



Dispute Resolution Due to Default in the Sale and Purchase of Land Bound by the Sale and Purchase Deed (Study of Decision Number 206/PDT/2020/PT. BDG)

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ABSTRACT

A sale and buy agreement is an agreement between two or more parties that is founded on the idea of contract freedom, as long as it does not violate any existing laws. This study aims to determine and analyze based on the legal principles of the relevant legal provisions and legal theories regarding the cancellation of the Sale and Purchase Agreement (PPJB) due to default by one of the parties, the legal considerations of the district court in decision no. 191/Pdt.G/2019/Pn Cbi which won the seller (landowner) where the land area in the PJB is not the same as the land area that can be certified has complied with the provisions of the law, and the decision of the high court in decision no. 206/Pdt/2020/PT. Bdg which refused to cancel the PJB has complied with the provisions of the law.

INTRODUCTION

The Sale and Purchase Binding Agreement (PPJB), which is signed in front of a notary or authorized official, is an authentic deed. The PJB is a type of agreement that arose from the growing legal needs in society. The PJB is an unnamed agreement because it is not found in special forms of agreements regulated by law.

A binding sale and purchase agreement is a contract between parties that is formed based on the principle of freedom of contract, provided that the terms do not contradict applicable laws. The act of buying and selling is a key objective of the PPJB, established through mutual agreement between the parties and serving as evidence of the transfer of rights

Every sale and purchase agreement between the seller and buyer is documented in the PPJB, detailing aspects such as the selling price, payment deadline, and the execution of the AJB or Sale Deed. A PPJB made before a notary is a legally binding contract based on Article 1320(1), which requires "the agreement of the parties involved" as a condition for its validity. Additionally, Article 1338(1) states that "all legally made agreements are binding as law for the parties who create them," reinforcing the contractual obligations within the agreement.

PPJB and PJB are almost the same, but the difference only lies in the preparation. PPJB is an agreement to bind, while PJB also contains a seller's agreement to sell land certificates to buyers accompanied by a notary deed. In practice, the Notary must make the PJB deed not paid off because the sale and purchase is in installments or the payment is gradual. In this case, especially regarding PJB that is not paid off, it will be included in the PPJB article Through mutual consent between the seller and the buyer.

Binding Buying and Selling made based on articles 1320 and 1338 can provide certainty and legal protection for those who make it. PJB will be followed by the Selling Authority Act. The notary is obliged to check the validity of the sale and purchase deed to avoid conflicts and can be used as a reinforcement if one of the parties commits a default in the sale and purchase transaction.

As stipulated in Article 54 paragraph (1) of the Regulation of the Head of BPN Number 1 of 2006 concerning Notary, which states that:

Before drafting a deed for the transfer or encumbrance of land rights or Property Rights over Flats Units, the PPAT must first verify the certificate's validity at the Land Office. This involves ensuring that the land rights certificate or Property Rights over the Flats Unit matches the records at the local Land Office by presenting the original certificate.

Binding Buying and Selling does not always run smoothly, it is not uncommon for the actions of one party, either intentional or unintentional, to result in losses or cause a conflict of interest in the binding of buying and selling which can result in conflict, namely default. The elements of default consist of a legally binding agreement, an error resulting from either negligence or intent, the occurrence of damages, and the presence of sanctions, which may include compensation or the termination of the agreement. The party who is harmed by the party who commits the default can claim compensation, and to obtain such

compensation, it must be ensured that there is a causal relationship between the event that is the cause (default) and the result given (loss).

Default is not fulfilling or neglecting to carry out obligations (achievements) as specified in an agreement, be it giving something, doing something, or not doing something. The process of a default lawsuit begins with a summons, which is an official warning from the creditor to the debtor, which must be done at least three times. If the debtor remains negligent, the creditor can file a lawsuit in court. The court will then examine the evidence and listen to both parties to decide whether the debtor has committed a default. If proven, the court will order the debtor to fulfill its obligations and pay compensation to the creditor. If the debtor does not comply with the judgment, execution can be carried out by the bailiff.

