

ABSTRAK

Judul : Deskripsi Tentang Sengketa Wanprestasi Dalam Transaksi Jual Beli Bus. Pokok Permasalahan yang penulis kaji dalam penelitian ini yaitu: 1) Mengapa Hakim Pengadilan Negeri dan Hakim tingkat kasasi menyatakan gugatan penggugat dikabulkan sebagian? 2) Mengapa Hakim pengadilan Tinggi menyatakan gugatan penggugat tidak dapat diterima? Penelitian ini bertujuan Untuk 1) mengetahui alasan Hakim Pengadilan Negeri dan Hakim tingkat kasasi menyatakan gugatan penggugat dikabulkan sebagian 2) Untuk mengetahui alasan Hakim pengadilan Tinggi menyatakan gugatan penggugat tidak dapat diterima.

Variabel bebas yaitu variabel yang mempengaruhi variabel terikat yaitu alasan Hakim Pengadilan Negeri dan Hakim tingkat kasasi menyatakan gugatan penggugat dikabulkan sebagian alasan Hakim pengadilan Tinggi menyatakan gugatan penggugat tidak dapat diterima, Variabel terikat yaitu variabel yang dipengaruhi oleh variabel bebas yaitu terkait putusan hakim Wanprestasi Dalam Transaksi Jual Beli Bus. Berdasarkan hasil penelitian dan pembahasan yang telah dikemukakan maka penulis menyimpulkan sebagai berikut: 1) Alasan Hakim Pengadilan Negeri dan Hakim tingkat kasasi menyatakan gugatan penggugat dikabulkan sebagian karena para tergugat tidak memenuhi kewajibannya dalam perjanjian jual beli, khususnya tidak menyerahkan BPKB sebagaimana diperjanjikan, sehingga tuntutan terkait pengakuan perjanjian dan pernyataan wanprestasi dikabulkan. 2) Alasan Hakim pengadilan Tinggi menyatakan gugatan penggugat tidak dapat diterima karena gugatan dinilai mengandung cacat formil, yaitu Gugatan kurang pihak (*plurium litis consortium*), Gugatan kabur (*obscur libel*), Gugatan salah pihak (*error in persona*) sehingga perkara dianggap belum memenuhi syarat untuk diperiksa pada pokok perkara. Adapun saran: Para pihak dalam perjanjian jual beli hendaknya melaksanakan kewajibannya dengan itikad baik, termasuk menyerahkan dokumen seperti BPKB, agar tidak menimbulkan sengketa wanprestasi. Penggugat perlu menyusun gugatan secara jelas, lengkap, dan tepat agar terhindar dari cacat formil seperti kurang pihak, gugatan kabur, dan salah pihak. Majelis Hakim diharapkan memberikan pertimbangan hukum yang lengkap dan tepat agar putusan mencerminkan kepastian hukum dan keadilan.

Kata Kunci : Wanprestasi, Transaksi Jual Beli Bus.

ABSTRACT

Title: Description of Dispute over Breach of Contract in Bus Sale and Purchase Transactions. The main issues examined in this study are: 1) Why did the District Court judges and the cassation-level judges declare that the plaintiff's claim was partially granted? 2) Why did the High Court judges declare that the plaintiff's claim was inadmissible? This study aims to: 1) determine the reasons why the District Court judges and cassation-level judges declared that the plaintiff's claim was partially granted; 2) determine the reasons why the High Court judges declared that the plaintiff's claim was inadmissible.

*The independent variable is the variable that influences the dependent variable, namely the reasons why the District Court judges and cassation-level judges declared that the plaintiff's claim was partially granted and the reasons why the High Court judges declared that the plaintiff's claim was inadmissible. The dependent variable is the variable influenced by the independent variable, namely related to the judges' decision on breach of contract in bus sale and purchase transactions. Based on the results of the research and discussion presented, the author concludes as follows: 1) The reason the District Court judges and cassation-level judges declared that the plaintiff's claim was partially granted is because the defendants did not fulfill their obligations in the sale and purchase agreement, particularly failing to hand over the BPKB as agreed, so that the claims related to the acknowledgment of the agreement and the declaration of breach of contract were granted. 2) The reason the High Court judges declared that the plaintiff's claim was inadmissible is because the claim was considered to contain formal defects, namely lack of parties (*plurium litis consortium*), an unclear claim (*obscur libel*), and incorrect party (*error in persona*), so the case was deemed not to have met the requirements to be examined on its merits. The suggestions are: The parties in a sale and purchase agreement should carry out their obligations in good faith, including handing over documents such as the BPKB, in order to avoid disputes over breach of contract. The plaintiff needs to prepare the claim clearly, completely, and accurately to avoid formal defects such as lack of parties, unclear claims, and incorrect parties. The panel of judges is expected to provide complete and accurate legal considerations so that the decision reflects legal certainty and justice.*

Keywords: *Breach of Contract, Bus Sale and Purchase Transactions.*