the parties at the stage of binding the sale and purchase, problems can arise if the pledged object turns out to have an ownership claim from another party or if the object is registered in the name of another party not related to the agreement. Therefore, legal protection for creditors and certainty of rights to the pledged object are very important, especially to prevent potential losses due to discrepancies in the legal status of the pledged object. In this case, the parties involved in the PPJB need to ensure that all necessary legal and administrative procedures have been carried out to provide maximum protection of their rights, including the validation and proper recording of the collateral object.

In Indonesian legal practice, the conversion of a debt and credit agreement into a Sale and Purchase Binding Agreement (PPJB) often triggers disputes between the creditor and the debtor, as well as with third parties claiming rights to the collateral object. This process of change creates a shift in rights and obligations that can complicate the legal relationship between the parties involved, especially in terms of transferring or canceling rights to the collateral. PPJB, which is a binding agreement between the seller and the buyer prior to the sale and purchase transaction, is often used in credit agreements that include collateral objects. In this context, the PPJB serves as a bridge or preparatory step that regulates the terms of the sale and purchase transaction that will be carried out in the future. However, although PPJB serves as a valid legal instrument to ensure a clear and structured sale and purchase transaction, legal complexities often arise that can worsen the situation, especially when there are third-party claims against the collateral object involved. These third parties can be other creditors who also have rights over the same object or parties who feel aggrieved because of the transfer of rights made in the PPJB. For example, in situations where there is more than one party claiming to be the rightful owner of the same property or collateral, this will lead to legal conflicts that require proper resolution. Sometimes, these third parties feel aggrieved because they were not given sufficient notice of the changes to the agreement, or they consider that the transfer of rights is invalid under applicable law. Such disputes can involve lengthy legal proceedings, with varying legal interpretations regarding the validity of the PPJB and the validity of the title to the security object that was changed in the agreement. The Indonesian legal system is faced with a major challenge in resolving disputes arising from the change of a debt and credit agreement into a PPJB, because the applicable law must be able to provide adequate legal protection while ensuring legal certainty for all parties involved. On the one hand, legal protection must ensure that the rights of creditors are protected in terms of claims against collateral objects, especially in situations where the debtor fails to fulfill its debt obligations. Creditors need to have certainty that their rights to the security object can be executed in accordance with the applicable provisions, without being hindered by unauthorized third party claims. On the other hand, the debtor's right to amend the agreement and obtain a better deal in the PPJB also needs to be protected. Debtors should have the right to renegotiate and seek more favorable solutions in terms of debt, provided that such changes are made in accordance with applicable law and do not harm other parties.

Furthermore, it is important to uphold the principles of transparency and fairness in any changes to the agreement, so that all parties involved can clearly understand their rights and obligations. This not only prevents disputes from arising, but also provides assurance that any changes made will not unlawfully disadvantage other parties. Thus, the Indonesian legal system must strike a balance between providing protection to creditors and debtors, and ensuring that the rights of third parties are not ignored in the process of transferring rights through PPJB. In an effort to achieve this, clearer and firmer regulations related to the transfer of rights to collateral objects in debt and credit agreements into PPJB are needed to strengthen legal certainty and prevent disputes that are detrimental to the parties involved. The Civil Code (KUH Perdata) as the basis of civil law in Indonesia provides an important normative basis in regulating engagement, sale and purchase, and security rights. In the context of changing a debt and credit agreement into a PPJB, the Civil Code establishes basic principles regarding agreements, dispute resolution, and the rights and obligations of the parties involved. However, although the Civil Code provides general guidance, the problems that arise are often specific and require more detailed implementing regulations.(Ginanti, 2015: 22) This article aims to discuss in depth the legal consequences of converting a debt and credit agreement into a PPJB in the Indonesian civil law system. This analysis includes a study of legal protection for the parties, certainty of rights to the object of collateral, as well as the application of the rule of law in practice through the study of relevant court decisions. In addition, this discussion also highlights the importance of legal reform in strengthening the regulatory framework related to PPJB, in order to create a balance between the interests of creditors and debtors while contributing to the creation of a healthy and equitable business climate. (Gumantri, 2012: 77)

