

## **ABSTRACT**

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### **LEGAL PROTECTION FOR PURCHASING LAND THAT HAS BEEN CANCELED DUE TO BREACH OF CONTRACT**

**(CASE STUDY No. 509/Pdt.G/2017/PN.Jkt.Sel)**

Breach of Contract according to Indonesian Civil code is the act to neglect of negligent of a person's behavior not to fulfill an agreement. In the case study No. 509/Pdt.G/2017/PN.Jkt.Sel there was a problem with the sales and purchase agreement that was made between a buyer and a seller because there was no date for the buyer to do her duties that is to finish the payment. The Seller thought that the Notary was involved and that she tampered with the agreement on purpose. Since there was no date, the Seller believed that the Buyer wasn't fulfilling the agreement deliberately and it was because of default. To prove this, the buyer brought the case to the district court until the supreme court hoping for the judges to consider the act of the buyer for a breach of contract and bad faith. The theories used for thesis includes agreement, sales and purchase agreement, legal certainty, and breach of contract. This thesis answers to two research question that is how does the legal protection for buyers who are harmed in the event of breach of contract on the sales and purchase agreement, and what is the judge's decision in the case of no. 509/Pdt.G.2017/PN.Jkt.Sel and providing legal protection to the buyers. Based on his research, the writer founds out that through the civil code, the seller needed to give subpoena to the buyer to fulfil their part of the agreement, then the seller can finally filed a lawsuit.

Reference: 52 Books

Keywords: Breach of Contract, Sales and Purchase Agreement, Civil Code