

**CACAT KEHENDAK DALAM PERJANJIAN JUAL BELI MELALUI  
SURAT PENGALIHAN KUASA MENJUAL DARI AHLI WARIS  
KEPADA PENERIMA KUASA**

**(Studi Kasus Putusan Nomor 117/Pdt/2021/PT/Smg)**

**INTISARI**

Oleh :

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Penelitian Hukum ini meneliti cacat kehendak yang tertuang dalam Perjanjian Jual Beli Nomor 44 Tahun 2019 melalui Surat Pengalihan Kuasa Menjual tanggal 7 Mei 2017 serta upaya konkrit dan perlindungan hukum yang dapat dilakukan oleh pihak yang dirugikan

Penelitian ini bersifat deskriptif dengan jenis penelitian Yuridis Normatif. Informasi yang didapat dari proses mencari data melalui data kepustakaan termasuk dari beberapa putusan pengadilan dan peraturan perundang-undangan dilengkapi dengan beberapa informasi yang didapat dari narasumber. Data yang diperoleh dari hasil penelitian kepustakaan dianalisis secara kualitatif. Hasil analisis data disajikan secara deskriptif analitis.

Hasil penelitian menunjukkan bahwa Perjanjian Jual Beli Nomor 44 Tahun 2019 mengandung cacat kehendak berupa penipuan dan penyalahgunaan keadaan, tetapi harus dibuktikan secara pidana. Selanjutnya, mengenai perlindungan hukum yang didapatkan oleh pihak yang dirugikan serta upaya konkrit yang dapat dilakukan baik secara preventif berupa kehati-hatian dari calon pembeli maupun represif yang dapat dilakukan oleh pembeli dengan penggugatan kerugian ke pengadilan serta permintaan pembatalan sertifikat yang cacat administratif oleh ahli waris. Perlindungan secara internal dan eksternal sudah dilakukan dengan baik namun untuk menguatkan perlindungan secara internal dapat dilakukan dengan penambahan klausul ganti rugi perdata digantikan oleh ahli waris untuk melindungi pihak pembeli akan potensi sengketa akibat adanya pelaksanaan Perjanjian Jual Beli Nomor 44 Tahun 2019.

**Kata Kunci: cacat kehendak, perlindungan hukum, perjanjian jual beli, surat pengalihan kuasa menjual**

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**DEFECT OF WILL IN A SALE AND PURCHASE AGREEMENT  
THROUGH A LETTER OF TRANSFER OF POWER TO SELL FROM  
THE HEIRS TO THE RECEIVER OF POWER OF ATTORNEY**

**(Case Study of Decision Number 117/Pdt/2021/PT/Smg)**

**ABSTRACT**

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This legal research examines the defects of the will contained in the Sale and Purchase Agreement Number 44 of 2019 through the Transfer of Power of Sale dated May 7, 2017 as well as concrete efforts and legal protection that can be done by the injured party.

This research is descriptive with the type of Normative Juridical research. Information obtained from the process of searching for data through literature data including from several court decisions and laws and regulations is complemented by some information obtained from sources. The data obtained from the results of library research were analyzed qualitatively. The results of data analysis are presented descriptively analytically.

The results showed that Sale and Purchase Agreement Number 44 of 2019 contains defects of will in the form of fraud and abuse of circumstances, but must be proven criminally. Furthermore, regarding the legal protection obtained by the injured party as well as concrete efforts that can be done both preventively in the form of caution from prospective buyers and repressive which can be done by buyers by claiming losses to the court and requesting the cancellation of administratively defective certificates by heirs. Internal and external protection has been done well, but to strengthen internal protection, it can be done by adding a civil compensation clause to be replaced by the heirs to protect the buyer from potential disputes as a result.

**Keywords: defect of will, legal protection, sale and purchase agreement, letter of transfer of power of attorney to sell**

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