

Perbuatan Hukum Jual Beli yang Mengandung Kepalsuan Identitas (Studi Putusan Mahkamah Agung Nomor 1076 K/Pdt/2020) = Legal Acts of Sale and Purchase Containing Falsehood Identity (Case Analysis of Putusan Mahkamah Agung Number 1076 K/Pdt/2020)

Simanjuntak, Christin Novalia, author

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Abstrak

Perjanjian jual beli wajib dilakukan oleh pihak yang berwenang agar perjanjian tersebut sah dan tidak batal demi hukum. Saat melaksanakan suatu proses peralihan hak atas tanah dengan jual beli di hadapan Pejabat Pembuat Akta Tanah (PPAT), terdapat kewajiban-kewajiban yang harus dipenuhi oleh pihak penjual maupun pihak pembeli agar dapat dilaksanakannya penandatanganan Akta Jual Beli (AJB). Selain syarat terang dan tunai, harus terpenuhi 4 (empat) syarat sah lainnya sebagaimana diatur dalam Pasal 1320 Kitab Undang-Undang Hukum Perdata. Permasalahan yang diangkat dalam penelitian ini merupakan adanya pemalsuan identitas yang dilakukan pada saat proses penjualan jual beli tanah, adapun kasus yang diangkat diambil dari Putusan Mahkamah Agung Republik Indonesia Nomor 1076 K/Pdt/2020. Dalam kasus ini, yang datang menghadap saat dilakukannya jual beli bukan merupakan pemilik yang sebenarnya, melainkan hanya mengaku-ngaku sebagai pemilik tanah dengan menggunakan berkas-berkas identitas yang dipalsukan. Dalam menjawab permasalahan tersebut digunakan bentuk penelitian yuridis normatif terhadap data sekunder dengan tipe penelitian eksplanatoris. Hasil analisa dari penelitian ini adalah Akta Jual Beli yang mengandung pemalsuan identitas batal demi hukum sehingga dianggap tidak pernah terjadi dan kepemilikan objek jual beli tidak beralih; dan pertimbangan Majelis Hakim dalam Putusan Mahkamah Agung Nomor 1076 K/Pdt/2020 kurang tepat. Hal ini karena pertimbangan Majelis Hakim tidak mempertimbangkan syarat-syarat sah perjanjian yang telah dilanggar.

.....The sale and purchase agreement must be carried out by the authorized party so that the agreement is valid and not null and void by law. When carrying out a process of transferring land rights by buying and selling before the Land Deed Making Officer, there are obligations that must be fulfilled by both the seller and the buyer to be able to sign the deed of purchasing. In the society, sale and purchase of land and building transactions is held publicly and cased based, other than that, there are 4 (four) other requirements of a legal agreement under Article 1320 of the Civil Code. The problem raised in this study is the existence of identity falsification carried out during the process of selling and buying land, while the case raised was taken from the Supreme Court of the Republic of Indonesia Decision Number 1076 K/Pdt/2020. The problem raised in this study is the existence of identity falsification carried out during the process of selling and buying land, while the case raised was taken from the Putusan Mahkamah Agung Indonesia Number 1076 K/Pdt/2020. In this case, the sale and purchase deed by PPAT was made with the presence of the seller claiming to be the owner of the land that was then been discovered that the party are falsifying all the personal data required. In answering these problems, a normative juridical research form is used on secondary data with the type of explanatory research. The output of this study is that are the Sale and Purchase Deed which contains identity falsification, null and void so that it is considered never to have occurred and the ownership of the object of sale and purchase does not change; not only that, the consideration of the Panel of Judges in the Supreme Court's Decision Number 1076 K/Pdt/2020 is also not

right. This is because the considerations do not take into account the legal terms of the agreement that have been violated.