



Analysis of Judges' Considerations in Considering and Imposing a Niet Ontvankelijk Verklaard (N.O) Decision at the Sleman District Court

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Abstract: This research explores lawsuits containing formal defects from 2022-2023 which resulted in a lawsuit being declared inadmissible or Niet Ontvankelijkverklaard by the judge. The focus is to examine what the judge considers so that the judge in his decision makes a decision containing the ruling that the lawsuit is declared inadmissible or Niet Ontvankelijkverklaard. This research applies the normative-empirical method using a qualitative descriptive approach, namely the research process by seeking information by going to the field by visiting the Sleman District Court. The research data sources are primary and secondary data sources, primary data sources are through laws and information obtained in the field while secondary data sources are literature studies such as journals, books and encyclopedias. The results of this study are from the 2022-2023 decision data, it was found that most of the decisions were declared unacceptable due to obscur libel and the factors of unacceptable decisions other than obscur libel were also suspected of other factors such as lack of parties, premature lawsuits and unclear legal standing.

Keywords: Judge's Consideration; Lawsuit; Niet Ontvankelijkverklaard

1. Introduction

It is common knowledge that Indonesia is a state of law, which means that the law has binding force that must be obeyed by all citizens and the government (Anugrahdwi, 2023). The concept of the rule of law is idealized to make the law the commander in the dynamics of state life. Indonesia as a state of law must be able to enforce the law fairly and equally for all its citizens (Anugrahdwi, 2023). The principle of the rule of law is affirmed in Article 1 paragraph (3) of the 1945 Constitution, which states that Indonesia is a state of law. As a state of law, these principles must be upheld in practice for the sustainability of the life of society, nation and state (Wahyuni, 2022b). Indonesia as a state of law must be able to place the law as the basis for actions and decisions taken by individuals, groups, institutions and the government, so that the law can make the basis of instruments to maintain security and order and continue to behave well and prevent unlawful acts (Cecep Dudi Muklis Sabigin, 2021). In public relations, it is very likely that changes will occur that can cause instability, because their rights have been violated by others and a shift in behavior so that it usually leads to conflict. For this reason, a legal mechanism is needed to restore these relationships, namely an institution that has the authority to apply and enforce laws that are binding for every legal subject. This is necessary to prevent vigilantism.

The judicial system is the means of dispute resolution referred to above. According to Sudikno Mertokusumo, the judiciary is the implementation of the law in the event of a claim for rights, which is carried out by a body that stands alone and is held by the state, free from anyone's influence and provides binding decisions (Mertokusumo, 1997). If someone feels that their civil rights have been harmed, they can go to court to get a settlement in accordance with the applicable legal corridors. In other words, they can file a lawsuit against the party that harmed them to ask for the rights to be fully handed over to the interested party. In civil procedure law, judges are waiting and passive.

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Interested parties can take legal action. A person can file a lawsuit orally or in writing. For those who are illiterate, oral suits are justified however, over time oral suits have become rare in judicial practice (Willa Wahyuni, 2023). When a person files a lawsuit, whether oral or written, they must pay court costs. If people are unable to pay court fees, they can file for free (*prodeo*) (Yusri et al., 2020). In order to do this, they must submit a certificate of indigence drawn up by the local sub-district head or an authorized party.

In the process of filing a lawsuit addressed to the court, there must be a basis for litigating before the court. The basis for a person to litigate before the court can begin with a lawsuit. This lawsuit will be the basis for the litigation process from the examination to the decision of a civil case. Of course, in preparing a lawsuit, you must pay attention to important aspects that must be considered, namely the formulation of the lawsuit (Harahap, 2019). Whether a lawsuit is accepted or not can be influenced by the existence of an appropriate and correct lawsuit. Exactly and correctly can be seen from the formal requirements that must be in the lawsuit. This will have an impact or result in the lawsuit being declared unacceptable (*Niet Onvankelijkverklaard*) or can be called N.O if it does not meet the requirements as contained in Article 118 HIR (*Herzien Indonesis Reglement*) or Article 142 RBG (*Rechtsreglement Buitengewesten*) (Hartanto, 2019).

There are several reasons that are used as a consideration by the judge in declaring the plaintiff's claim unacceptable, namely the determination of the authority to examine and try a dispute or incorrectly determining absolute competence or relative competence, error in persona, *obscuur libel* and other matters, therefore formally defective lawsuits or imperfect lawsuits should be prevented and declared unacceptable or *Niet Onvankelijk Verklaard* (N.O). Although there are rules that explain this, in practice there are still many lawsuits that are declared inadmissible. Researchers will review and examine civil cases that were declared N.O. by judges from 2022-2023 with details of Civil Cases Disputing Unlawful Acts totaling 46 and Civil Cases Disputing Default totaling 26. Furthermore, from the lawsuits that were declared N.O., researchers will examine and examine the decisions declared N.O. based on the judge's consideration and the judge's legal basis in deciding the lawsuit declared N.O. as well as factors that can be the basis and consideration of the judge in deciding a lawsuit declared N.O. Based on the results of this study, it is known what causes the lawsuit to be unacceptable and in this study it is hoped that it can provide an overview for law enforcers that no matter how small in preparing a lawsuit must be really considered and still guided by the applicable statutory provisions.

