

Perjanjian dibawah tangan untuk menjual secara bersama atas objek bidang tanah milik pihak yang digugat wanprestasi (Studi Putusan PN Gianyar No. 4/Pdt.G/2019/Pn.Gin) = Underhand agreement to sell jointly on the object of land owned by one parties was Sued for default (Case Study on the Gianyar District's Court Decision Number 4/Pdt.G/2019/PN.Gin)

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Abstrak

Tesis ini membahas adanya penyangkalan terhadap keabsahan perjanjian dibawah tangan untuk menjual bersama atas objek bidang tanah milik pihak yang digugat wanprestasi. Pelaksanaan perjanjian dibawah tangan ditentukan oleh keabsahan perjanjiannya. Sahnya perjanjian dibawah tangan dalam putusan ini menimbulkan sengketa baik antara para pihak maupun pihak ketiga. Permasalahan yang diangkat tentang keabsahan dan akibat hukum perjanjian dibawah tangan. Penelitian ini berbentuk yuridis normatif, menggunakan studi kepustakaan, berupa penelusuran literatur atas data sekunder. Adapun analisis menggunakan pendekatan kualitatif. Hasil penelitian menunjukkan bahwa pihak yang menyangkal keabsahan perjanjian dibawah tangan dan digugat wanprestasi tersebut tidaklah melakukan wanprestasi. Berdasarkan Putusan PN Gianyar No. 4/Pdt.G/2019/Pn.Gin: keabsahan atas perjanjian adalah sah, akibat hukumnya prestasi harus diwujudkan oleh para pihak. Namun terkendala atas objek yang sudah terjual. Pembeli yang beritikad baik harus dilindungi. Untuk akta jual tetap ada dan tidak dibatalkan walaupun ada perjanjian dibawah tangan untuk menjual bersama atas objek tanah salah satu pihak. Dalam putusan ini: Notaris/PPAT ikut terkena untuk beban biaya perkara, padahal seharusnya tidak ikut dalam perkara tersebut, karena yang dilakukan telah sesuai dengan jabatan sudah mengikuti prosedur penerbitan sertipikat dan akta jual beli atas objek tanah tersebut.

.....This writings discusses the denial of the legality of the underhand agreement to jointly sell the object of the land owned by the party which being accused of default. Implementation of the underhand agreement is determined by the legality of the agreement. The legality of the underhand agreement in this decision raises disputes between both parties and third parties. Issues raised regarding the legality and legal consequences of the contract under hand. This research is in the form of juridical normative, using literature study, in the form of literature search on secondary data. The analysis uses a qualitative approach. The results showed that the party who denied the legality of the underhand agreement and was sued for default did not commit default. Based on the Gianyar District Court Decision No. 4 / Pdt.G / 2019 / Pn.Gin: the legality of the agreement is valid, the legal consequence is that the parties have to achieve achievement. However, constrained by objects that have been sold. Buyers in good faith must be protected. The sale deed remains and is not canceled even though there is an underhand agreement to sell together the land object owned by one of the parties. In this decision: Notary / PPAT is also affected for the cost of the case, even though he should not have participated in the case, because what has been done in accordance with the position has followed the procedure for issuing certificates and deeds of sale and purchase over the land object.