

ABSTRACT

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“JUDICAL ANALYSIS OF NOMINEE AGREEMENT ON OWNERSHIP OF LAND RIGHT TO FOREIGN CITIZEN IN INDONESIA (RESEARCH CASE NO. 3403K/PDT/2016)”

(xiv+139 Pages)

Indonesia's territory is vast which consists of thousands of islands from Sabang to Merauke. Therefore, not only Indonesian citizens occupy Indonesian territory, but there are also foreigners domiciled in Indonesia. For foreigners domiciled in Indonesia, there is a prohibition on ownership of land rights because The Basic Agrarian Law (UUPA) adheres to the principle of nationality. To avoid this prohibition, foreigners domiciled in Indonesia carry out legal smuggling by entering into Nominee Agreements with Indonesian citizens. The Nominee Agreement also took place in the case between the Plaintiff Karpika Wati (Indonesian citizen) against Defendant I Alain Pons (foreign nationals) and Eddy Nyoman (Notary/PPAT) Defendant II. In the case, Defendant I ordered the Plaintiff to make the deeds of the Property Rights recorded in the name of the Plaintiff in the Defendant II office which indirectly with the existence of these deeds transferred the Property Rights to the Defendant I as a foreigner so that the Plaintiff is the holder of land rights that are can't legally carry out legal actions against ownership rights recorded in the name of the Plaintiff. Therefore the purpose of this study is to find out the legal protection for Indonesian citizens of the Nominee Agreement with the foreigners of property rights in Indonesia using the normative juridical method and the Law, Case and Conceptual approach. The result of this study is that positive law in Indonesia has provided legal protection for Indonesian citizens in the Nominee Agreement with foreigners for ownership rights in Indonesia, which can be seen in the UUPA especially in Article 21 paragraph (1) and Article 26 paragraph (2) so that with the provision This has closed the possibility for foreigners to obtain ownership rights in Indonesia so that the Nominee Agreement entered into by foreign citizens using intermediaries Indonesian citizens does not meet the legal requirements because the Nominee Agreement is null and void so that the purpose of foreign citizens to obtain ownership rights in Indonesia is not achieved. The Judges of the Civil Court in deciding this case was also in accordance with The Basic Agrarian Law (UUPA) and the Civil Code which declared null and void the deeds made before Defendant II because it was a manifestation of the Nominee Agreement.

References: 45 (1954-2018)

Keywords: Ownership of land rights, Nominee Agreement, Legal protection for Indonesia citizens