2. Materials and Methods

This legal research is normative-empirical legal research, which in this type of research combines legal disciplines and data obtained directly through observation or field interviews. In normative research also known as library research, it is a type of research that examines document studies using various secondary data such as laws and regulations, court decisions, legal theories, and opinions of scholars. This research method uses qualitative descriptive analysis to explain the data with statements not with numbers. The objects of empirical normative legal research studies include legal principles, legal systematics, legal inventory, clinical law, the level of legal synchronization, legal comparison, and legal history as well as field interviews (Wahyuni, 2022a). From the data that is used as the object of research, samples will then be taken to be examined in depth related to the lawsuit that is declared unacceptable so that it is known what the lawsuit is declared unacceptable due to and what the legal basis is, so that the sampling method will provide an overview of the causes of the lawsuit declared unacceptable. In addition, to support this research, field research was also conducted by interviewing Judges at the Sleman District Court where the research was conducted.

3. Results and Discussion

3.1. Judges' Considerations and Legal Basis for Deciding on a Lawsuit Declared *Niet Ontvankelijke Verklaard*

The judge's decision is the final decision of an examination in a trial before the court in a case. The final decision in a case decided by the judge examining the case in court generally contains a sanction. This sanction is then both in criminal procedure law and civil procedure law must be carried out indiscriminately against violators, it's just that there are differences in civil procedure law, sanctions or penalties in the form of fulfilling achievements and / or providing compensation to parties who feel they have been harmed, while in criminal procedure law the sanctions imposed are in the form of imprisonment and / or fines (Sarwono, 2011, p. 211). The judge's decision must at least consist of 4 (four) structures, including: (a) Head of Judgment, (b) Identity of the parties, (c) Considerations, and (d) Verdict

The sentence in the verdict reads " FOR THE SAKE OF JUSTICE BASED ON AL-MIGHTY DEITY ", meaning that the verdict has an executorial nature. Executorial is a characteristic where if the punished party fails to hand over a pledged item, then legally the executorial right can be carried out forcibly by the court to take the collateral with the help of local authorities (Yamin et al., 2022). The question becomes what if the verdict is not included with the *irah-irah*, then such a verdict is considered a legally defective verdict so that it does not have binding legal force (Sarwono, 2011, p. 288).

The identity of the parties is an important part of the substance of a judge's decision. The identity at least contains the full name, address and name of the legal representative. If the decision is not completed or incomplete in mentioning the identity of the subject, this can be a blemish for the opposing party to file an appeal so that the decision can be canceled at the appeal level. Therefore, the identity of the parties must be really considered (Sarwono, 2011, p. 232).

Considerations or considerations of judges in decisions are the basis for judges to impose a decision. That actually based on these considerations must contain legal reasons so that the decision can be granted or not (Sarwono, 2011, p. 232). These reasons are also used by judges as a form of accountability for what has been decided, as well as a means of social control for the community.

The last is the ruling, the ruling is a dictum that contains the judge's decision which begins with the sentence "JUDGE" (Lengkong, 2015). The verdict contains the granting or not granting or the inadmissibility of a lawsuit. A judge's decision that contains a ruling that exceeds the *petitum* requested by the plaintiff, then based on Article 178 (3) HIR and Article 189 (3) RBg, such a decision is legally flawed and can be null and void. Because civil cases and criminal cases are two different things, where in criminal cases the judge is active in finding the truth about the criminal case, while civil cases are cases in which there is a passive judge principle, namely the judge may only decide what is requested by the parties, not exceeding what is contained in the *petitum*.

The final decision in a civil case can generally be in the form of a lawsuit being granted, a lawsuit being rejected, and a lawsuit being unacceptable.

a. Lawsuit Granted

After the examination process is carried out and the evidence submitted by the plaintiff is legally proven and cannot be denied by the defendant, the lawsuit will be fully granted by the panel of judges. However, if only part of the evidence is declared by the judge to be valid according to the law, then the verdict will say that the lawsuit is partially granted (Sarwono, 2011, p. 223).

b. Lawsuit Rejected

What is meant by a rejected lawsuit is a process where the plaintiff, by submitting evidence, is assessed by the panel of judges that the evidence cannot be justified or cannot be proven during the trial process. Therefore, the lawsuit is declared by the judge to be rejected (Risidiana & Taquiuddin, 2021).

c. The Lawsuit is Inadmissible

The final verdict containing the ruling that the lawsuit cannot be accepted or Niet Onvankelijk Verklaart (N.O.) is a lawsuit that the judge considers unclear (Obscuur Libel), or less parties (Plurium Litis Consortium), or premature lawsuit (Exceptio Dilatoria), or the same lawsuit is being filed for the second time (Litis Petendis), or Error In Persona (Sinaga & Syahputra, 2020). Therefore, such a lawsuit by the judge is declared unacceptable.

