

## **ABSTRAK**

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**PERLINDUNGAN HUKUM TERHADAP PEMBELI ATAS PERJANJIAN PENGIKATAN JUAL BELI (PPJB) LUNAS YANG OBJEKNYA DIAGUNKAN DI BANK (STUDI KASUS PUTUSAN MAHKAMAH AGUNG NOMOR 194/Pdt.G/2020/PN.Bdg)**

(xiii + 104 halaman; 1 lampiran)

Penelitian ini dilatarbelakangi oleh kondisi dimana pihak developer tidak melaksanakan proses serah terima dan pembuatan Akta Jual Beli (AJB), meskipun pihak pembeli telah melakukan pembayaran secara lunas atas harga tanah dan bangunan dalam Perjanjian Pengikatan Jual Beli (PPJB), oleh karena objek telah diagunkan di bank. Dengan demikian perlu dilakukan penelitian mengenai kepastian hukum atas peralihan hak atas tanah dalam PPJB Lunas dan perlindungan hukum bagi pihak pembeli dalam pelaksanaan PPJB Lunas yang objeknya diagunkan di bank oleh pihak developer. Berdasarkan metode hukum normatif menggunakan dua pendekatan kasus dan perundang-undangan, diperoleh kesimpulan bahwa: pertama, PPJB Lunas belum menjamin beralihnya hak atas tanah dari pihak developer kepada pihak pembeli. Agar dapat menjamin kepastian hukum terhadap transaksi jual beli tersebut, syarat formal harus dimiliki berupa bukti kepemilikan yang sah yaitu AJB yang dibuat oleh Pejabat Pembuat Akta Tanah (PPAT) dan didaftarkan di Badan Pertanahan Nasional (BPN). Kedua, perlindungan terhadap pihak pembeli dapat berupa perlindungan preventif berupa pemeriksaan keberadaan bukti kepemilikan hak atas tanah bahwa obyek perjanjian tidak dalam sita jaminan maupun sengketa. Selain itu, juga terdapat perlindungan represif yaitu tuntutan hak ke pengadilan dengan pemberian sanksi seperti denda, ganti rugi, kurungan penjara dan hukuman tambahan lainnya apabila terjadi suatu pelanggaran terhadap norma-norma hukum dalam peraturan perundang-undangan.

Referensi: 38 (1960-2021)

Kata Kunci: Pelanggaran, Perjanjian Pengikatan Jual Beli, Akta Jual Beli, Hak Atas Tanah

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This study is based on a background conditions of which developer party doesn't carry out the process of object handover and making the deed of sales and purchase, although the consumer has already settled full payment on the land and building price in the commitment of sales and purchase agreement, because the object is guaranteed in a bank. Therefore, it is important to do literature research about legal assurance on rights conveyance of land and building in full paid deed of sales and purchase. In addition, law protection is also needed for consumer party in implementation of full paid commitment of sales and purchase agreement which object is guaranteed in a bank by developer party. According to case and law approachments in normative law method, it is postulated that: firstly, full paid commitment of sales and purchase agreement is not a warranty for the conveyance of land right from developer to consumer party. In order to warrant the law assurance of land right conveyance, consumer need to receive formal legal evidence which is a deed of sales and purchase made by official certifier of land deeds and registered in National Land Authority. Secondly, protection for consumer consists of preventive and repressive protection. Preventive protection is implemented by examining the existency of land right ownership evidence. Whereas, repressive protection is accomplished by a lawsuit with penalties demands such as fine, compensation, prison confinement, and other additional punishment for default of norms as well law and regulations.

References: 38 (1960-2021)

Keywords: Default, Commitment of Sales and Purchase Agreement, Deed of Sales and Purchase, Land Rights