To decide whether default is a condition for cancellation or must be requested to cancel it to the Judge, based on Article 1266 of the Civil Code stated:

"The fulfillment of a conditional agreement is considered to be a reciprocal agreement, if both parties have promised to fulfill the agreed obligations, each with the expectation that the other party will also fulfill its obligations. In such a case, each party can demand the cancellation of the agreement, if the other party does not fulfill its obligations. The annulment of the agreement shall be requested by the court, which shall arrange in such manner as it deems appropriate, and shall not be agreed, that the agreement shall be deemed null and void by default without requesting the annulment to the court."

If both parties agree and accept that there has been a default from one of the parties, and both parties agree to cancel the agreement. However, the problem is if the party accused of default evades, so the cancellation through the Court is necessary to determine whether there is indeed a default or not, as well as to avoid the arbitrariness of one of the parties who decides on a unilateral agreement without a reason justified by the Law so as to harm the other party.

The provisions regarding default are regulated in Articles 1266 and 1267 of the Civil Code, which state that if one party fails to fulfill the agreement, approval from the other party is not required for termination. The binding agreement can be dissolved through mutual consent between the parties. The party may force the other party to fulfill its obligations or may sue the court for the termination of the agreement with compensation for costs, losses and interest. Legal acts such as the above are usually in the form of debt and receivables agreements due to the debtor's default, then being invited to make a PJB Deed on the land and buildings owned by the debtor is a wrong step and violates the principle of compliance.

One example of a case raised in this study is decision No. 206/Pdt/2020/PT. Bdg, where this case started from decision No. 191/Pdt.G/2019/PN involving a dispute between Hans Karyose as the plaintiff, the owner of 15 hectares of land in Gunung Putri Village, Bogor Regency and PT. Bangun Global Pacific as the defendant who planned to buy the land. On April 14, 2017, the two parties met at the Defendant's office to discuss the sale and purchase process. After reviewing the land in question, they agreed to sign the Deed of Sale and Purchase Agreement on July 3, 2018. The defendant paid Rp55

billion and added 10 hectares of land as part of the agreement. However, the problem arose when the cheques that were supposed to be paid on September 27 and October 19, 2018, with a total of Rp30 billion, could not be disbursed because the Defendant's account had been closed without explanation. The plaintiff then took the case to court with a charge of default. The defendant denied it and claimed that the land sold by the Plaintiff was only 3.7 hectares which could be certified instead of 15 hectares as previously stated, this was known after being checked by the National Land Agency (BPN) of Bogor Regency. The plaintiff is also considered to have no proof of legal ownership because the certificate from BPN only covers part of the land.

THEORETICAL REVIEW

If two people make an agreement with each other about something, then in this case it means that the people have made an agreement. With the existence of this agreement, the parties concerned are bound by the content of the agreement they hold. This principle, known as *Pacta Sunt Servanda*, means that an agreement is binding on the parties involved and must be adhered to. Additionally, it requires mutual consent from all parties.

The fundamental theory behind the binding force of an agreement is rooted in the legal principle of **pacta sunt servanda**. This principle is embodied in Article 1338(1) of the Civil Code, which stipulates that "a contract made in accordance with the law is binding on the parties who create it." This provision underscores that every legal subject, whether an individual or a legal entity, has the capacity to enter into agreements, effectively functioning as lawmakers through contractual arrangements. As a result, all legal subjects possess the authority to formulate agreements, akin to the enactment of laws. The parties to a contract have the autonomy to define the structure and content of their contractual legal relationship. Furthermore, the binding provisions outlined in Article 1320 of the Civil Code hold the same legal force as formally enacted laws, making them obligatory for all parties involved in the contract.

The principle of *Pacta Sunt Servanda* pertains to the consequences of an agreement, meaning that all parties are prepared to accept the outcomes of what has been agreed upon. This is reflected in Article 1338 (1) of the Civil Code, which states that "All agreements made in accordance with the law are binding as law for those who create them." These agreements cannot be revoked unless there is mutual consent or a legal reason deemed sufficient.