In this study, the authors will examine the judge's decision declaring the lawsuit inadmissible or Niet Onvankelijk Verklaart (N.O.). researchers took data from the Sleman District Court during the 2022-2023 decision period with the following details:

Table 1. Data on Niet Onvankelijk Verklaart decisions in 2022-2023 Sleman District Court

Classification of Judgments	Lawsuit	Amount
Obscuur libel	Unlawful Acts	23
Verstek	Unlawful Acts	5
Plurium Litis Consortium	Unlawful Acts	10
Exceptio Dilatoria	Unlawful Acts	3
Litis Petendis	Unlawful Acts	1
Error In Persona	Unlawful Acts	4
Unclear legal standing	Unlawful Acts	2
Exceptio non Adimpleto Contractus	Unlawful Acts	1
Obscuur libel	Broken Promises	13
Verstek	Broken Promises	6
Plurium Litis Consortium	Broken Promises	6
Nebis In Idem	Broken Promises	1
Litis Petendis	Broken Promises	0
Error In Persona	Broken Promises	2
Unclear legal standing	Broken Promises	1
Exceptio non Adimpleto Contractus	Broken Promises	0

From these data it can be concluded that from civil cases with the title of Unlawful Acts or the title of Default, it shows that the dominant case declared by the judge is unacceptable due to Obscuur Libel, therefore the researcher will discuss the considerations of the judge in issuing a verdict that is declared unacceptable or N.O caused by the Obscuur Libel factor with a sample method from cases with the title of Unlawful Acts and cases with the title of Default. The sample data that the author will discuss can be detailed as follows:

Table 2. Verdict data sample

Number	Case Number	Lawsuit	Classification of Judgments
1	202/Pdt.g/2022/PN Smn	Unlawful Acts	Obscuur Libel
	103/Pdt.g/2023/PN Smn	Unlawful Acts	Obscuur Libel
	205/Pdt.g/2021/PN Smn	Unlawful Acts	Obscuur Libel
2	23/Pdt.g/2023/PN Smn	broken promises	Obscuur Libel

First, Case Number 202/Pdt.g/2022/PN Smn is a case with the title of Unlawful Acts. The dispute as submitted by the plaintiff was a legal event regarding the sale and purchase of land. This dispute arose because based on the description of the argument submitted by the plaintiff that the sale and purchase made between the plaintiff and the defendant did not fulfill the rights that should have been obtained by the plaintiff, therefore the plaintiff through his attorney resolved this case by registering a lawsuit with the registrar of the Sleman District Court. That based on the registration of the case has gone through a series of civil procedural laws until finally arriving at the end of the examination, namely the final decision. In dispute No. 202/Pdt.g/2022/PN Smn, the judge examining the case based on the considerations of the judge has ruled that the lawsuit filed by the plaintiff cannot be accepted because the exception filed by the defendant is considered by the judge to be relevant. That what made the judge's consideration in deciding the case with a verdict of inadmissibility or N.O. was due to the existence of a lawsuit that was considered by the judge to be unclear or Obscuur Libel. The judge considered that in *posita* numbers 4, 8, and 9 which stated that:

Posita number 4. That on the evening of 30 August 2022 at approximately 19.30 WIB the defendant came to the plaintiff's house and presented a power of attorney on the grounds that he was offering the land to a prospective buyer and the signature column was still blank with no date for the plaintiff to sign and the defendant then dated it in handwriting 31 August 2021 and made it appear as if the power of attorney was made and signed in accordance with the date and then legalized at a notary's office without the presence and knowledge of the plaintiff, and therefore the defendant's actions constituted unlawful conduct;

Posita number 8. That in fact in the legal purchase relationship between the plaintiff and the defendant no payment had been made and only a payment of Rp. 230,000,000.00 of the agreed sale and purchase value of Rp. 950,000,000.00 had been made, so that the defendant's actions in selling the land title No. 09124/Pandowoharjo SU dated 25/07/2029 No. 03423/Pandowoharjo/2019 with an area of 1,013m² in the name of IWAN IRWANTI using a power of sale dated 31 August 2022 to another party was unlawful;

Posita number 9. That after the defendant received payment from the third purchaser, the defendant did not immediately make payment to the plaintiff and used the money for other purposes and the plaintiff had made repeated verbal demands for payment but there was no response and no settlement as promised by the defendant to the plaintiff or as expected by the plaintiff in full, therefore the defendant had committed an unlawful act.

The third paragraph shows that this lawsuit is in accordance with the title of the lawsuit filed by the plaintiff, namely Unlawful Acts, so it is correct if the plaintiff postulates such a thing. In posita numbers 2, 3, and 10 are the arguments that are the problem that causes the lawsuit filed by the defendant to be unacceptable by the panel of judges, because these arguments are arguments that state that there is a default dispute. That in posita numbers 2, 3, and 10 which reads as follows:

Posita number 2. That the respondent was the prospective purchaser of the plaintiff's land with the plaintiff's agreement orally (not in writing) that the land would be sold at a wholesale price of Rp 950,000,000.00 and that payment would be made no later than one year from the time of the oral agreement and or at the time of payment of the first deposit;

Posita number 3. That the respondent has made a token payment and paid in stages up to Rp. 230,000,000.00 with details of the staged payments as follows:

This is example 2 of an equation: (a) On June 18, 2021 in the amount of Rp. 15,000,000.00/cash (b) On August 31, 2021 in the amount of Rp. 85,000,000.00/cash (c) On April 17, 2022 in the amount of Rp. 10,000,000.00/transfer (d) On May 13, 2022 in the amount of IDR 5,000,000.00/transfer (e) In June 2022 (1) worth Rp. 75,000,000.00/cash (f) In June 2022 (2) in the amount of Rp. 15,000,000.00/cash (g) In June 2022 (3) in the amount of Rp. 10,000,000.00/transfer (h) In June 2022 (4) worth Rp. 15,000,000.00/transfer

That all proof of payment/receipts were brought by the respondent. Posita number 10. That the plaintiff's efforts to request repayment were then carried out by his legal representative by giving the first notice and summons dated June 30, 2022, the second summons dated July 05, 2022 and the last notice dated July 28, 2022 (copy).