II. RESEARCH METHOD

The type of research used by the author is normative juridical. (Peter Mahmud Marzuki, 2014: 51), namely legal research conducted by examining library materials, called library legal research. The author's consideration in using this type of research is to find out, analyze, and explain the Legal Effects of a Debt and Credit Agreement Formulated into a Sale and Purchase Binding Agreement. In this normative juridical legal research, the author uses a *statutory approach.* This research uses a statutory approach because the main study material is the legislation on the Legal Effects of a Debt and Credit Agreement Formulated into a Sale and Purchase Binding Agreement. In addition, the author also uses a *case* study *approach*, using an analysis of existing problems by examining cases related to the issues at hand. The case used in this writing is the case in Court Decision Number 27/Pdt.G/2018/Pn.Btl.

III. RESEARCH RESULT

Debt and credit agreements are regulated in Article 1754 of the Civil Code (KUH Perdata) as money lending agreements that regulate the obligation for debtors to return loans in accordance with mutually agreed terms. In this agreement, there is a binding legal relationship between the creditor and the debtor, with the debtor having the obligation to make debt payments within a predetermined time limit, while the creditor has the right to demand debt repayment in accordance with the agreed agreement. According to Article 1754 of the Civil Code, a debt and credit agreement contains clear provisions regarding the debtor's obligation to return the money that has been borrowed. Further provisions regarding this repayment often include an agreed time limit and the method of payment, be it in the form of installments or lump sum repayment. Creditors, in this case, have the right to demand repayment of overdue debt, with the applicable legal mechanism providing guarantees for creditors to enforce their rights, including through confiscation or execution if the debtor does not fulfill its obligations. This agreement aims to maintain legal certainty for both parties, where rights and obligations have been regulated in detail. This legal certainty is important to prevent potential disputes that may arise during the execution of the agreement. Despite its clear provisions, an ordinary debt and credit agreement is sometimes insufficient to provide legal security for the creditor if the debtor fails to fulfill its obligations. Debt and credit agreements in their simplest form, without any collateral or security, often fail to provide sufficient protection for creditors, especially in situations where the debtor is unable to fulfill its obligations. In this case, the creditor may find it difficult to recover the money loaned, as there are no assets that can be used as collateral. The absence of such collateral risks creating legal uncertainty that can be detrimental to creditors, especially in the face of uncooperative debtors or those experiencing financial difficulties. When debtors are unable to pay their debts, without collateral, creditors have few options to pursue their rights through legal channels. The legal process to recover the debt can be lengthy and expensive, with outcomes that are not always predictable, especially if the debtor has no assets that can be seized or sold to cover the debt. Moreover, in these situations, creditors may have to rely on the debtor's ability and goodwill to make payments, which cannot always be ascertained. If the debtor is in a financially difficult position or even deliberately avoids obligations, the creditor is in a very vulnerable position. This uncertainty can lead to significant financial losses for the creditor, who not only loses the money lent, but can also face high legal fees and long periods of time trying to resolve disputes. Without collateral, creditors also face a greater risk of the debtor potentially absconding or hiding its assets. Therefore, debt and credit agreements that do not include security or collateral can be extremely disadvantageous, and often do not offer an adequate level of protection for creditors who wish to have their debts repaid in a fair and efficient manner.

