

**PELINDUNGAN HUKUM BAGI PEMBELI TERHADAP PENJUAL  
YANG TIDAK MEMENUHI PERJANJIAN PENGIKATAN JUAL  
BELI DAN MENGALIHKAN OBJEK PERKARA MELALUI  
AKTA JUAL BELI KEPADA PIHAK LAIN  
(Studi Putusan Mahkamah Agung Nomor 7 PK/Pdt/2022)**

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**INTISARI**

Penelitian ini bertujuan untuk mengetahui dan menganalisis keabsahan Akta Jual Beli terhadap tanah objek perkara yang telah diikat Perjanjian Pengikatan Jual Beli dalam Putusan Mahkamah Agung Nomor 7 PK/Pdt/2022 serta untuk mengetahui dan menganalisis perlindungan hukum bagi pembeli terhadap penjual yang tidak memenuhi Perjanjian Pengikatan Jual Beli dan mengalihkan objek perkara melalui Akta Jual Beli kepada pihak lain.

Penelitian ini merupakan penelitian hukum normatif (*normative legal research*) yang didukung dengan penelitian lapangan. Sifat penelitian yaitu deskriptif kualitatif. Pendekatan yang digunakan merupakan pendekatan perundang-undangan. Data yang digunakan berupa data primer yang didapatkan dari subjek penelitian melalui wawancara dengan narasumber dan data sekunder yang diperoleh melalui studi kepustakaan. Analisis data dalam penelitian ini dilakukan secara kualitatif.

Berdasarkan hasil penelitian, Akta Jual Beli terhadap tanah objek perkara yang telah diikat Perjanjian Pengikatan Jual Beli dalam Putusan Mahkamah Agung Nomor 7 PK/Pdt/2022 adalah tidak sah karena tidak memenuhi syarat sah perjanjian dalam Pasal 1320 KUHPerdara mengenai kesepakatan dan kausa yang halal. Kesepakatan para pihak terbentuk tidak sempurna karena adanya unsur penipuan, sedangkan kausa yang halal dibuat dengan sebab terlarang yaitu bertentangan dengan undang-undang. Pelindungan hukum yang dapat diberikan terhadap pembeli karena penjual yang tidak memenuhi Perjanjian Pengikatan Jual Beli dan mengalihkan objek perkara melalui Akta Jual Beli kepada pihak lain dalam kasus ini adalah pelindungan hukum eksternal. Pelindungan hukum eksternal dapat diperoleh pembeli dengan cara mengajukan gugatan wanprestasi ke pengadilan yang berwenang. Pembeli dalam gugatannya dapat mengajukan tuntutan gugatan pemenuhan prestasi sekaligus gugatan ganti kerugian.

**Kata kunci:** pelindungan hukum, jual beli, perjanjian pengikatan jual beli, akta jual beli

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**LEGAL PROTECTION FOR BUYERS AGAINST SELLERS THAT DOES  
NOT MEET THE SELLING BINDING AGREEMENT BUY AND  
TRANSFER PROPERTY OBJECTS THROUGH DEED OF  
SALE AND PURCHASE TO ANOTHER PARTY  
(Study of Supreme Court Decision Number 7 PK/Pdt/2022)**

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**ABSTRACT**

*This research aims to determine and analyze the validity of the Deed of Sale and Purchase of land subject to the case which has been bound by a Sale and Purchase Agreement in the Supreme Court Decision Number 7 PK/Pdt/2022 as well as to find out and analyze legal protection for buyers against sellers who do not comply with the Sale and Purchase Agreement. Purchase and transfer the object of the case through a Deed of Sale and Purchase to another party.*

*This research is normative legal research which is supported by field research. The nature of the research is descriptive qualitative. The approach used is a statutory approach. The data used is primary data obtained from research subjects through interviews with resource persons and secondary data obtained through literature study. Data analysis in this research was carried out qualitatively.*

*Based on the research results, the Deed of Sale and Purchase of land subject to the case which has been bound by the Sale and Purchase Agreement in the Supreme Court Decision Number 7 PK/Pdt/2022 is invalid because it does not fulfill the legal requirements for an agreement in Article 1320 of the Civil Code regarding halal agreements and causes. The agreement between the parties was formed imperfectly because there was an element of fraud, while a lawful cause was made with a prohibited cause which was contrary to the law. The legal protection that can be given to the buyer because the seller does not fulfill the Sale and Purchase Agreement and transfers the object of the case through the Sale and Purchase Deed to another party in this case is external legal protection. Buyers can obtain external legal protection by filing a breach of contract lawsuit with the competent court. The buyer in his lawsuit can file a claim for fulfillment of performance as well as a claim for compensation.*

**Key words:** *legal protection, sale and purchase, sale and purchase binding agreement, sale and purchase deed*

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