The binding of the parties to the agreement is not solely limited to what is agreed but also to several other elements as long as it is desired by custom, propriety, and morality. The theoretical foundation for the binding nature of contracts in civil law countries is largely influenced by Canon Law, which recognizes and upholds the idea that every promise must be honored. This belief gave rise to the principle of **pacta sunt servanda**, which emphasizes the obligation to fulfill one's promises. Under this principle, an agreement between parties carries binding force, functioning as law for those who enter into it. The principle of *Pacta Sunt Servanda* is related to the consequences of the agreement, so that what is agreed, in it all the consequences that will arise are ready to be

accepted by the parties. This is reflected in Article 1338(1) of the Civil Code, which states that "All legally made agreements hold the force of law for the parties who enter into them."Such agreements cannot be withdrawn except by mutual agreement or for reasons which the law declares sufficient.

Legal Certainty Theory

The term "certainty" originates from the concept of something definite, fixed, and unquestionable. Legal certainty is rooted in Juridical-Dogmatic teachings, which are based on the positivist school of thought in law. This perspective views law as an independent and autonomous entity, seeing it purely as a collection of rules. The primary purpose of law, according to this view, is to ensure the realization of legal certainty, achieved through laws that establish general legal principles.

The concept of "certainty" is closely linked to the principle of truth, which can be strictly determined through legal and formal means. Using deductive reasoning, positive legal rules serve as the major premises, while specific events are the minor premises. Through this closed system of logic, conclusions can be directly derived. These conclusions must be predictable, ensuring that everyone is obligated to adhere to them. This structure helps maintain order within society, as certainty guides the community toward its intended outcome.

Theory of Justice

The term justice (*iustitia*) is derived from the word "fair," which signifies impartiality, fairness, alignment with what is right, appropriateness, and the absence of arbitrariness. Justice can be understood as all matters concerning attitudes and actions in human relationships, and it involves the principle that individuals must treat others according to their rights and obligations. This treatment is not discriminatory or based on favoritism; instead, all people should be treated equally based on their respective rights and duties.

Justice is a must in law enforcement. The law must be fair, while justice itself is subjective and cannot be generalized to everyone. Justice is something abstract, subjective because justice is related to the ethical values that each individual adheres to. Justice is the last joint as the goal of law. So that justice is achieved in accordance with the justice that exists in society. Because justice is the main topic in every solution of legal problems and law enforcement. In general, an unjust person is described as someone who disregards or violates the law (unlawful, lawless) and acts unfairly. Conversely, a just person is one who adheres to the law (law-abiding) and behaves fairly.

From the perspective of its subject, the law functions to fulfill the state's objectives, which fundamentally aim to ensure the prosperity and well-being of the people. The law serves the country's purpose by administering justice. Justice is described as a state of balance that brings peace in people's hearts and if disturbed or violated, it will cause anxiety and shock. It is said that justice demands that in the same circumstances everyone must receive the same share.

METHODOLOGY

Research in general language refers to the search for knowledge. Research is the process of making statements and then correcting or omitting some of them for other statements that are guaranteed to be stronger. A research method refers to the appropriate approach for conducting activities such as searching, recording, formulating, and analyzing information in order to produce a report. Research methods in a scientific work have an important role as a determinant of whether a research can be said to have really complied with scientific requirements.

Types and Nature of Research

This study employs a normative juridical research method. This type of research systematically explains the rules governing a specific area of law, analyzes the relationships between regulations, addresses potential challenges, and may predict future developments. Also known as doctrinal legal research, this method is often referred to as library research or document study, as it primarily focuses on written laws and other legal materials. Fundamentally, this research involves analyzing library resources or secondary data, which include primary legal materials, secondary legal materials, and non-legal references.

Research Data Sources

Data is information about something, either in the form of something that is known, or considered, or assumed, or a fact that is described through numbers, symbols, codes, and others. The researcher uses normative legal research methods in the preparation of this study. To solve legal issues and provide prescriptions, research sources are needed in normative legal research.

Data Collection Techniques and Tools

Data collecting is a recording of events, things, information, characteristics, both partial or all elements that will support or support research. Data collection is the most important and time-consuming phase. The quality of the evaluation results depends entirely on the data collected.

Data Analysis

After all the data is collected and processed systematically, then a qualitative analysis is held, namely an analysis that does not use statistical and econometric models or certain other models.

