

ABSTRAK

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AKIBAT AKTA HIBAH TANAH DIBUAT OLEH NOTARIS YANG TIDAK MEMENUHI SYARAT SAHNYA PERJANJIAN

(xx+ 100 halaman : lampiran)

Orang maupun badan hukum biasanya melakukan suatu perjanjian dalam rangka memenuhi kebutuhan hidup atau dalam rangka memperoleh keuntungan. Indonesia mengatur hal ini dalam KUHPdata untuk melindungi hak dan kewajiban para pihak. Jenis penelitian ini Normatif Empiris, fokus penelitian tentang akta hiba tanah dibuat oleh notaris yang tidak memenuhi syarat sahnya perjanjian, data primer sebagai pendukung data sekunder. Tidak terpenuhinya syarat obyektif yaitu adanya kausa yang tidak halal, sehingga akibatnya hibah tersebut batal demi hukum. Kemudian kedudukan akta hibah tanah dibuat oleh notaris secara formal sudah memenuhi ketentuan Pasal 1682 & 1868 KUHPdata serta ketentuan Pasal 15 ayat (2) huruf f UUJN, sehingga perbuatan hukum atas akta hibah tanah dibuat oleh notaris tetap sah, namun jika dikaitkan dengan PP tentang jabatan PPAT dan Permen Agraria tentang pendaftaran tanah, maka akta hibah tanah yang dibuat oleh notaris mempunyai kedudukan yang sah dimata hukum jika dilihat dari perbuatan hukumnya, tetapi akta tersebut hanya berlaku bagi para pihak saja dan tidak dapat dijadikan dasar untuk permohonan peralihan hak atas tanah di Kantor Pertanahan Nasional.

Referensi : 32 (2000-2020)

Kata kunci : akta hibah tanah,notaris, perjanjian

ABSTRACT

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DUE TO THE LAND GRAND DEED MADE BY NOTARY DOES NOT MEET THE LEGAL REQUIREMENTS OF THE AGREEMENT

(xx+ 100 halaman : lampiran)

One of the activities that is often done by the people and legal entities is to make agreements, to fulfill their needs in life or to gain profits. Indonesia regulates this activity in the Civil Code which aims to protect the rights and obligations of the parties. This is a Normative Empirical research, with the focus on researching the land grant deeds made by a notary who does not meet the legal requirements of an agreement, with primary data supporting the secondary data. Grant deed that does not meet the legal requirements of an agreement, which is regulated in Article 1320 of the Civil Code, with objective conditions regarding the existence of an unlawful cause, results in the grant deed being null and void. While the status of a land grant deed which is made by a notary that complied the provisions of Article 1682 & 1868 of the Civil Code, as well as the provisions of Article 15 paragraph (2) letter f of the Notary Law, the legal act of the notary in making a land grant deed is considered formally valid, however when it is referred to the Government Regulation concerning the position of the Pejabat Pembuat Akta Tanah (Land Deed Officials) and the Regulation of the Minister of Agrarian Affairs concerning land registration, the land grant deed that is made by the notary, it is considered as valid only from the legal actions point of view. Thus, the deed is only valid for the related parties, and it cannot be used as the legal basis for an application of transfer of land rights at the National Land Agency Office.

References : 32 (2000-2020)

Keywords : Land grant deed, notary, agreement