Posita numbers 2, 3, and 10 show that the plaintiff argued that there was a state of breach of promise or default that originated from the sale and purchase of land between the plaintiff and the defendant with an agreement made orally. The contradiction between the argument of tort and the argument of default made the panel of judges decide the case with the verdict that the lawsuit could not be accepted. That the judge considered based on Supreme Court Jurisprudence No. 2643 K/Pdt/1994 dated May 28, 1999 which in the jurisprudence provides a view that mixing tort claims with default claims is not justified, therefore such a lawsuit is a lawsuit that is unclear or Obscure Libel (Isman, 2021).

Second, case number 103/Pdt.g/2023/PN Smn was a case with the title of Unlawful Acts. The subject matter of the lawsuit outlined that the plaintiff had entered into a betrothal marriage in 2006 with the defendant and had two children. From this marriage

the plaintiff bought a piece of land measuring 210 m² which was in the name of the defendant. The plaintiff as a father was also responsible for providing for his wife and children until they were successful. However, in the middle of the marriage the plaintiff was evicted by the defendant from the house even though the plaintiff had bought the house. After the defendant evicted the plaintiff, the defendant then married another man and resided on the disputed land and building, therefore the plaintiff requested that the disputed object be returned to the plaintiff. From this dispute the plaintiff through his legal representative made legal efforts by filing a lawsuit at the Sleman District Court with the title of Unlawful Acts. As stated in Article 1365 of the Civil Code that "every act that violates the law and brings harm to another person, is obliged to compensate for the loss".

In response to this claim, the defendant through his legal representative denied what had been argued by the plaintiff. That the marriage between the plaintiff and the defendant was a betrothal marriage, which is not recognized by the law and has no legal protection. That the land purchased by the plaintiff was part of a gift given as a result of the marriage. This is also reinforced by the fact that during the sale and purchase process the land was sold clearly and in cash in accordance with the provisions of the law. Therefore, the argument that there was bad faith committed by the defendant is not true and does not fulfill the elements of tort.

Through the lawsuit filed by the plaintiff and the response letter or exception by the defendant, the panel of judges examining the case gave a verdict of inadmissibility due to Obscur Libel. The judge's reasoning explained that the plaintiff who argued that there was an unlawful act as stipulated in Article 1365 of the Civil Code for the act of controlling and/or owning land and buildings in the name of the defendant and evicting the plaintiff from the house, the plaintiff could not explain the elements of the unlawful act in detail. The panel of judges was of the view that the ownership of the disputed object in the name of the defendant had gone through a sale and purchase process in accordance with the provisions of the law, clearly and in cash. The plaintiff should have elaborated on how the land was acquired, whether it was done unlawfully or whether the transfer of land rights was done unlawfully. Therefore, such a lawsuit by the judge is declared unacceptable or N.O. because the lawsuit is vague and does not clearly describe the elements argued.

Third, case No. 205/Pdt.g/2021/PN Smn, a case with the title of Unlawful Acts is related to the non-issuance of a decision that has become its obligation, therefore it is argued in the lawsuit as an unlawful act. The problem arising in case number 205/Pdt.g/2021/PN Smn is a case filed by 20 plaintiffs, who are the administrators of the Indonesian Red Cross (PMI) for all sub-districts of Yogyakarta City. That on March 30, 2021, an activity was held in the form of a City Deliberation (Muskot) of the PMI of Yogyakarta City. The activity was held as a form of deliberation to determine the new PMI chairman at the Yogyakarta city level, because in April 2021 the old management will expire.

Initially the activity went smoothly, until in the end it was determined who the new chairman and the new format structure for the PMI management for 2021-2026. All members invited to the deliberation have agreed on the new structure, therefore it needs to be ratified so that PMI can run properly. PMI's bylaws state that the person authorized to ratify is the head of the higher-level management, in this case the head of PMI Yogyakarta Special Region Province. The requirements that must be prepared and completed have been attached to the letter of request for determination addressed to the Head of PMI Yogyakarta Special Region Province. However, the Head of the PMI of Yogyakarta Special Region Province did not give a decision until 4 (four) months had passed. This incident made it impossible for the new administrators to carry out their duties and impossible for the old administrators to carry out their duties, because they had become demoted. This incident caused losses for the new administrators because they could not carry out humanitarian missions which happened to be the Covid-19 disaster. In addition

to these losses, PMI was also disadvantaged in terms of morale, because by not carrying out social missions to the community, the assessment of PMI became negative.