RESEARCH RESULTS

Binding Sale and Purchase (PJB) of Land in Indonesian Law

The Legal Status of PJB on Land in Law in Indonesia

A binding sale and purchase agreement is established when certain conditions or requirements have yet to be fulfilled, or when specific terms agreed upon by the parties still need to be met. This agreement serves as a preliminary contract, designed to prepare for or even reinforce the main agreement. It plays a crucial role as the initial step leading to the formation of the primary contract. Legally, a Binding Sale and Purchase Agreement (PJB) cannot serve as the basis for transferring land rights, as land ownership in Indonesia can only be

transferred through a Sale and Purchase Deed (AJB) signed before a Land Deed Official (PPAT), as stipulated in Article 37(1) of Government Regulation No. 24 of 1997 on Land Registration. The purpose of a Binding Sale and Purchase Agreement (PPJB) is to secure the commitment of the prospective seller to sell the property to the buyer at the agreed time, while simultaneously obligating the prospective buyer to purchase the property under the terms mutually agreed upon.

A Binding Sale and Purchase Agreement (PPJB) arises based on the principle of freedom of contract, which is closely linked to the principle of consensualism. This means that an agreement is only valid if there is mutual consent between the parties involved; without such agreement, the contract is considered invalid. Likewise, vice versa if you have made an agreement based on Article 1320 which is a valid condition of the agreement, namely agreement, competence, certain things and halal clauses. Therefore, PPJB has the position of an obligatoir agreement that is subject to the provisions of Articles 1320, 1457 and 1338 of the Criminal Code and is made based on the principle of freedom of contract as long as it does not violate regulations and decency.

PPJB must comply with various rules, most of which are outlined in the applicable PPJB. Because PPJB land rights are not included in the umbrella of the agreement covered by the Criminal Code. Although PPJB is only a preliminary agreement, it often contains promises from the parties and clauses that confirm that the buying and selling parameters have been met. The buyer's right to get something from the seller because the AJB is only an agreement and must be followed by others (leveraging), must be signed before PPAT. Therefore, this PPJB is temporary, which means that it binds the parties while waiting for the AJB process that will occur before the PPAT.

The Role of Notaries in Making Land Ownership Posts

A Notary is a public official with the authority to create an official document known as an Authentic Deed. This includes any act, agreement, or decision required by law, as outlined in Law Number 2 of 2014 on Notary Position, or any document that the parties involved wish to have recorded in the Authentic Deed.

The parties can formalize the sale and purchase of land through a deed created by a notary, whether the land is certified for ownership or not. A notary is authorized to draft a Sale and Purchase Deed (PJB) for land with an ownership certificate. However, the notary does not have the authority to create a certified Land Sale and Purchase Deed (AJB). The authority to create an AJB belongs to the Land Deed Making Officer (PPAT).

The Force of Binding Land of the Land and Its Legal Consequences

Before the sale and purchase of land take place before an authorized Land Deed Official (PPAT), the parties first establish a Binding Sale and Purchase Deed before a Notary. This binding agreement differs from the actual legal transaction of land sale and purchase. In practice, the Binding Sale and Purchase Deed is often formalized as an authentic deed before a Notary, granting it full evidentiary power.

The acquisition of land and building rights requires a certain mechanism process, for example, in obtaining the acquisition from grants, inheritances, buying and selling, and others. The content of the binding sale and purchase agreement which is a preliminary agreement for the birth of the main agreement is usually in the form of promises from the parties that contain provisions on the agreed conditions for the validity of the main agreement.

The binding power of the agreement is very strong because the agreement cannot be unilaterally withdrawn unless there is something that is allowed by law. An agreement that meets the validity has binding force for the parties and the legal consequences of the existence of the agreement are:

- a. The parties are bound by the content of the agreement, as well as on propriety, customs, and laws (Articles 1338, 1339, and 1340 of the Civil Code).
- b. The agreement must be implemented in good faith, as stipulated in Article 1338 paragraph 3 of the Civil Code.
- c. Creditors can request the cancellation of debtors' acts that are detrimental to creditors (*actio pauliana*), as stipulated in Article 1341 of the Civil Code.