As a solution to these shortcomings, creditors often request additional collateral, which can be in the form of a mortgage on land or fiduciary rights on movable goods. This aims to provide legal certainty that if the debtor fails to pay the debt, the creditor can execute the agreed collateral to compensate for losses incurred due to the debtor's inability to fulfill payment obligations. To overcome the limitations of ordinary debt and credit agreements, additional agreements are often introduced that regulate the provision of collateral. This is important because the existence of collateral, such as mortgage rights, fiduciary guarantees, or pledges, provides higher legal certainty for creditors. With collateral, the creditor has the right to pursue the object of collateral if the debtor fails to fulfill its obligations. In fact, if the debtor is unable to pay the debt, the creditor can seize the agreed collateral, without having to wait for a lengthy court process. The security agreement also ensures that the creditor has a stronger position in obtaining payment, either through negotiation with the debtor or through legal channels that can lead to dispute resolution or execution of the collateral that has been submitted. In this context, Indonesian law provides an adequate range of instruments to provide further protection for creditors facing the risk of payment default by the debtor. Although the Civil Code provides a strong legal basis regarding debt and credit agreements, in practice, there is a need for more detailed and granular arrangements, especially in terms of dispute resolution arising from debtors not fulfilling their obligations. Therefore, in addition to complying with the general provisions in the Civil Code, a debt and credit agreement should also contain clear clauses regarding dispute resolution, payment period, payment method, and settlement in the event of default.

Therefore, in legal practice, debt and credit agreements are often combined with other instruments, one of which is a Sale and Purchase Agreement (PPJB). PPJB is a preliminary agreement that binds both parties to carry out a sale and purchase transaction in the future. PPJB is often used in business transactions, especially in the sale and purchase of property, such as land and buildings that have high economic value. In practice, PPJB not only functions as a sale and purchase agreement, but also as an instrument to guarantee the implementation of debt and credit obligations. The creditor can ask the debtor to sign a PPJB with a collateral object in the form of land or building, which allows the creditor to have rights to the object if the debtor fails to fulfill debt payment obligations. Thus, PPJB provides legal certainty for creditors because it makes it easier for them to execute the object of collateral without having to go through a long and complicated judicial process. The use of PPJB as collateral for debt repayment has become a common practice in the business world, as it provides a practical solution in securing debt obligations. However, although it is often practiced, the use of PPJB also raises various legal issues related to the rights and obligations of the parties. One of them is the potential for abuse by creditors who can take over the object of collateral without a fair process, or an imbalance of rights and obligations that may harm the debtor. This calls for more detailed and clear arrangements in the agreement to prevent injustice between the parties involved. Consequently, it is important for the parties involved in the agreement to understand and draft the clauses carefully in order to avoid legal disputes that may arise in the future.

