

**KEABSAHAN JUAL BELI SETELAH PENJUAL MENINGGAL DUNIA
BERDASARKAN AKTA KUASA MENJUAL
(Studi Putusan Nomor 62/PDT/2020/PT.YYK)**

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INTISARI

Penelitian ini bertujuan untuk menganalisis dasar pertimbangan hakim dalam menentukan berlakunya akta kuasa menjual dalam perjanjian perikatan jual beli setelah penjual meninggal dunia pada Putusan Pengadilan Negeri Sleman Nomor 221/Pdt.G/2019/PN.Smn dan Putusan Pengadilan Tinggi Yogyakarta Nomor 62/PDT/2020/PT.YYK dan mengetahui serta menganalisis keabsahan akta jual beli yang dibuat setelah penjual meninggal dunia berdasarkan akta kuasa menjual.

Penelitian ini merupakan penelitian normatif yang didukung dengan data dari narasumber. Penelitian ini dilakukan dengan meneliti data sekunder berupa bahan hukum primer, bahan hukum sekunder, dan bahan hukum tersier, serta dilengkapi dengan data hasil wawancara terhadap narasumber. Data hasil penelitian menggunakan analisis data kualitatif dan disajikan secara deskriptif.

Penelitian ini menghasilkan kesimpulan yang pertama, dasar pertimbangan hakim Pengadilan Negeri Sleman menolak gugatan pembeli sedangkan Pengadilan Tinggi Yogyakarta mengabulkan gugatan pembeli dalam menentukan berlakunya akta kuasa menjual pada perjanjian perikatan jual beli setelah penjual meninggal dunia. Kedua putusan tersebut tidak tepat karena kuasa menjual adalah kuasa yang berlaku mutlak. Kuasa menjual hanya akan berakhir apabila perbuatan yang dikuasakan sudah terlaksana. Kedua, keabsahan akta jual beli yang dibuat setelah penjual meninggal dunia berdasarkan akta kuasa menjual adalah sah. Kuasa menjual yang menjadi dasar dibuatnya akta jual beli tersebut masih berlaku, sehingga pembeli memiliki legalitas untuk menandatangani akta jual beli meskipun penjualnya meninggal dunia.

Kata Kunci: Akta Jual Beli, Kuasa Menjual, Perjanjian Perikatan Jual Beli

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**LEGAL VALIDITY OF PROPERTY SALES EXECUTED AFTER THE
SELLER'S DEATH BASED ON A POWER OF ATTORNEY TO SELL: A
(CASE STUDY OF DECISION NO. 62/PDT/2020/PT.YYK)**

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ABSTRACT

This research aims to analyze the legal reasoning used by judges in determining the validity of a power of attorney to sell in a sale and purchase agreement (preliminary agreement) after the seller has passed away, as seen in the Decision of the Sleman District Court Number 221/Pdt.G/2019/PN.Smn and the Decision of the Yogyakarta High Court Number 62/PDT/2020/PT.YYK. Furthermore, the study aims to examine and analyze the validity of the sale and purchase deed (AJB) that was executed after the seller's death, based on a power of attorney to sell.

This is a normative legal research supported by data obtained from informants. The research is conducted by examining secondary data, including primary legal materials, secondary legal materials, and tertiary legal materials, and is complemented by interview data from relevant informants. The data is analyzed using qualitative methods and presented in a descriptive manner.

The research concludes: First, the Sleman District Court rejected the buyer's claim, whereas the Yogyakarta High Court granted the buyer's claim, each based on different considerations regarding the validity of the power of attorney to sell after the seller's death. However, both decisions are deemed inaccurate because a power of attorney to sell is considered to be irrevocable. Such power only terminates once the authorized act (i.e., the sale) has been executed. Second, the sale and purchase deed made after the seller's death is valid, as the power of attorney on which the deed was based was still legally effective. Therefore, the buyer retains legal standing to sign the sale and purchase deed even though the seller had passed away.

Keywords: Deed of Sale, Power of Attorney to Sell, Sale and Purchase Binding Agreement

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