There are two legal consequences that arise in an agreement, namely the agreement can be requested to be canceled and the agreement is null and void, which means that from the beginning the agreement never existed or was born and thus there was never an agreement. Meanwhile, the meaning of the agreement that can be requested to be canceled is when the subjective element for the validity of the agreement is not fulfilled as stipulated in article 1320 of the Civil Code, namely the agreement on the parties and the ability of the parties to carry out legal acts.

Defaults in the Implementation of Land PJB

Default and Legal Consequences

Default is failure to fulfill or neglect to carry out obligations as specified in the agreement made between the creditor and the debtor. Default or non-fulfillment of promises can occur either intentionally or unintentionally.

A debtor is considered negligent if they fail to fulfill their obligations or are late in doing so, contrary to the agreed terms. Default (or breach of promise) is closely tied to the existence of a relationship or agreement between the parties. This agreement can either be based on mutual consent as outlined in Articles 1338 to 1431 of the Civil Code or arise from legal provisions as stated in Articles 1352 to 1380 of the Civil Code.

According to Wirjono Prodjodikoro, said that default is the absence of an achievement in the law of the agreement, meaning something that must be carried out as the content of an agreement. Perhaps in Indonesian the term "the implementation of promises for achievement and the absence of implementation are for default".

Forms of Default in Land Foreclosure

Legal responsibility arises when one of the parties commits an error, whether through an unlawful act or a breach of contract, in the sale and purchase of land. The binding sale and purchase agreement serves as evidence in case of

negligence by either party and provides a basis for claims according to the agreed-upon provisions.

Legal Consequences of Default in Land Settlement

Delay in performing this obligation can also occur from other forms of default, such as carrying out obligations that are not in accordance with what has been agreed. Meanwhile, this form of default must also be distinguishable from the negligence of the second party not to perform obligations at all, because in this case the second party cannot be considered late in fulfilling the implementation of the achievement. While the sanction in the event that the second party does not carry out the obligation at all which can then be categorized as refusing to carry out the obligation, as a sanction the first party is entitled to the security deposit given by one of the parties.

Cancellation of Agreement Based on Indonesian Law

According to Indonesian civil law, there are three conditions that, if one of them are met, have implications for the cancellation of an agreement because the first condition for the validity of the agreement, namely their agreement that binds them, is not fulfilled.

a. Made by mistake

Based on Article 1322 of the Civil Code, the mistake that makes an agreement can be canceled must be related to the object that is the subject of the agreement. Meanwhile, the negligence related to the legal subject matter of the treaty maker did not cause the agreement to be invalid.

b. Deceit

It is explained that the fraud that cancels the agreement is the fraud used by one of the parties in such a way that it is obvious that the other party will not enter into the agreement without any deception. The fraud must be proven and cannot be just an estimate. In the concept of jurisprudence, fraud occurs when one party deliberately provides false or misleading information that influences the other party to agree to an agreement. This scam is contrary to the principle of good faith.

c. Coercion

The provisions regarding the agreement become void if there is coercion regulated in Article 1323 of the Civil Code which states that coercion carried out against the person who enters into an agreement results in the cancellation of the agreement in question, including when the coercion is carried out by a third party who has no interest in the agreement made. In the concept of jurisprudence, coercion arises when a party is physically or psychologically forced to agree to an agreement, so that the agreement does not reflect his or her free will. Coercion can be in the form of a threat that results in fear for the coerced party.

d. Forgery

Counterfeiting is a crime in which it contains elements of untruthful or false state of something (object), which appears from the outside as if it really exists when in fact it is contrary to reality. In the concept of jurisprudence, forgery relates to documents or identities used in an agreement, where one of the

parties falsifies information so that the agreement is made based on incorrect facts. forgery of letters in article 263 of the Criminal Code includes changing the content of the letter.

e. Abuse of circumstances

Abuse of circumstances is one of the reasons for the cancellation, as a form of defect of will which is not included in the definition of disability of will in Article 1321 of the Civil Code, which states three reasons for cancellation of the agreement, namely negligence (dwaling), coercion (dwang) and fraud (bedrog). In the concept of jurisprudence, abuse of circumstances occurs when one party takes advantage of difficult or urgent circumstances from the other party to gain an unfair advantage. In this case, the weak party usually has no other choice but to agree to an agreement that is detrimental to him.