The motivation behind the change from a debt and credit agreement to a Sale and Purchase Agreement (PPJB) is influenced by several strategic reasons relating to strengthening the legal position and implementing the agreement more effectively. First, the guarantee of execution is one of the main factors in this change. In a traditional debt and credit agreement, if the debtor fails to fulfill its obligations, the creditor must go through lengthy legal procedures to obtain the right of execution on the pledged goods. In contrast, in a PPJB, the creditor is given the right to execute the pledged object directly if the debtor defaults, with a faster and more efficient mechanism. This provides certainty for creditors that they can mitigate potential losses arising from unpaid debts, as well as ensuring that the debt settlement process can be carried out without significant obstacles. Therefore, the stronger guarantee of execution in PPJB makes this agreement a more attractive instrument in debt and credit arrangements Second, the protection of creditors is also an important concern in this transition. In a debt and credit agreement, the creditor's position can often be very vulnerable, especially if the debtor does not fulfill its obligations. Meanwhile, PPJB provides clearer and more comprehensive legal protection for creditors. In a PPJB, there are more detailed arrangements regarding the rights and obligations of both parties, as well as steps that can be taken in the event of default, which reduces the potential risk for the creditor. In addition, PPJB also provides greater assurance regarding the ownership and legal status of the secured object, so that the risk of disputes regarding ownership or transfer of assets can be minimized. This provides a sense of security for creditors, as they know that in the event of a payment failure, they have stronger rights to secure the pledged assets. Furthermore, this change also aims to create a more transparent and structured transaction. With the PPJB, both parties-both creditors and debtors-can have a clearer understanding of their rights and obligations. In debt and credit agreements that often lack details, ambiguities can arise that cause legal uncertainty. PPJB provides a more solid legal basis with clearer arrangements regarding the mechanism of transfer or execution of the pledged object, as well as steps that can be taken if one party fails to fulfill its obligations. This serves to increase trust between the two parties, as well as create a fairer transaction atmosphere and avoid abuse. In addition, changes to the PPJB also have the potential to speed up dispute resolution. In many cases, disputes regarding debt and credit are often protracted and take a long time to resolve. PPJB clearly regulates the execution procedures that creditors can take in the event of default, reducing the likelihood of unnecessary disputes and providing a faster and more certain way out. All of these elements-stronger execution guarantees, better protection of creditors, and more transparent transactions-make the PPJB a superior instrument in debt and credit arrangements, as well as improving efficiency and legal certainty in every transaction. (Amran, 2019: 81). With PPJB, the creditor gains a stronger legal status because it has temporary ownership of the pledged object, thereby reducing the risk of losing the right of collection. Third, the weakness of evidence of debt in ordinary debt and credit agreements often poses a challenge for creditors in the litigation process. Poorly documented debt and credit agreements can cause difficulties in proving in court. Therefore, PPJB is considered safer because it has a more formal and well-documented legal structure. (Satrio, 2014: 27) However, the use of PPJB as debt collateral also presents a number of significant legal challenges. One of the biggest risks is the potential for abuse of power by creditors. In some cases, a creditor with a stronger bargaining position may utilize the PPJB to unilaterally take control of the pledged object, even though the value of the debt is much smaller than the value of the object. In addition, an imbalance of rights and obligations between debtors and creditors often arises because debtors are usually in a weaker position. This condition can worsen if the clauses in the PPJB are designed to benefit the creditor unilaterally without providing adequate protection for the debtor. The potential for legal disputes cannot be ignored either. Differences in interpretation of the content and implementation of PPJB often lead to legal conflicts that require court intervention for resolution.

This case reflects a fairly complex problem related to the legal consequences of a debt and credit agreement formulated in the form of a sale and purchase binding agreement. In this case, the agreement not only involved a transaction between the plaintiff and another party, but also highlighted many legal aspects that needed to be considered, such as the validity of the agreement, the conformity between the contents of the agreement and the reality that occurred, as well as efforts to claim rights that had been violated. Initially, the plaintiff owned a property in the form of land and house encumbered with mortgage rights to obtain a credit facility from Bank Danamon in 2010. When the plaintiff experienced financial difficulties and was threatened with auction by the bank, he felt cornered and sought an alternative settlement involving a third party, namely Mr. Haji Wakijan Dwi Rahardjo. To settle the debt, the plaintiff and the party involved signed a debt and credit agreement which, in practice, was formulated in the form of a sale and purchase binding agreement with a nominal amount recorded as greater than the actual debt. This created the impression that the transaction did not fully reflect the reality. The plaintiff felt that the agreement was made for the purpose of transferring the property that was used as collateral for the debt, rather than to fairly resolve the financial issues. Although this agreement was made with the involvement of a notary, which gave the impression that the agreement was legally valid, in reality there were many things that did not comply with the principles of justice. One of them is that the amount of money recorded in the agreement is much greater than the amount of money actually received by the plaintiff. This certainly raises uncertainty about the true purpose of this agreement, which should be a clear and open settlement of debts.