These legal events made the new administrators agree to file a lawsuit through their attorney on the basis of a tort as stated in Article 1365 of the Civil Code. Through their attorney, the plaintiffs claimed material and immaterial losses as a form of loss suffered by the plaintiffs. In the tort dispute argued by the plaintiffs, the judge has rendered a decision after the parties have gone through the civil procedural law as appropriate. The final decision decided by the panel of judges in this case was that the lawsuit could not be accepted or N.O. on the basis of Obscuur Libel. The consideration of the judge, the panel of judges was of the view that a main lawsuit consists of the identity of the parties, fundamentum petendi, petitum or demands must be written clearly and firmly. An unclear petitum can result in the inadmissibility of the claim, thus causing the lawsuit to be rejected (Nursolih, 2019). That Retnowulan Sutanto and Iskandar Oeripkartawinata in his book entitled "Civil Procedure Law in Theory and Practice Revised Edition", states that in a lawsuit must be equipped with a clear and clear petitum, because this part of the lawsuit is the most important, if this petitum is not clear, it can result in the inadmissibility of the petitum or Obscuure Libel (Sutantio & Oeripkartawinata, 2019).

Obscuur Libel which is considered by the judge is because the inclusion of the petitum compiled by the plaintiff's attorney is unclear, the petitum described in point 7 reads "punish the defendant to pay material compensation of Rp....." the lack of clarity in detailing a loss is what makes the panel of judges consider that such a lawsuit is a vague and unclear lawsuit, therefore the judges examining the case agreed that case number 205/Pdt.g/2021/PN Smn should be declared inadmissible or N.O.

Fourth, case number 23/Pdt.g/2023/PN Smn is a civil case with a default title. The problem that arose was the existence of a procurement agreement between the plaintiff and the first defendant and the second defendant who was the younger sibling of the first defendant who bridged or assisted the first defendant to apply for a loan of funds to the plaintiff. The agreement entered into on August 23, 2017 by the two parties gave rise to rights and obligations in the form of the plaintiff being obliged to provide Rp. 211,200,000.00 as funds for the purchase of goods and the first respondent having the right to purchase goods using the funds provided by the plaintiff and to be used as stated in the agreed procurement agreement. After the plaintiff provided funds to the defendant and the defendant had an obligation to return the funds totaling Rp.253,000,000.00 that had been loaned by the plaintiff by way of 8x installments with details of each month the defendant I had to deposit funds totaling Rp.31,680,000.00 and it was also determined when the installments would be made by the defendant to the plaintiff, namely starting in mid-October 2017. The defendant's obligation to hand over the loan funds in installments was not carried out by the defendant until May 2018 when he only deposited Rp. 36,500,000.00. The plaintiff's efforts to fulfill his rights have been made by the plaintiff until 2019, but the defendant was unable to fulfill his obligation to deposit money with him.

Then in December 2019 the second respondent asked the plaintiff to disburse the funds to him on operational grounds, and if the plaintiff did not disburse the funds requested by the second respondent then the first respondent would not return the funds that had been loaned by the plaintiff. Based on the defendant II's excuse, the plaintiff disbursed funds totaling Rp. 50,000,000.00 and the defendant II promised to repay the funds in August 2020. Until August 2020, neither defendant I nor defendant II fulfilled their obligation to hand over the money that had been loaned by the plaintiff.

That then on January 22, 2022, the plaintiff and the first and second defendants met and made an oral agreement that the defendants would repay the money in February 2022. In the end until February 2022 the defendants were unable to return the money to the plaintiff and the plaintiff through his legal representative had sent a summons as a form of warning to the first and second defendants. Considering that the summons sent by the defendants did not result in the defendants fulfilling their obligations, the plaintiff through his legal representative filed a lawsuit at the Sleman District Court with the title

Default. The lawsuit filed by the plaintiff received a verdict that the lawsuit filed by the plaintiff could not be accepted. The inadmissibility of the plaintiff's lawsuit was due to the panel of judges assessing that the plaintiff's lawsuit was formally defective and Obscure Libel. That the argument of the plaintiff's lawsuit was basically a lawsuit for default between the plaintiff and the first defendant. That as outlined in the lawsuit, the plaintiff and defendant I had made a written agreement regarding a capital loan provided by the plaintiff to the defendant for the purchase of goods. The agreement that had been agreed by both parties was in fact the defendant I neglecting his obligation to return the borrowed funds. In the midst of not fulfilling the plaintiff's rights, the second defendant appeared to borrow money from the plaintiff by way of an oral agreement. Defendant II in this loan was also unable to return the borrowed funds, therefore the plaintiff sued the defendants by arguing two legal subjects who did not have the same legal relationship in one lawsuit.

The panel of judges was of the opinion that in the plaintiff's lawsuit there was no legal relationship between defendant II and the agreement made between the plaintiff and defendant I and neither did the agreement between the plaintiff and defendant I regulate the position of defendant II, so with the description of these events the panel of judges considered that in fact in the plaintiff's lawsuit there were two legal events, namely a written agreement and an unwritten or oral agreement, but the two did not have a relationship with each other but were combined into one, because in fact the actions carried out by defendant II were actions that were personal matters. The legal events resulted in the panel of judges assessing that such a lawsuit had the effect of being vague or unclear or Obscure Libel and could not be accepted.