Based on Article 1338 of the Civil Code, it can be seen that an agreement can occur as a result of the agreement of the parties, but if in the process of fulfilling the content of the agreement one of the parties wants to cancel the agreement and does not want to continue it, then the agreement in the agreement no longer exists. However, the party who wants to cancel the agreement does not mean that it can cancel the agreement without a clear reason. The Civil Code has stipulated that if one of the parties wants to cancel the agreement that has been agreed, this is regulated in Article 1266 of the Civil Code which states that:

The condition for cancellation is considered to be inherently part of the mutual agreement if one party claims it has not fulfilled its obligations. In such cases, the agreement does not become null and void, but the cancellation must be requested through the Court. This request is required even if the condition for cancellation is specified in the agreement. If the cancellation condition is not outlined in the agreement, the Judge, based on the circumstances and at the request of the defendant, may grant a period for fulfilling the obligation, but this period must not exceed one month.

Cancellation of Sale and Purchase Binding (PJB) on Land Due to Default

The execution of the PPJB Deed does not always proceed smoothly, as various factors may prevent its continuation or even render it void due to default. Default by one of the parties arises from their own actions and is not caused by the Notarial deed itself, as the deed is structured to possess full evidentiary power.

The annulment of an agreement in court occurs when the intended obligation cannot be fulfilled, such as when one party is legally incapable of performing the required legal action, the agreement was made under duress, or there is negligence regarding the object of the contract. In such cases, the aggrieved party may request the court to annul the agreement.

Legal Consequences of Binding Sale and Purchase (PJB) on Land for Default Reasons

Article 1234 of the Civil Code states that every agreement involves a commitment to provide something, do something, or refrain from doing something. The obligation to perform the agreed action is called *achievement*. *Merit* refers to the duty that every debtor must fulfill in any agreement. The fulfillment of this obligation is the core essence of the agreement.

The parties may be subject to a penalty of the agreed amount payable by the buyer to the seller or buyer on each day of delay. The Agreement ends and as long as necessary, both parties detach themselves from what is stipulated in Articles 1266 and 1267 of the Civil Code and the Seller is obliged to return the money that has been paid by the Buyer after deducting a few percent from the sale price of the land and building in lieu of the costs that have been incurred by the Seller plus the penalty that must be paid by the Buyer to the Seller.

DISCUSSION

Legal Certainty in the Binding Sale and Purchase (PJB) of Land

Legal certainty, as one of the objectives of law, can be seen as an essential aspect of achieving justice. Its concrete manifestation lies in the implementation and enforcement of laws against any action, regardless of the individual responsible. Certainty is crucial in upholding the principle of equality before the law, ensuring the absence of discrimination.

In the context of legal certainty regarding land sale and purchase, where ownership is determined through a nominee agreement, Gustav Radbruch's theory of legal certainty highlights four fundamental aspects related to its meaning, namely: The law is positive, meaning that the law is a law

- a. The law is based on facts, meaning it is based on reality.
- b. Facts must be formulated in a clear way so as to avoid mistakes in meaning, besides being easy to implement.
- c. Positive laws should not be easily changed. Based on his opinion, the positive law that regulates human interests in society must always be obeyed even though the positive law is not fair.

Legal Protection for Parties in Binding Sale and Purchase (PJB) of Land

In an agreement, it is possible to cancel unilateral, joint decisions, or decisions of the District Court on applications by filing a civil lawsuit. Legal protection is an effort to fulfill rights and provide assistance to witnesses and/or victims, which can be realized in several forms, for example through restitution, compensation, medical services, and legal aid (Soekanto, 1984). Legal protection is a right granted to all legal subjects, as stated in Article 27 paragraph (1) of the 1945 Constitution of the Republic of Indonesia, which declares, " Everyone has the right to equitable legal recognition, guarantees, protection, and certainty, along with equal treatment before the law."

Legal protection for consumers is protection aimed at consumers, this aims to protect the rights of consumers in the process of buying flats, consumers tend to have a weaker position compared to developers in the process of buying flats. This form of consumer protection is outlined in Law No. 8 of 1999 on Consumer Protection, as well as in the binding sale and purchase agreement. Both contain the rights and obligations of the buyer and the seller. This can be fulfilled on the condition that the purchase and sale binding agreement that has been made with the applicable laws and regulations, the content of which must not burden one of the parties.

