

## ABSTRACT

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**“SALES AND PURCHASE COMMITMENT AGREEMENTS AND POWER OF SALE IN DEBT AGREEMENT (CASE STUDY OF DECISION NO 414 K/PDT/2019)”**

(xii + 127 pages)

It is the right of everyone to fulfill their daily needs, starting from primary, secondary and tertiary needs. To meet these needs, money is needed as a medium of exchange. Humans carry out economic activities to make money, to meet their needs humans need relationships or cooperation and lead to engagement with each other because of an agreement that arises between the parties. One of the agreements that is commonly carried out is a debt agreement, in which the agreement contains the rights and obligations of each party where the creditor's obligation is to provide the object of the debt agreement and the debtor is to pay off the debt in the same amount and conditions. Debt agreement also give rise to guarantee agreements with the aim of protecting creditors if the debtor cannot fulfill its obligations. In general, collateral is a plot of land which is then charged with Mortgage Rights through the Deed of Granting Mortgage Rights. In the case study presented by the author, essentially the Plaintiff and Defendant entered into a Debt Agreement followed by a plot of land as collateral. The plot of land was not used as a Mortgage Right, but the Sale and Purchase Binding Agreement and the Sale and Purchase Authorization Deed were used as collateral for debts and receivables so that it was suspected that smuggling and legal misdirection had been carried out by the Plaintiff. in the transfer of land rights. Based on this, the problems that will be studied in this study are the validity of the Sale and Purchase Binding Agreement and the Sale and Purchase Authorization Deed and the judge's considerations in Decision Number 413 K/Pdt/2019. So that the research method used by the author is normative juridical using secondary data with a statutory approach and a case approach, while the analysis carried out is qualitative analysis. Based on the results of research and analysis, it can be concluded that the regulation regarding the validity of the Sale and Purchase Binding Agreement and the Deed of Power of Attorney to Sell can be assessed from the fulfillment of Article 1320 of the Civil Code and made in the form of an authentic deed and Deed of Power of Attorney to Sell which need to meet the elements of a power of attorney in Article 1792 Civil Code. The Supreme Court's decision Number 414 K/Pdt/2019 has considered and adjudicated cases with the correct legal basis, namely using Article 1178 of the Civil Code which states that the use of Sale and Purchase Binding Agreements and Sales Authorization Deeds in Agreement Receivables is prohibited.

References: 51 (1982-2021)

Keywords: Sale and Purchase Binding Agreements, Deed of Authorization to Sell, Debt Guarantees