

## ABSTRACT

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### **" THE LEGAL ANALYSIS OF TORT IN LEASE AGREEMENTS ON THE DECISION OF THE SUPREME COURT OF THE REPUBLIC OF INDONESIA NUMBER 2750 K / PDT / 2018 "**

( vii + 134 pages)

This thesis discusses the case of the Supreme Court Decision Number 2750 K / Pdt / 2018 related to Tort in the Renting Agreement of land and building objects by Defendants I and II to Defendant III through the assistance of Defendant IV as Notary who gave birth to the Deed of Lease Agreement Number 26 on 24 August 2016 without the knowledge of the Plaintiff as the legal owner of the land and building objects. This thesis uses a form of normative legal research that uses secondary data types in the form of norms, doctrines, and legal theory based on literature study collection techniques that aim to approach the principles and cases of law so that this research uses the nature of qualitative data analysis. The actions of the Defendants didn't meet the legal requirement as stated in article 1320 Indonesia Civil Code, The first conclusions from the first legal issues are the active and passive actions of the Defendants related to the lease agreement which contradicting their rights and gives losses to the Plaintiff as the legal owner of the land and building objects. Second, the act is against the law because it violates the rights of others, it is against the obligations of legal norms. Third, there are material and immaterial losses felt by the Plaintiff. Fourth, there is a causal relationship between the illegal actions committed by the Defendants in relation to the Lease Agreement which resulted in the Plaintiff experiencing a loss. Fifth, there is an element of deliberate mistake in the actions of the Defendants because of the intention to do or know the consequences that will occur. Based on the fulfillment of these elements, the second conclusions of this legal issues are it has a legal effect on the lease agreement which has been proven to have committed an unlawful act so that the Panel of Judges stated in its verdict that the lease agreement was declared void and invalid as evidenced by the failure to fulfill the valid terms of the agreement which caused the agreement to be null, not binding, has no legal consequences and is considered never to exist. The author's suggestion to Defendant IV as a Notary is that it is necessary to be careful and thorough in exercising its authority and obligations regarding the formation of the deed whether or not it is against legal norms, and in relation to compensation, the Panel of Judges should provide compensation even though it is not as large as expected by the Plaintiff.

Reference : 52 ( 1976-2019 )

**Keyword:** Tort, Lease Agreement, Legal Effect.