Efforts to Resolve Disputes Due to Default in the Sale and Purchase of Land Bound by the Deed of Binding Sale and Purchase

An agreement is a thing where a person has promised someone else or it can be mentioned that two people who have made a promise to each other to make an agreement. As with an agreement stated in Article 1313 of the Civil Code, an agreement that has been agreed upon by the parties who made it, the parties who bind themselves are obliged to comply and carry out something in accordance with the agreement. This obligation is born through its own agreement which makes the law against the parties who bind the promise. In the event of a breach of performance as based on an agreement, resulting in losses for others.

If in an agreement there is one party who breaks the promise or does not carry out its obligations, then there is a party whose interests are violated. This makes the law provide protection for the interests of the parties who are harmed in their interests. This responsibility is born from an act of violation by one of the parties to an agreement.

Analysis of the Application of Law by the Panel of Judges of the District Court in Decision No. 191/Pdt.G/2019/PN CBI in favor of the seller (land owner) where the land area in the PJB is not the same as the land area that can be certified
Brief Chronology and Legal Issues in the Case

The plaintiff, as the owner of the land in Gunung Putri Village, Gunung Putri District, Bogor Regency, West Java Province, has a land area of approximately 15 hectares. The Defendant is interested in buying the land object belonging to the Plaintiff and contacted the Plaintiff to attend the Defendant's Office dated April 14, 2017 to discuss the process of buying and selling owned land, as well as determining the selling price of the land object. Prior to the signing of the Binding Sale and Purchase Agreement and the execution of the Deed of Release of Rights, the Defendant had known all the conditions of the land, both physically and the status of the land covering an area of \pm 15 hectares and accepted the situation.

The Plaintiff and the Defendant have agreed to sign a Deed of Sale and Purchase Agreement for a land object located in Gunung Putri Village, Gunung Putri District, Bogor Regency, West Java Province covering an area of \pm 15 Ha based on the Deed of Sale and Purchase Agreement No. 3 dated July 3, 2018 in the presence of Co-Defendant I. After the occurrence of the agreement, the Defendant requested that the Plaintiff hand over SPH to Co-Defendant I in the amount of 59 fields with an area of \pm 15 Ha based on the Receipt The submission of SPH was dated July 2, 2018.

After the SPH belonging to the Plaintiff amounting to 58 Fields was submitted to Co-Defendant I, the Defendant asked the Plaintiff to carry out the process of relinquishing the rights to all objects covering an area of \pm 15 Ha in front of Co-Defendant I. Then the Defendant continued to process the upgrade to a certificate at the National Land Agency of Bogor Regency (Co-Defendant II). Furthermore, the Plaintiff paid for all the land using Bank Mandiri's Giro of 55 billion and plus 10 hectares of land owned by the Defendant as payment to the Plaintiff located in Pancawati Village, Tapos, Bogor Regency. The Plaintiff and

the Defendant agreed to make a Letter of Agreement for the Disbursement of Cheque dated July 16, 2018 which was made before the Co-Defendant I.

In the agreement, the Defendant will provide a Down Payment of Rp. 10,000,000,000,- (Ten Billion Rupiah) which will be paid in stages. The Plaintiff has received payment from the Defendant in the amount of Rp. 5,000,000,000,- (Five Billion Rupiah) as the first Down Payment and the second Down Payment of Rp. 5,000,000,000,- (Five Billion Rupiah), as well as the disbursement of cheques for the first phase of payment Number JL 935343 Bank Mandiri Jakarta Tebet Barat Branch dated August 13, 2018 in the amount of Rp. 5,000,000,000,- (Five Billion Rupiah) which has been disbursed by the Plaintiff. So the total that the Plaintiff has received is Rp. 15,000,000,000,- (Fifteen Billion Rupiah).

