

**TENTANG WANPRESTASI DALAM PELAKSANAAN
PERJANJIAN HAK BELI KEMBALI TANAH DAN BAGUNAN
MENURUT PASAL 1243 KUHPerdato
BERNABAS BAHAS (22310134)**

Perjanjian jual beli dengan hak beli kembali merupakan bentuk perikatan yang kerap muncul dalam praktik hukum pertanahan di Indonesia, namun sering menimbulkan sengketa terkait pelaksanaan hak dan kewajiban serta penafsiran ketentuan hukum yang berlaku.

Penelitian ini bertujuan untuk menganalisis alasan terjadinya wanprestasi dalam perjanjian tersebut dikaitkan dengan Pasal 1243 KUHPerdato, serta menjelaskan akibat hukum yang timbul terhadap hak dan kewajiban para pihak.

Metode yang digunakan adalah penelitian hukum normatif dengan pendekatan deskriptif analitis, menggunakan bahan hukum primer berupa KUHPerdato, Undang-Undang No. 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria (UUPA), serta putusan pengadilan di semua tingkat, sedangkan bahan hukum sekunder berupa literatur hukum dan pendapat ahli.

Hasil penelitian menunjukkan bahwa Tergugat terbukti melakukan wanprestasi karena tidak melaksanakan kewajiban menjual kembali objek dengan harga yang telah disepakati serta menghalangi hak Penggugat menempati objek, setelah syarat somasi sesuai Pasal 1243 KUHPerdato telah terpenuhi. Akibat hukum yang timbul adalah Tergugat wajib melaksanakan isi perjanjian, membayar ganti rugi materiil sebesar Rp48.000.000,00, serta menanggung biaya perkara, sedangkan Penggugat tetap memegang hak sah untuk membeli kembali objek dan menempatnya sesuai kesepakatan.

Kata kunci: Wanprestasi, Perjanjian Hak Beli Kembali, Pasal 1243 KUHPerdato, Akibat Hukum, Asas Kebebasan Berkontrak.

ABSTRACT
DESCRIPTION OF DEFAULT IN THE IMPLEMENTATION OF THE
REPURCHASE AGREEMENT FOR LAND AND BUILDINGS UNDER
ARTICLE 1243 OF THE INDONESIAN CIVIL CODE

BERNABAS BAHAS (22310134)

A sale with a repurchase right is a common form of obligation in Indonesian land law practice, yet it frequently gives rise to disputes regarding the exercise of rights, fulfillment of obligations, and interpretation of applicable legal provisions.

This study aims to analyze the causes of default in this agreement in relation to Article 1243 of the Civil Code, and to explain the legal consequences arising for the rights and obligations of the parties.

This is a normative legal research with a descriptive analytical approach, using primary legal sources including the Civil Code, Law no. 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA), and court rulings at all levels, as well as secondary legal sources such as legal literature and expert opinions.

The research finds that the Defendant was proven to be in default for failing to fulfill his obligation to resell the property at the agreed price and for obstructing the Plaintiff's right to occupy the property, after the notice requirement under Article 1243 of the Civil Code had been satisfied. The legal consequences are that the Defendant is obliged to comply with the agreement, pay material damages amounting to IDR 48,000,000.00, and bear all court costs, while the Plaintiff retains the legal right to repurchase and occupy the property in accordance with the agreement.

Keywords: Default, Repurchase Agreement, Article 1243 Indonesian Civil Code, Legal Consequences, Principle of Freedom of Contract