

## ABSTRAK

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### **AKIBAT HUKUM PEMBATALAN PERJANJIAN NOMINEE (STUDI PUTUSAN MAHKAMAH AGUNG NOMOR 4223 K/Pdt/2022)**

(96 halaman)

Perjanjian *nominee* pada dasarnya belum diatur secara khusus dalam peraturan perundang-undangan di Indonesia, namun dalam pembuatannya seharusnya memenuhi ketentuan syarat sahnya perjanjian dalam Pasal 1320 Kitab Undang Undang Hukum Perdata serta ketentuan lainnya yang berkaitan dengan apa yang diperjanjikan. Meskipun demikian masih ditemukan adanya praktik perjanjian *nominee* yang dibuat antara Warga Negara Asing dengan Warga Negara Indonesia dengan tujuan untuk menyelundupkan hukum, seperti pada kasus Putusan Mahkamah Agung Nomor 4223 K/PDT/2022. Sehingga, permasalahan yang diangkat dalam penelitian ini adalah mengenai pengaturan perjanjian *nominee* dalam Hukum di Indonesia dan akibat hukum pembatalan perjanjian *nominee* dalam Putusan Mahkamah Agung Nomor 4223 K/PDT/2022. Penelitian ini dilakukan dengan melalui studi kepustakaan untuk memperoleh data sekunder yang kemudian dianalisis secara kualitatif. Berdasarkan hasil penelitian ini dapat disimpulkan bahwa meskipun belum ada ketentuan yang mengatur secara khusus mengenai perjanjian *nominee* dalam hukum di Indonesia, terdapat beberapa ketentuan mengenai larangan praktik perjanjian *nominee* di Indonesia telah diatur dalam beberapa ketentuan perundang-undangan, seperti dalam Pasal 26 ayat (2) Undang-Undang Pokok Agraria. Praktik perjanjian *nominee* di Indonesia secara umum dilarang karena seringkali bertentangan dengan hukum yang kemudian menimbulkan resiko hukum dan menyebabkan tidak adanya kepastian hukum diantara para pihak yang bersangkutan. Adapun mengenai akibat hukum dari pembatalan perjanjian *nominee* menimbulkan adanya kerugian khususnya bagi pihak Warga Negara Asing, dikarenakan perjanjian *nominee* yang dibuat untuk menyelundupkan hukum tidak dapat memberikan kepastian bagi pihak Warga Negara Asing.

Referensi: 58 (1985-2024)

Kata kunci: Perjanjian *nominee*, hak milik atas tanah, kepastian hukum

## **ABSTRACT**

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### **LEGAL CONSEQUENCES OF CANCELLATION OF NOMINEE AGREEMENTS (STUDY OF SUPREME COURT DECISION NUMBER: 4223 K/Pdt/2022)**

(96 pages)

Basically, nominee agreements have not been specifically regulated in Indonesian laws and regulations, but in making them they must comply with the conditions for the validity of the agreement in Article 1320 of the Civil Code as well as other provisions relating to what is being agreed. However, it is still found that there are practices of nominee agreements made between foreign citizens and Indonesian citizens with the aim of smuggling the law, as in the case of Supreme Court Decision Number 4223 K/PDT/2022. Thus, the problem raised in this research is regarding the regulation of nominee agreements in Indonesian law and the legal consequences of canceling nominee agreements in Supreme Court Decision Number 4223 K/PDT/2022. This research was carried out through literature study to obtain secondary data which was then analyzed qualitatively. Based on the results of this research, it can be concluded that although there are no provisions that specifically regulate nominee agreements in Indonesian law, there are several provisions regarding the prohibition of the practice of nominee agreements in Indonesia which have been regulated in several statutory provisions, such as in Article 26 paragraph (2) Basic Agrarian Law. The practice of nominee agreements in Indonesia is generally prohibited because they often conflict with the law, which then creates legal risks and causes a lack of legal certainty between the parties concerned. As for the legal consequences of canceling a nominee agreement, it causes losses, especially for foreign citizens, because nominee agreements made to smuggle the law cannot provide certainty for foreign citizens.

References: 58 (1985-2024)

Keywords: Nominee Agreement, land ownership rights, legal certainty