

## ABSTRACT

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**TORT ON A SALE PURCHASE OF LAND PROPRIETARY NO :  
06671/DESA KESIMAN KERTALANGU (Study Case Number  
83/Pdt.G/2019/PN Dps.)”**

(xii + 99 pages)

Land is the foremost thing in human life, people live and use land for living. In Indonesia, sell and purchase of land is regulated by Law Number 5 of 1960 regarding the basic fundamental rules. In the sale of land there is an agreement between seller and buyer where it may have conducted a Tort if it caused harm to the interest of other parties who has purchased the land whose land is still owned by the seller. Tort law helps people to make claims for compensation (repayment) which it stated in Article 1365 Indonesian Civil Code. This thesis uses Case Number: 83/Pdt.G/2019/PN Dps. based on the stated issues above arise two problems that caught the Author's attention to uplift two problems, first, the fulfillment the elements of tort based on Article 1365 Indonesian Civil Code on the law verdict mentioned before, and the impact and enforcement of Article 1365 Indonesian Civil Code of the law verdict. This research is using the Juristic Normative method which is the literature study. The result of this research shows that the defendant has fulfilled the elements of tort based on Article 1365 Indonesian Civil Code, those elements are illegitimate act, culpa-fault, damages, causality between act and damages, and relativity norm. Apart from the fulfilment of Tort, the law verdict also states the Litigant is the legal owner of the land. To conclude, the defendant's act caused the Litigant to experience a certain amount of loss. Author's suggestion for the panel of judges is that panel of judges should have accept the litigant's claim in respect of material losses, because the losses can be clearly seen, moreover the litigant should have done the appeal brief.

Keywords: Torts, Agrarian Law, Agreement, Sell and Purchase of Land

References: 32 (1978-2014)