

**ANALYSIS OF THE IMPLEMENTATION OF THE SALE AND PURCHASE
AGREEMENT DATE PALM GARDEN WITH *ISTISHNA* CONTRACT
(CASE STUDY BETWEEN PT. KKI WITH MR K AND MR E
IN KAMPAR REGENCY)**

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Abstract

This study aims to find out and analyze the validity of the agreement for the sale and purchase of date palm plantations with the *istishna* agreement between PT. KKI with Mr. K and Mr. E and to find out and analyze how the legal protection for buyers of date palm plantations with *istishna* agreement to PT. KKI is based on existing laws and regulations.

This research is a normative-empirical legal research that examines the implementation or implementation of positive legal provisions (legislation) and written documents in action (factual) at a certain legal event. This research is also a descriptive-analytical study.

Agreement entered into by PT. KKI with Tuan K and Tuan E is an agreement that is not in accordance with the laws and regulations because PT. KKI does not have legal authority to carry out these business activities because it does not have a permit and does not legally control the land, and the sale and purchase of immovable objects is not in accordance with existing regulations so that the agreement to buy and sell date palm plantations with an *istishna* agreement between PT. KKI does not have legal authority to carry out these business activities because it does not have a permit and does not legally control the land, and the sale and purchase of immovable objects is not in accordance with existing regulations so that the agreement for the sale and purchase of date palm plantations with an *istishna* agreement between PT. KKI with Mr. K and Mr. E is an invalid and null and void agreement both according to the Compilation of Shari'a Economic Law and according to the Civil Code. Preventive legal protection for investors is provided through requirements that must be completed by the company before carrying out business activities regulated in various laws, as well as paying attention to the legal terms of the agreement, especially on objective terms. Meanwhile, legal protection is repressive with the right for investors to sue before the court on the legal basis of Article 1365 of the Civil Code regarding Unlawful Acts (PMH) by demanding material and immaterial damages and criminal fraud charges in accordance with Article 378 of the Criminal Code, criminal charges for not fulfilling achievements based on Article 62 of Law Number 8 of 1999 concerning Consumer Protection.

Keywords: Validity of Agreement, Sale and Purchase Agreement, Legal Protection for Buyers

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