In 2015, when the first agreement failed and the plaintiff could not fulfill his obligations, he again sought a solution by cooperating with the first defendant. They drafted a new agreement that carried the same scheme, namely a sale and purchase binding agreement. However, the plaintiff felt aggrieved because he did not receive the money as stated in the agreement. The discrepancy between what was recorded in the agreement and the reality raised suspicions that this agreement was not solely aimed at settling debts and receivables, but rather at acquiring rights to the plaintiff's property without the payment that should have been received. This gave rise to the suspicion that the first respondent, who should have only acted as the recipient of the mortgage, was actually trying to acquire the plaintiff's property on the grounds that the debt payment should have been completed. The plaintiff felt very aggrieved and believed that the agreement made in 2017 did not reflect its true purpose, which was a fair settlement of the debt. She stated that the first defendant, by its role in the agreement, not only wanted to settle the debt, but also sought to gain unlawful advantage by taking possession of the plaintiff's property without proper compensation. The plaintiff felt that the process involved not only a discrepancy between the amount recorded in the agreement and the reality, but also an element of unfairness that was very detrimental to the plaintiff. As a result of this dissatisfaction, the plaintiff filed a legal claim to annul the deed of agreement made in 2017. He considered that the agreement was invalid because it did not reflect the original purpose, which was to settle debts in a fair and balanced manner. In this case, the plaintiff requested that the deed of agreement be annulled because it was deemed inconsistent with applicable legal principles and detrimental to the plaintiff's rights. The plaintiff argued that this agreement, in addition to containing elements of unfairness, also reflected an abuse of position by the first defendant, who took advantage of the plaintiff's situation to gain an unlawful advantage and harm the plaintiff in the long term.

From a legal perspective, an agreement is not only a formal instrument that binds the parties, but also a means that must be able to create balance and justice in legal relations between the parties involved. Although an agreement is formulated using a legal construction that is valid and in accordance with the applicable formal provisions, it is not enough to guarantee that the agreement will create justice. A good agreement must reflect a real and fair relationship between the parties, and harmonize the agreement made with the real conditions that exist. In the context of an agreement involving a binding sale and purchase, for example, the agreement should not only regulate the rights and obligations of each party, but should also ensure that the main purpose of the agreement namely the settlement of debt problems is achieved in a fair and transparent manner. Therefore, the substance of the agreement is very important to create certainty and balanced legal protection for all parties involved, so that the agreement is not only valid in the eyes of the law, but also fulfills the values of fundamental justice The mismatch between the contents of the agreement and the reality that occurs can trigger legal uncertainty that has the potential to harm one of the parties, especially those who feel they do not benefit from the agreement. For example, if the agreement does not match the financial condition of the debtor or the object being traded does not reflect its true value, this can cause an imbalance that is detrimental to the creditor or debtor. Such mismatches often result in tension and dissatisfaction between the parties, which in turn can lead to legal disputes. Such disputes not only prolong the time and costs incurred by the parties involved, but can also damage the business reputation and relationship between the parties, even exacerbating situations that could have been resolved in a more efficient and fair manner. In addition, the legal uncertainty that arises from the discrepancy between the agreement and reality often leads to difficulties in enforcing the rights and obligations stated in the agreement. If a party feels that an agreement has not been performed as agreed, they may find it difficult to prove their claims before a court or dispute resolution body. This is especially true in situations where there is insufficient evidence to support claims of unfairness in the agreement. In this case, the substance of the agreement that does not reflect reality can actually make things worse, because the aggrieved party does not have a strong legal basis to demand the fulfillment of their rights.

Therefore, agreements must be drafted carefully and with due regard to the context and circumstances of each party, so as to fulfill not only the formal provisions, but also the principles of fairness and balance that should be the main foundation in every legal relationship. Drafting a fair agreement requires an in-depth understanding of the real circumstances of the parties involved, as well as an agreement that is not only based on the benefits of one party alone, but also ensures that the rights and obligations of each party are maintained proportionally. In addition, it is important to ensure that the agreement is accessible and understood by all parties involved, without any element of information imbalance that could exploit one party. This is important to prevent exploitation or inequality that could undermine the integrity of the agreement. Thus, an agreement designed with good principles of fairness not only creates a valid agreement, but also provides a sense of justice and legal certainty for all parties involved, ensuring the fulfillment of rights and obligations in a proportional and balanced manner. Drafting an agreement that takes into account these elements of substantive justice is key to ensuring that the objectives of the agreement are achieved without harming either party, but rather leads to fair problem solving and provides clear legal protection for all parties involved. Therefore, a good legal system should support the drafting of agreements that are not only formal and legal, but also fair, transparent and clear.