3.2 Factors that can be the basis and consideration of judges in deciding a lawsuit declared Niet Ontvankelijke Verklaard

In modern times like now, various forms of lawsuits filed before the court are almost certainly in writing, although these provisions do not require that all forms of lawsuits must be written, orally are also legally recognized. However, along with the times, oral lawsuits are no longer relevant considering the times demand to follow the flow of modernization, in this case the lawsuit must be made in writing. In the study of decisions that the author discusses from the many lawsuits filed and decided by the panel of judges, it can be seen that many lawsuits cannot be accepted. The plaintiff's inaccuracy in preparing the lawsuit causes the lawsuit to be unacceptable (Clarisa Adelia Tanry, 2022). The inadmissibility of the lawsuit is due to the following factors:

1. Plurium Litis Consortium

Referring to Article 136 HIR, it explains that against a lawsuit that is denied through an exception, as long as the exception is not regarding absolute competence or relative competence, the lawsuit must still be examined, considered, and decided together with the subject matter. Therefore, it cannot be decided in an interlocutory decision. The same thing is also emphasized in the jurisprudence of Supreme Court Decision No. 935K/Sip/1985 which explains that exceptions that are not related to absolute competence or relative competence, are examined and decided together with the main case. If then the exception that is not a form of absolute competence or relative competence is granted by the panel of judges, then the decision will be negative, namely the lawsuit filed by the plaintiff is declared unacceptable. One form of unacceptable lawsuit is Plurium Litis Consortium or a lawsuit lacking parties. A lawsuit lacking parties is a form of error in persona, namely the party who pulls as the defendant or the party who filed the lawsuit is incomplete, there should still be parties included in their position either as defendants or plaintiffs. Therefore, such a case by the judge is declared unacceptable (Hidayat, 2022).

2. Exceptio Dilatoria

A lawsuit that is filed prematurely, makes the judge's basis for imposing a negative decision in the form of inadmissibility. Such a verdict is not *nebis in idem* if the case is re-filed in court in the future, if there is no longer a premature factor. For example, in a debt agreement a definite date has been determined regarding the repayment of the

debt. Before the date arrives, it turns out that the creditor sues the debtor to immediately fulfill the debt payment. In such a case the judge will give a negative verdict because it contains a premature defect so that the lawsuit cannot be accepted, but then even though it has been decided, the verdict is not then attached *nebis in idem*. If the repayment time is due and the debtor does not pay the debt, then the creditor can file a lawsuit again as a new lawsuit (Admin, 2022).

3. Litis Petendis

Against the dispute filed by the plaintiff, then the same as the case being examined by the court either at the level of appeal or cassation or other courts at the first level, then the defendant can file a *litis petendis* exception or can be called a *sub-judice* exception which means that the lawsuit filed is still dependent or still ongoing or ongoing examination in court (under judicial consideration). Such an exception aims to provide space so that there is no clash between decisions.

4. Error In Persona

In a contentious civil suit, one party acts as the plaintiff and the other party acts as the defendant. The person acting as the plaintiff must have the right position and capacity according to the law, while the party acting as the defendant must have the right position and capacity. mistakenly and incorrectly determining the position of the plaintiff or defendant will result in a formally defective lawsuit (Amelia Musnadi & Artaji, 2024). Error *impersona* arising from such errors can then be classified as follows:

- a. Disqualification in Person, which is when the plaintiff is ineligible due to the condition of not having the right to sue the disputed case and not being legally competent (Hukumindo, 2020).
- b. Another form of error in persona is that the person who is drawn as the defendant is mistaken. for example, A and B have a debt and credit agreement, but the one who is sued for repayment is C. So if this happens, the lawsuit is wrong and wrong.
- c. Insufficient Parties Lawsuit. What is meant by a lawsuit lacking parties is a form of error in persona referred to as *plurium litis consortium* where the plaintiff or defendant is incomplete, that there are actually other parties that should be included as plaintiffs or defendants (Harahap, 2019, p. 117). Therefore, such a lawsuit can be called *plurium litis consortium*.

5. Unclear legal standing

Legal Standing is a determinant of whether a person is eligible to litigate before the court or not. In civil procedure law, it is stated that every person who becomes a party before the court must be a party with a legal interest (Nurshoffa & Adiasih, 2020). What is then meant by legal interests is an aspect related to proprietary interests or losses experienced directly by the plaintiff (injury in fact), and for this reason it is referred to as the victim party in this case referred to as the plaintiff (Law, 2022). So then if a person's position is not correct, it will result in the claim being declared inadmissible by the judge.

6. Exceptio non Adimpleti Contractus

This exception is an exception filed in disputes relating to reciprocal agreements, where each party has the same burden of obligation in the fulfillment of mutual achievements. In such an agreement, it is prohibited to sue each other if he himself as the plaintiff does not carry out his obligations in fulfilling the performance. For example, C and D made a contract for the construction of a building, with the condition that the construction must begin on April 1, 2024 after C received an advance payment of 20% of the contract value. However, D apparently did not fulfill its obligation to pay the 20% down payment to C. In this case, D cannot sue C if the construction does not start on April 1, 2024. Therefore, if D files a lawsuit, then C can file an exception in the form of *Exceptio non Adimpleti Contractus* (Harahap, 2019, p. 529).

