

ABSTRAK

Mangasi Sinaga (01656180125)

**PERLINDUNGAN HUKUM KONSUMEN PERUMAHAN / APARTEMEN /
RUMAH SUSUN ATAS PPJB LUNAS TERHADAP DEVELOPER YANG
DINYATAKAN PAILIT (STUDI KASUS PUTUSAN MAHKAMAH AGUNG
NOMOR 261 K/Pdt.Sus-Pailit/2016 Jo Putusan No.06/Plw/Pailit/2015/
PN.Niaga.Sby. Jo No. 20 /Pailit/ 2011/ PN. Niaga. Sby)**

(xiv + 105 halaman + (2 lampiran)

Konsumen perumahan/apartemen/rumah susun seringkali dihadapkan pada suatu kondisi dimana *developer* yang melakukan pembangunan atas perumahan/apartemen/rumah susun dinyatakan dalam keadaan pailit berdasarkan putusan Pengadilan Niaga. Disisi lain pihak konsumen telah melakukan pembayaran secara lunas atas harga perumahan/apartemen/rumah susun berdasarkan Perjanjian Pengikatan Jual Beli (PPJB), namun proses serah terima dan pembuatan Akta Jual Beli (AJB) belum dilaksanakan. Berdasarkan hal tersebut perlu dilakukan penelitian mengenai bagaimana status hukum Perjanjian Pengikatan Jual Beli (PPJB) yang sudah dibayar lunas terhadap developer yang dinyatakan pailit dalam perkara kepailitan dan bagaimana perlindungan Hukum Konsumen Perumahan/Apartemen/Rumah Susun atas PPJB Lunas Terhadap Developer yang Dinyatakan Pailit. Dari hasil penelitian diperoleh hasil bahwa berdasarkan putusan Mahkamah Agung Nomor 261 K/ Pdt.Sus-Pailit/ 2016 jo Putusan No. 06/ Plw/ Pailit/ 2015/ PN.Niaga.Sby. jo No. 20/ Pailit/ 2011/ PN.Niaga.Sby, konsumen perumahan/apartemen/rumah susun yang beritikad baik (telah membayar lunas harga perumahan/apartemen/rumah susun meskipun masih dalam bentuk PPJB) dilindungi oleh undang-undang dan perumahan/apartemen/rumah susun tersebut tidak dapat diklasifikasikan sebagai harta-harta pailit, sehingga dapat diproses lebih lanjut untuk peralihan haknya dengan membuat AJB dihadapan Pejabat Pembuat Akta Tanah (PPAT), dengan demikian terdapat perlindungan hukum bagi konsumen perumahan/apartemen/rumah susun atas PPJB lunas terhadap *developer* yang dinyatakan pailit oleh Pengadilan Niaga

Referensi : 47 buku (1987 - 2018)

Kata Kunci : Developer, Pailit, Konsumen

ABSTRACT

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LEGAL PROTECTION FOR CONSUMERS OF HOUSING / APARTMENTS / HOUSEHOLDS FULLY PAID IN PPJB WHEN THE DEVELOPER IS DECLARED BANKRUPT (CASE STUDY DECISION OF SUPREME COURT No.261 K/Pdt.Sus-Pailit/2016 Jo Putusan No. 06/Plw/Pailit/2015/PN.Niaga.Sby. Jo No. 20/Pailit/2011/PN.Niaga.Sby)

(xiv + 105 halaman + (2 attachment)

Consumers of housing / apartments / flats are often faced with a condition in which a developer who carries out the construction of a house / apartment / flat is declared bankrupt based on the decision of the Commercial Court. On the other hand, consumers that have paid the full price of a house / apartment / flat based on the Sale and Purchase Agreement (PPJB), but the handover process and the making of the Sale and Purchase Deed (AJB) have not been carried out. Based on this, it is necessary to conduct research on how the legal status of the Sale and Purchase Agreement (PPJB) that has been fully paid against a developer who is declared bankrupt in a bankruptcy case and how is the legal protection of Housing / Apartment / Flat Consumers for PPJB Paid Off Against Developers who are Declared Bankrupt. From the results of the study, it was found that based on the decision of the Supreme Court Nomor 261 K/ Pdt.Sus-Pailit/ 2016 jo Putusan No. 06/ Plw/ Pailit/ 2015/ PN.Niaga.Sby. jo No. 20/ Pailit/ 2011/ PN.Niaga.Sby, consumers of housing / apartments / flats with good intentions (have paid the full price of housing / apartments / flats even though they are still in the form of PPJB) are protected by law and housing / apartments / flats cannot be classified as bankruptcy property, so that it can be further processed for the transfer of rights by making an AJB before the Land Deed Making Official (PPAT), thus there is legal protection for consumers of housing / apartments / flats for fully paid PPJB against developers who are declared bankrupt by the Commercial Court.

Reference: 47 Books (1987 – 2018)

Keywords: Developer, Bankruptcy, Consumer