CONCLUSIONS AND RECOMMENDATIONS

Based on the results of the research that has been presented previously, the conclusions in this study are as follows:

1. The cancellation of the Sale and Purchase Deed (PJB) on land due to default occurs if one of the parties fails to fulfill its obligations as agreed in the agreement. In civil law, this cancellation can be requested if the agreement does not meet subjective conditions, such as the agreement and competence of the parties as stipulated in Article 1320 of the Civil Code. In addition, the cancellation can also be based on the provisions of Articles 1315, 1317, 1321-1328, 1330-1341, and 1446-1450 of the Civil Code, which regulate various conditions that allow the cancellation of agreements. Thus, the process of canceling PJB is guided by the principle of the validity of the agreement which includes elements of agreement, skills, certain objects, and non-prohibited causes, thus ensuring legal certainty for the parties involved.
2. The District Court's legal considerations in Decision No. 191/Pdt.G/2019/PN Cbi which won the seller for the discrepancy between the land area in the Sale and Purchase Agreement (PJB) and the area of land that can be certified are in accordance with the provisions of the law because it refers to the principle of the validity of the agreement in the Civil Code. The Panel of Judges considered aspects of legal certainty, including the validity of the initial agreement (PPJB), indications of default from the defendant, requests for confiscation of bail against the object of dispute, prohibition of name reversal, certainty of payment, and the importance of a decision with permanent legal force. The decision guarantees the protection of the seller's rights, ensures that the principle of legal certainty is fulfilled, and is in accordance with the rules regarding the validity of the agreement and the mechanism for protecting the object of the dispute as stipulated in the Civil Code.
3. The High Court's decision in case No. 206/Pdt/2020/PT Bdg which refused to cancel the Sale and Purchase Agreement (PJB) has been in accordance with the provisions of civil law as the basis for analyzing and deciding the case. The Panel of Judges bases its decision on an analysis of conformity with applicable civil regulations, systematic legal considerations, legal certainty resulting from the dictum of the decision, and the application of justice aspects. Legal considerations that include aspects of the validity of the agreement, analysis of default, and certainty of the implementation of the agreement show that this

decision reflects the application of comprehensive and balanced civil law principles to protect the rights of the parties involved.

Recommendations

The suggestions in this study are intended for the government, debtors, creditors and the community, namely:

1. For the Government

The government needs to increase supervision and regulation of the implementation of land purchase and sale agreements, especially in the process of making a Sale and Purchase Deed (PJB). In addition, socialization regarding rights and obligations in land transactions must be increased so that all parties understand their legal obligations. The government should also facilitate mediation and arbitration services as an alternative to more efficient dispute resolution.

2. For Debtors

Debtors must ensure that they understand and are able to fulfill all obligations contained in the agreement. It is important to carefully read each clause in the PJB and consult with a legal expert before signing the agreement. Debtors must also maintain good communication with creditors to avoid potential disputes due to default.

3. For Creditors

The creditor must ensure the validity of all documents and the clarity of the clauses in the agreement, including those related to the debtor's obligations. Creditors need to provide clear and transparent information regarding the terms and consequences of PJB. In addition, creditors are advised to actively monitor the implementation of debtor obligations so that they can immediately take legal steps in the event of default.

4. For the Community

The community needs to improve their understanding of the law related to land transactions, including the conditions for the validity of agreements based on the Civil Code. Before making a transaction, the community must thoroughly verify the land documents and ensure that the content of the agreement does not unreasonably burden one of the parties. In the event of a dispute, the public should take advantage of the available legal channels wisely and according to the rules.

ADVANCED RESEARCH

The findings of this study highlight the complexities surrounding the cancellation of a Sale and Purchase Deed (PJB) in cases of default, emphasizing the interplay between contractual obligations and civil law provisions. The legal framework governing PJB cancellation is rooted in the principles of agreement validity, as outlined in the Civil Code, ensuring that any contractual dispute is resolved based on established legal norms. Judicial decisions, such as those in District Court Decision No. 191/Pdt.G/2019/PN Cbi and High Court Decision No. 206/Pdt/2020/PT Bdg, demonstrate the judiciary's commitment to legal certainty and the protection of contractual rights, reinforcing the importance of due diligence in land transactions. The divergent rulings further underscore the

necessity of a case-by-case legal analysis, considering factors such as discrepancies in land area, indications of default, and procedural compliance in contract execution. As land disputes remain a prevalent issue, future research should explore the impact of judicial interpretations on contractual enforcement and the potential need for legislative refinements to enhance legal certainty in real estate transactions.

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