This case, for example, shows that transparency and clarity in the drafting of agreements are essential to prevent potential complex legal issues from arising. In practice, unclear or ambiguous agreements can leave room for different interpretations between the parties, which can lead to legal disputes that are difficult to resolve. Vagueness in terms of the rights and obligations stated in the agreement can lead to legal uncertainty, which is detrimental to one or even both parties. Therefore, transparency in drafting agreements is not only important to avoid disputes, but also to ensure that the agreement can be carried out properly in accordance with the agreement that has been made. The law, as a tool to create justice, must ensure that every agreement made not only meets the formal provisions, but can also protect the rights of the parties involved clearly and firmly. In this regard, transparency serves not only to avoid ambiguity, but also to uphold the principles of justice underlying the legal relationship between the parties. Clarity about the rights, obligations and consequences arising from the agreement provides a strong basis for an aggrieved party to claim its rights through the appropriate legal channels. It is also important so that each party can fully understand what its obligations are and what it can expect from the other party, thus preventing any abuse or injustice arising from ignorance or misunderstanding of the contents of the agreement. In addition, agreements that are drafted with good transparency and clarity allow for more effective monitoring and enforcement. In the case of disputes, judges or other dispute resolution bodies will find it easier to identify violations or irregularities, as they have a clear basis for assessing whether the agreement has been implemented in accordance with the agreed terms. Without this transparency and clarity, dispute resolution processes can become more complicated, time-consuming and costly, reducing public confidence in the legal system. Furthermore, transparency in agreements also has a much greater impact on creating stability and legal certainty in society. When parties know that their rights and obligations are clearly guaranteed through a fair and open agreement, they will be more likely to execute the agreement in good faith, as they feel respected and protected in the process. Conversely, if an agreement is drafted without regard to the principles of transparency and clarity, this can create distrust between the parties, which in turn has the potential to undermine the integrity of the existing legal system.

Therefore, in an effort to maintain fairness in every legal relationship, it is important for every agreement to not only be formally valid, but also to be drafted with due regard to transparency, clarity and substantive fairness that will protect the rights of all parties involved. In this regard, it is important to remember that the purpose of law is not only to regulate legitimate relationships, but also to guard against abuse of power, unfairness, or imbalance in the agreements made. The practice of drafting agreements that are not careful or do not consider substantive aspects can cause much more complicated legal problems in the future. Thus, drafting agreements should carefully consider both aspects: legal formalities and substantive aspects involving balance, fairness and transparency. This is not only important to prevent abuses in the agreement, but also to create maximum legal protection for the parties involved. Through a careful approach based on the principles of fairness, the law can serve to protect the rights of the parties and ensure that the agreements made actually create legal certainty. (Nurdianto, 2018: 44)

IV. CONCLUSIONS

A legal agreement is not just a formally valid document, but must also reflect the principles of justice and equality between the parties involved. As a legal instrument that regulates the relationship between parties, the agreement must be drafted with due regard to the substance that not only fulfills the formal provisions, but also creates a fair balance in each regulated right and obligation. Drafting agreements that prioritize this balance is very important to ensure that all parties can exercise their rights without harming other parties. In addition, in drafting the agreement, attention must be paid to the main purpose of the agreement itself, such as the settlement of debt problems, so that the result is not only legally valid, but also fair and adequate for all parties involved. This understanding of the substance of the agreement is essential to ensure that the main purpose of the agreement can be achieved in a way that is not only legal, but also fair. Without adequate attention to the aspect of substantive fairness, a mismatch between the content of the agreement and the existing reality may arise, which may lead to legal uncertainty. This uncertainty has the potential to harm one of the parties, particularly in the context of debt agreements where the aggrieved party may face difficulties in enforcing its rights. This can create injustice, which ultimately undermines the integrity of the legal system that is supposed to be a guarantor of certainty and protection for all parties.

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