

Perlindungan Hukum Bagi Lembaga Pembiayaan Atas Pelaksanaan Lelang Yang Telah Dibatalkan Oleh Putusan Pengadilan Negeri Berdasarkan Akta Jual Beli Tanah Yang Cacat Yuridis (Studi Putusan Pengadilan Negeri Bogor Nomor 57/Pdt.G/2018/PN.Bgr) = Legal Protection for Financing Institutions for Conducting Auctions that have been Canceled by a District Court Decision Based on the Sale and Purchase Deed of Defective Land (Study of Bogor District Court Decision Number 57/Pdt.G/2018/ PN.Bgr)

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Abstrak

Salah satu cara paling umum untuk mengalihkan hak atas tanah adalah dengan jual beli. Perjanjian jual beli atas tanah dapat dilakukan di hadapan Pejabat Pembuat Akta Tanah (PPAT) dalam bentuk akta autentik. Tesis ini membahas tentang akibat hukum suatu akta jual beli yang cacat yuridis, tanggungjawab dari PPAT terhadap pembuatan Akta Jual Beli Nomor 61/2016 yang cacat yuridis, serta perlindungan hukum bagi kreditur selaku pemegang hak tanggungan yang penetapan lelang eksekusi hak tanggungannya dibatalkan oleh putusan Pengadilan Negeri. Metode penelitian yang digunakan dalam penelitian ini adalah yuridis normatif melalui studi dokumen dengan metode analisis data kualitatif. Hasil dari penelitian ini adalah bahwa akta jual beli yang cacat yuridis mengakibatkan akta jual beli batal demi hukum, bahwa PPAT dapat dimintai pertanggungjawaban secara administrasi, secara perdata, dan bahkan secara pidana, serta bahwa perlindungan hukum bagi kreditur selaku pemegang Hak Tanggungan yang penetapan lelang hak tanggungannya dibatalkan oleh putusan Pengadilan Negeri, dapat mengajukan gugatan perbuatan melawan hukum yang dilakukan debitur dan PPAT selaku pembuat AJB yang cacat yuridis serta kreditur dapat mengajukan ganti kerugian secara materiil dan imateriil.

.....One of the most common ways of transfer land rights is buying and selling. The land purchase agreement was made before the official who was held, namely PPAT in the form of an authentic deed. This thesis discusses the legal consequences of a principal agreement with invalid guarantees due to juridical defects and procedural defects, the responsibility of the PPAT for the making of Sale and Purchase Deed No. 61/2016 that is defective juridical and procedural defects, as well as legal protection for creditors as holders of dependents stipulation of auction for the execution of the mortgage is canceled by the decision of the District Court. The research method used in this study is normative juridical through the study of documents with qualitative data analysis methods. The conclusion of this research is that the principal agreement between the creditor and the debtor is an illegal and cancelable agreement, that the PPAT can be held accountable administratively, civilly, and even criminally, and that legal protection for the creditor as the holder of the Underwriting Right determines the auction the mortgage is canceled by the District Court's decision, can file a lawsuit against the law by the debtor and PPAT who made a principal agreement with invalid guarantees due to juridical defects and procedural defects and creditor can file material and immaterial damages.