7. Nebis In Idem

The principle of *nebis in idem* is a principle where the same case cannot be tried for the second time because it has obtained permanent legal force and every case that has

permanent legal force cannot be changed or challenged. Legally, a lawsuit can be classified as *nebis in idem* as long as it meets the following conditions (Nahdhah, 2023): (a) What is being sued has already been disputed (b) There has been a decision that has permanent legal force and is positive, such as rejecting the claim or granting the claim

4. Conclusions

That not a few judges examining cases at the Sleman District Court have decided that the lawsuit is declared inadmissible or *Niet Ontvankelijke Verklaard*. From the data on decisions at the Sleman District Court from 2022-2023, it was found that there were 72 civil cases that were declared inadmissible by the judge or *Niet Ontvankelijke Verklaard*, of these data, 36 cases were declared inadmissible due to *obscuur libel*. the inaccuracy of the plaintiffs caused the lawsuit to be formally defective so that it actually made a gap for the defendant to refute the defective lawsuit.

The factors causing a lawsuit to be declared inadmissible or *Niet Ontvankelijke Verklaard* are not only caused by *obscuur libel*. From the decision data at the Sleman District Court, various factors were found that caused the lawsuit to be unacceptable, including *Plurium Litis Consorsitium* (lawsuit lacking parties), *Exceptio Delatoria* (premature lawsuit), *Litis Petendis* (the same lawsuit being examined), *Error In Persona*, unclear Legal Standing, *Exceptio non Adimpleti Contractus*, and *Nebis In Idem*. Some of these factors can be used as general knowledge for law enforcers to be much more careful in making a lawsuit letter so that it does not lead to a lawsuit that is declared inadmissible.

References

- Admin. (2022). *Pahami Apa Itu Gugatan Prematur*. Magister Ilmu Hukum Pascasarjana Universitas Medan Area. <https://mh.uma.ac.id/pahami-apa-itu-gugatan-prematur/>
- Amelia Musnadi, R., & Artaji, A. (2024). Eksepsi Error in Persona terhadap Gugatan Hak Waris Ditinjau dari Hukum Positif di Indonesia pada Pengadilan Tinggi Agama. *COMSERVA: Jurnal Penelitian Dan Pengabdian Masyarakat*, 3(10), 4216–4227. <https://doi.org/10.59141/comserva.v3i10.1222>
- Anugrahdwi. (2023). *Makna Indonesia Sebagai Negara Hukum*. Pascasarjana.Umsu.Ac.Id. <https://pascasarjana.umsu.ac.id/makna-indonesia-sebagai-negara-hukum/>
- Cecep Dudi Muklis Sabigin. (2021). Perspektif perbuatan melawan hukum oleh pejabat publik dalam tindak pidana korupsi. *Jurnal Konstituen*, 3(1), 49–58. https://r.search.yahoo.com/_ylt=AwrOtVdDnWRlAz4ckilXNyOA;_ylu=Y29sbwNncTEEcG9zAzEEdnRpZAMEc2VjA3Ny/RV=2/RE=1701121475/RO=10/RU=https%3A%2F%2Fjournal.ipdn.ac.id%2Fkonstituen%2Farticle%2Fview%2F2387%2F1170/RK=2/RS=AbA19Z_Kopo.yvVb9RtWmdyLOXk-
- Clarisa Adelia Tanry, K. A. S. M. (2022). Tinjauan Yuridis Terhadap Putusan Gugatan Yang Tidak Dapat Diterima Oleh Majelis Hakim. *Ilmiah Indonesia*, 7(3), 10–27. https://r.search.yahoo.com/_ylt=AwrG0TjfrWbmtlQQfG1XNyOA;_ylu=Y29sbwNncTEEcG9zAzEEdnRpZAMEc2VjA3Ny/RV=2/RE=1712504032/RO=10/RU=https%3A%2F%2Fjurnal.syntaxliterate.co.id%2Findex.php%2Fsyntax-literate%2Farticle%2Fdownload%2F6421%2F3705%2F/RK=2/RS=iKs.AtpHZZ
- Harahap, M. Y. (2019). *HUKUM ACARA PERDATA Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, dan Putusan Pengadilan* (Tarmizi (ed.); Kedua). Sinar Grafika.
- Hartanto, K. S. dan H. (2019). FORMULASI KUMULASI GUGATAN YANG DIBENARKAN TATA TERTIB ACARA INDONESIA (STUDI PUTUSAN MA NOMOR. 2157 K/PDT/2012 DAN PUTUSAN. *Jurnal Verstek*, 05(3), 32. https://r.search.yahoo.com/_ylt=Awr9zOcTfwdmzwQAY3FXNyOA;_ylu=Y29sbwNncTEEcG9zAzEEdnRpZAMEc2VjA3Ny/RV=2/RE=1712976916/RO=10/RU=https%3A%2F%2Fwww.researchgate.net%2Fpublication%2F365692625_Mempertanyakan_Irah-Irah_Demi_Keadilan_Berdasarkan_Ketuhanan_Yang_Maha_Esa_Dalam_Putusan_Perkara_Pidana/RK=2/RS=24VT051Po

