

ABSTRAK

Judul: Deskripsi Tentang Wanprestasi Dalam Perjanjian Jual Beli Tanah (Studi Kasus Putusan Nomor :10/Pdt.G/2015/PN Mme.) **Oleh Paulina Saputri Riandhani Kadji. NIM: 22310024** Permasalahan dalam penelitian ini adalah: 1. Mengapa hakim Pengadilan Negeri dan Mahkamah Agung menyatakan gugatan penggugat di kabulkan sebagian dalam wanprestasi perjanjian jual beli tanah?. 2. Mengapa Hakim Pengadilan Tinggi menyatakan menolak gugatan penggugat seluruhnya?. Tujuan penelitian ini adalah: 1.Untuk mengetahui alasan hakim pengadilan negeri dan mahkamah agung menyatakan gugatan penggugat dikabulkan sebagian dalam wanprestasi perjanjian jual beli tanah. 2.Untuk mengetahui alasan hakim pengadilan tinggi menyatakan menolak gugatan penggugat seluruhnya. Metode Penelitian dalam penulisan ini adalah metode penelitian normatif dengan menggunakan dua variabel yaitu variabel bebas dan variabel terikat. Variabel bebas dalam penelitian ini adalah alasan hakim pengadilan negeri dan mahkamah agung menyatakan gugatan penggugat dikabulkan sebagian dalam perjanjian jual beli tanah dan alasan hakim pengadilan tinggi menyatakan menolak gugatan penggugat seluruhnya dan Variabel terikat dalam penelitian ini adalah putusan hakim terkait deskripsi tentang wanprestasi dalam perjanjian jual beli tanah.

Jenis sumber data yang digunakan adalah bahan hukum primer, sekunder, dan tersier dengan teknik pengumpulan data melalui dokumen dan bahan Pustaka dan menggunakan analisis deskriptif-kualitatif. Berdasarkan hasil penelitian dan pembahasan yang telah dikemukakan maka penulis menyimpulkan sebagai berikut: Alasan Hakim Pengadilan Negeri dan Mahkamah Agung menyatakan gugatan penggugat di kabulkan sebagian dalam wanprestasi perjanjian jual beli tanah adalah sebagai berikut: Adanya perjanjian yang dibuat sah antara penggugat dan tergugat, Tergugat terbukti melakukan wanprestasi, Tergugat terbukti merugikan pihak penggugat. Alasan Putusan Hakim Pengadilan Tinggi menolak gugatan penggugat seluruhnya yaitu: Karena tergugat tidak pernah mengikatkan diri dalam bentuk perjanjian apapun dengan penggugat, baik perjanjian jual beli tanah maupun perjanjian jual beli material, Penggugat dinilai tidak dapat membuktikan adanya jual beli barang dan material yang berada diatas tanah sengketa.

Saran yang dapat diberikan oleh penulis meliputi: Bagi Para Pihak Yang Hendak Melakukan Perjanjian Selalu buat perjanjian jual beli tanah di hadapan PPAT untuk akta otentik, hindari kesalahan umum seperti pembayaran bertahap tanpa jaminan kuat, dan sertakan klausul penalti jelas untuk wanprestasi agar memenuhi Pasal 1338 KUHPerdara. Bagi Aparat Penegak hukum Perkuat pembuktian dengan prioritas bukti otentik (akta, sertifikat) daripada surat di bawah tangan; pertimbangkan hubungan ahli waris secara spesifik sesuai Pasal 1313 KUHPerdara untuk hindari inkonsistensi antar tingkat pengadilan.

Kata Kunci: Wanprestasi perjanjian jual beli tanah

ABSTRACT

Title: Description of Breach of Contract in Land Sale and Purchase Agreements (Case Study Decision No: 10/Pdt.G/2015/PN Mme.). By Paulina Saputri Riandhani Kadji. Student ID: 22310024 The issues in this study are: 1. Why did the District Court and Supreme Court judges partially grant the plaintiff's lawsuit in the breach of land sale and purchase agreement? 2. Why did the High Court judge's decision entirely reject the plaintiff's lawsuit? The objectives of this study are: 1. To understand the reasons why the District Court and Supreme Court judges partially granted the plaintiff's lawsuit in the breach of land sale and purchase agreement. 2. To understand the decision of the High Court judge rejecting the plaintiff's lawsuit entirely. The research method in this paper is a normative research method using two variables, namely independent variables and dependent variables. The independent variables in this study are the reasons why the district court and supreme court judges stated that the plaintiff's lawsuit was partially granted in the land sale and purchase agreement and the reasons why the high court judges stated that they rejected the plaintiff's lawsuit entirely and the dependent variable in this study is the judge's decision regarding the description of default in the land sale and purchase agreement. The types of data sources used are primary, secondary, and tertiary legal materials with data collection techniques through documents and library materials and using descriptive-qualitative analysis.

Based on the results of the research and discussion that have been presented, the author concludes the following: The reasons why the Judges of the District Court and the Supreme Court partially granted the plaintiff's claim in the breach of the land sale and purchase agreement are as follows: There was a valid agreement made between the plaintiff and the defendant, The defendant was proven to have committed a breach of contract, The defendant was proven to have caused harm to the plaintiff. The reason the High Court Judge rejected the plaintiff's claim entirely is: Because the defendant never bound themselves in any form of agreement with the plaintiff, whether a land sale and purchase agreement or a sale and purchase agreement of materials, The plaintiff was deemed unable to prove the sale and purchase of goods and materials on the disputed land.

Suggestions that can be given by the author include: For Parties Who Want to Make an Agreement Always make a land sale and purchase agreement before a PPAT for an authentic deed, avoid common mistakes such as installment payments without strong guarantees, and include a clear penalty clause for default to comply with Article 1338 of the Civil Code. For Law Enforcement Officials Strengthen evidence by prioritizing authentic evidence (deeds, certificates) rather than private letters; consider the relationship of heirs specifically according to Article 1313 of the Civil Code to avoid inconsistencies between court levels

Keywords: Breach of land sale and purchase agreement