

Pembatalan Perjanjian Pengikatan Jual Beli di Bawah Tangan Terkait Pemenuhan Syarat Subyektif Berdasarkan Putusan Pengadilan Negeri Malang Nomor 12/Pdt.G/2017/PN MLG Cancellation of The Underhanded Sale and Purchase Agreement Regarding The Fullfilment of Subjective Requirements Based on The Decision of The Malang District Court Number 12/Pdt.G/2017/PN MLG.

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Abstrak

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The Sale and Purchase Agreement as a preliminary agreement because the sale and purchase cannot be carried out due to certain reasons. The implementation of an agreement is a mutual legal action that requires the cooperation of two or more parties to bring the legal consequences. This research discusses the fulfillment of the subjective requirements of the Underhand Sale and Purchase Binding Agreement based on the decision of the Malang District Court Number 12/PDT.G/2017/PN MLG. The research in this thesis is a normative juridical study using descriptive typology using secondary data consisting of primary legal materials, secondary legal materials, and tertiary legal materials. This research uses a descriptive data analysis method with a qualitative approach. The result of this research is an agreement that made based on the provisions of the Civil Code, the first requirement of the agreement is regarding the deal. Some case that must be considered as the requirement for an agreement that can be canceled are the non fulfillment of subjective conditions due to fraud, where fraud is always considered as a condition that can be canceled in an agreement. Prosecution of cancellation must be carried out through the court therefore it is the judge's decision to cancel the agreement. Based on Article 1321 of the Civil Code, no agreement has the power if it is given because of a mistake or obtained by coercion or fraud.