MOjK2U31SxwxXbIG1c-

- Hidayat, R. (2022). Gugatan Kurang Pihak (Plurium Litis Consortium) Dalam Sengketa Lelang Tanah (Studi Kasus Putusan Nomor 30/Pdt.G/2019/Pn Bjn.). *Mimbar Yustitia*, 5(1), 42–57. <https://doi.org/10.52166/mimbar.v5i1.2630>
- Hukumindo, T. (2020). 3 Bentuk Gugatan Error in Persona. *Hukumindo.Com*. <https://www.hukumindo.com/2020/04/3-bentuk-gugatan-error-in-persona.html>
- Isman, I. (2021). Kumulasi Gugatan Antara Perbuatan Melawan Hukum Dan Wanprestasi. *Jurnal Yudisial*, 14(1), 57. <https://doi.org/10.29123/jy.v14i1.370>
- Law, A. (2022). Kedudukan Hukum (Legal Standing) dalam Tatahan Hukum Indonesia. *Adcowlaw.Com*. <https://adcolaw.com/id/blog/kedudukan-hukum-legal-standing-dalam-tatanan-hukum-indonesia/>
- Lengkong, S. (2015). Kajian Yuridis Terhadap Amar/Diktum Putusan Hakim dalam Perkara Pidana. *Jurnal Lex Administratum*, 3(6), 9–25. <https://ejournal.unsrat.ac.id/index.php/administratum/article/download/9157/8736>
- Mertokusumo, S. (1997). 84405-ID-sistem-peradilan-di-indonesia.pdf. *Jurnal Hukum*, 6(8). <https://media.neliti.com/media/publications/84405-ID-sistem-peradilan-di-indonesia.pdf>
- Nahdhah. (2023). The Principle of Nebis In Idem in Settlement of Civil Cases in Indonesia. *International Journal of Law, Environment, and Natural Resources*, 2(2), 129–134. <https://doi.org/10.51749/injurlens.v2i2.39>
- Nurshoffa, A. S., & Adiasih, N. (2020). DISSENTING OPINION MENGENAI LEGAL STANDING DALAM GUGATAN PERBUATAN MELAWAN HUKUM (STUDI PUTUSAN NO. 52/PTD.G/2019/PN.DPK). *Jurnal Ilmu Pendidikan*, 7(2), 809–820.
- Nursolih, E. (2019). Analisis Penyusunan Surat Gugatan. *Jurnal Ilmiah Galuh Justisi*, 7(1), 87. <https://doi.org/10.25157/jigj.v7i1.2142>
- Risdiana, R., & Taquiuddin, H. U. (2021). Penerapan Asas Batas Minimal Pembuktian Dalam Perkara Hukum Perdata (Studi Putusan Pengadilan Negeri Selong Nomor: 55/Pdt.G/2020/PN.Sel). *Jurnal Ilmiah Mandala Education*, 7(2), 267–277. <https://doi.org/10.36312/jime.v7i2.2065>
- Sarwono. (2011). *HUKUM ACARA PERDATA* (Tarmizi (ed.); Cetakan pe). Sinar Grafika.
- Sinaga, D. S., & Syahputra, A. (2020). Tinjauan Yuridis Terhadap Putusan Niet Ontvankelijke Verklaard Dalam Perkara Gugatan Kurang Piha. *Jurnal Hukum UNISSULA*, 39(1), 40–54. https://r.search.yahoo.com/_ylt=Awrjc4WpMAdmYxIDH_pXNyoA;_ylu=Y29sbwNncTEEcG9zAzQEdnRpZAMEc2VjA3Ny/RV=2/RE=1712956842/RO=10/RU=https%3A%2F%2Fjurnal.unissula.ac.id%2Findex.php%2Fjurnalhukum%2Farticle%2Fdownload%2F30696%2F8216/RK=2/RS=2peVjtP9LOAvLwtjLk2IcV
- Sutantio, R., & Oerpkartawinata, I. (2019). *HUKUM ACARA PERDATA dalam Teori dan Praktek* (Redaksi Mandar Maju (ed.); Revisi). CV. Mandar Maju.
- Wahyuni, W. (2022a). *Objek Penelitian Hukum Normatif untuk Tugas Akhir*. *HukumOnline.Com*. <https://www.hukumonline.com/berita/a/objek-penelitian-hukum-normatif-untuk-tugas-akhir-lt63a46376c6f72/>
- Wahyuni, W. (2022b). *Prinsip Negara Hukum yang Diterapkan di Indonesia*. *HukumOnline.Com*. <https://www.hukumonline.com/berita/a/prinsip-negara-hukum-yang-diterapkan-di-indonesia-lt63449d84e25e4/>
- Willa Wahyuni. (2023). *Mengajukan Gugatan Lisan*. *HukumOnline*. <https://www.hukumonline.com/berita/a/mengajukan-gugatan-secara-lisan-lt64d2272b4c6de>
- Yamin, B., Supryadi, A., & Fahrurrozi, F. (2022). “Mempertanyakan” Irah-Irah Demi Keadilan Berdasarkan Ketuhanan Yang Maha Esa Dalam Putusan Perkara Pidana. *Unizar Law Review*, 5(2). <https://doi.org/10.36679/ulr.v5i2.8>
- Yusri, D., Sani, A., & Sakdiah, K. (2020). Pelatihan Pelayanan Perkara Prodeo dalam Perspektif Hukum Islam. *Jurnal ABDIMASA Pengabdian Masyarakat*, 3(1), 94–105. <https://unimuda.e-journal.id/jurnalabdimasa/article/view/1724/873>