

ABSTRAK

Sewa menyewa tanah warisan merupakan bentuk perjanjian antara ahli waris dengan pihak lain atas tanah yang telah diwariskan, yang seringkali melibatkan aspek hukum seperti hak atas tanah dan pembagian warisan. Dalam konteks ini, peraturan mengenai sewa menyewa tanah diatur dalam KUHPerdota dan Undang-Undang Pokok Agraria (UUPA), yang menegaskan bahwa hak milik atas tanah dapat diwariskan secara turun-temurun tanpa batas waktu. Penelitian ini mengkaji: 1. Mengapa Pengadilan Negeri Mengabulkan gugatan sebagian dalam sengketa perjanjian sewa-menyewa tanah warisan? 2. Mengapa pengadilan tinggi dan Mahkamah Agung Menolak gugatan penggugat dalam sengketa perjanjian sewa-menyewa tanah warisan? Tujuan dalam penelitian ini adalah: 1. Untuk mengetahui alasan Pengadilan Negeri mengabulkan gugatan sebagian dalam sengketa perjanjian sewa-menyewa tanah warisan. 2. Untuk mengetahui alasan Pengadilan Tinggi dan Mahkamah Agung menolak gugatan penggugat dalam sengketa perjanjian sewa-menyewa tanah warisan. Metode penelitian yang digunakan adalah pendekatan hukum Normatif dengan Deskriptif Kualitatif, berdasarkan studi literatur dan analisis Putusan Pengadilan. Hasil penelitian menunjukkan bahwa: 1. Pengadilan Negeri mengabulkan gugatan sebagian dalam sengketa perjanjian sewa-menyewa tanah warisan: Perjanjian sewa telah berakhir secara sah pada 1 Agustus 2014, Surat Somasi dari para tergugat yang mendesak perpanjangan sewa melanggar hak pemilik, Tidak ada Itikad Baik untuk mengosongkan tanah meski telah diminta. 2. a. Penyebab Pengadilan Tinggi menolak gugatan penggugat: Asas Pacta Sunt Servanda dan hak opsi, Somasi bukan perbuatan melawan hukum, gugatan tidak berdasarkan prestasi pihak penggugat, dwangsom tidak proporsional. 2. b. Penyebab Mahkamah Agung menolak permohonan kasasi: Somasi bukan perbuatan melawan hukum, Hak opsi adalah klausul yang sah dan berlaku, Somasi tidak melanggar unsur perbuatan melawan hukum dalam pasal 1365 KUHPerdota. Berdasarkan hasil penelitian yang penulis lakukan maka: 1. Alasan Pengadilan Negeri mengabulkan gugatan sebagian, yaitu: karena terbukti para tergugat telah melakukan perbuatan melawan hukum, yang memaksa penggugat untuk memperpanjang masa sewa yang telah berakhir pada 1 agustus 2014. 2. Alasan Pengadilan Tinggi dan Mahkamah Agung menolak gugatan penggugat, yaitu: karena Hakim Pengadilan Tinggi berpendapat somasi dari para tergugat tidak dapat dikategorikan sebagai perbuatan melawan hukum, karena merupakan hak opsi dari para tergugat untuk melakukan perpanjangan sewa dan Hakim Mahkamah Agung berpendapat putusan Pengadilan Tinggi sudah tepat dan tidak salah dalam menerapkan hukum. Adapun Saran dalam penelitian ini menekankan pihak-pihak dalam sewa menyewa disarankan untuk selalu menuangkan kesepakatan secara tertulis, termasuk ketentuan perjanjian dan penghentian sewa, serta menjunjung tinggi asas itikad baik dalam menjalankan maupun mengakhiri perjanjian.

kata kunci: Deskripsi, Penyelesaian Sengketa, Perjanjian Sewa Menyewa Tanah Warisan

ABSTRACT

Lease of inherited land is a form of agreement between heirs and other parties over inherited land, which often involves legal aspects such as land rights and inheritance distribution. In this context, regulations regarding land leases are regulated in the Civil Code and the Basic Agrarian Law (UUPA), which emphasizes that land ownership rights can be inherited from generation to generation without a time limit. This study examines: 1. Why did the District Court grant a partial lawsuit in a dispute over an inherited land lease agreement? 2. Why did the High Court and the Supreme Court reject the plaintiff's lawsuit in a dispute over an inherited land lease agreement? The objectives of this study are: 1. To determine the reasons why the District Court granted a partial lawsuit in a dispute over an inherited land lease agreement. 2. To determine the reasons why the High Court and the Supreme Court rejected the plaintiff's lawsuit in a dispute over an inherited land lease agreement. The research method used is a Normative legal approach with Qualitative Descriptive, based on literature studies and analysis of Court Decisions. The results of the study show that: 1. The District Court granted a partial lawsuit in the inheritance land lease agreement dispute: The lease agreement has legally ended on August 1, 2014, the letter of summons from the defendants urging the extension of the lease violates the owner's rights, There is no good faith to vacate the land even though it has been requested. 2. a. Reasons for the High Court to reject the plaintiff's lawsuit: The principle of Pacta Sunt Servanda and the right of option, the summons is not an unlawful act, the lawsuit is not based on the plaintiff's achievements, dwangsom is not proportional. 2. b. Reasons for the Supreme Court to reject the cassation application: The summons is not an unlawful act, The right of option is a valid and valid clause, the summons does not violate the elements of an unlawful act in Article 1365 of the Civil Code. Based on the results of the research conducted by the author, then: 1. The reason the District Court granted the lawsuit in part, namely: because it was proven that the defendants had committed an unlawful act, which forced the plaintiff to extend the lease period which had ended on August 1, 2014. 2. The reason the High Court and the Supreme Court rejected the plaintiff's lawsuit, namely: because the High Court Judge was of the opinion that the summons from the defendants could not be categorized as an unlawful act, because it was the defendants' optional right to extend the lease and the Supreme Court Judge was of the opinion that the High Court's decision was appropriate and not wrong in applying the law. The suggestion in this study emphasizes that the parties in the lease are advised to always put the agreement in writing, including the terms of the agreement and termination of the lease, and uphold the principle of good faith in carrying out and terminating the agreement.

Keywords: Description, Dispute Resolution, Inherited Land Lease Agreement