

ABSTRACT

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**FORMS OF EVASION OF LAW AND ITS LEGAL CONSEQUENCES IN
NOMINEE AGREEMENT PRACTICES (CASE STUDY SUPREME
COURT DECISION NUMBER 302 PK / PDT / 2011)**

(xi + 107 pages)

Indonesia is an archipelago country that has various kinds of abundant natural resources. As a country whose wealth and natural beauty are recognized by the international community, Indonesia has attracted many foreign citizens to come. Not only for travel purposes, foreign citizens come to Indonesia to invest. The area of investment that attracts foreign citizens is ownership of land and buildings. The desire of foreign citizens to own land rights is not supported by Indonesian law. Foreign citizens use nominee agreements as a way to own land rights in Indonesia. A nominee agreement is an evasion of law. The cases taken in this thesis show that there is an evasion of law in nominee agreement practice by foreign citizens. The issue to be discussed in this case is what form of evasion of law in nominee agreements between Indonesian citizens and foreign citizens and what the legal consequences are for Indonesian citizens and foreign citizens who carry out the practice. The research method used in this research is a normative-empirical legal research. This research uses data types in the form of primary, secondary and tertiary legal materials. The results showed that the nominee agreement made by foreign citizens is an evasion of law. The form of evasion of law in this case is done by making up a deed of debt recognition and deed of granting mortgage rights. Evasion of law practice in this case has the result that the agreement is declared null and void. The special consequence for both parties was to suffer losses in the form of money and pay land maintenance taxes.

Reference: 47 buku (1977-2016)

Keywords: Nominee Agreement, Evasion of Law, Legal Consequences