

TINJAUAN YURIDIS TERHADAP PERJANJIAN PENGIKATAN JUAL BELI  
(PPJB) SEBAGAI PERLINDUNGAN HUKUM BAGI PEMBELI YANG  
TELAH MEMBAYAR LUNAS  
(STUDI PUTUSAN NOMOR 644 K/Pdt.Sus-Pailit/2017)

Oleh:

Dhafira Jastiana<sup>1</sup>, Ninik Darmini<sup>2</sup>

### INTISARI

Penelitian ini bertujuan untuk mengetahui kekuatan hukum Perjanjian Pengikatan Jual Beli (PPJB) yang dibuat di hadapan notaris dan di bawah tangan untuk jual beli dengan pembeli yang telah membayar lunas, dan menganalisis alasan serta dasar pemikiran majelis hakim yang memutuskan bahwa objek PPJB adalah sah dan bukan merupakan harta *boedel* pailit sebagaimana dalam Putusan Nomor 644 K/Pdt.Sus-Pailit/2017.

Penelitian ini merupakan penelitian normatif-empiris yang dilakukan dengan menggunakan data sekunder sebagai data awal, dilanjutkan dengan data lapangan mengenai hukum perdata, pertanahan serta kepailitan terutama mengenai Perjanjian Pengikatan Jual Beli (PPJB) atas tanah dan bangunan serta data primer berupa Putusan Nomor 644 K/Pdt.Sus-Pailit/2017.

Kesimpulan yang didapat berdasarkan hasil penelitian bahwa kekuatan hukum PPJB untuk jual beli dengan pembeli yang telah membayar lunas atau PPJB lunas baik yang dibuat di hadapan notaris maupun di bawah tangan tidak menjadi dasar terjadinya peralihan hak atas tanah dan bangunan rumah, tetapi PPJB lunas yang dibuat di hadapan notaris harus disertakan kuasa menjual guna memberikan perlindungan hukum bagi pembeli dan menjaga kepentingan atau hak-hak dari pembeli tidak dirugikan. Alasan majelis hakim menjatuhkan putusan bahwa objek PPJB adalah sah dan bukan merupakan harta *boedel* pailit adalah memberikan perlindungan hukum bagi pembeli yang telah membayar lunas dalam PPJB berdasarkan pada Rumusan Hukum Kamar Perdata, Perdata Umum angka 7 Surat Edaran Mahkamah Agung Nomor 4 Tahun 2016 (SEMA Nomor 4 Tahun 2016) yang menyatakan bahwa peralihan hak atas tanah berdasarkan PPJB secara hukum terjadi jika pembeli telah membayar lunas harga tanah serta telah menguasai objek jual beli dan dilakukan dengan itikad baik.

**Kata Kunci** : Perjanjian Pengikatan Jual Beli, Lunas, Perlindungan Hukum

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<sup>1</sup> Mahasiswa Program Pascasarjana Magister Kenotariatam Universitas Gajah Mada.

<sup>2</sup> Fakultas Hukum, Universitas Gadjah Mada, Yogyakarta.

JURIDICAL REVIEW ON SALE AND PURCHASE BINDING AGREEMENT  
ON LAND AND BUILDING (PPJB) AS LEGAL PROTECTION MEANS FOR  
GOOD WILLED BUYER  
(CASE STUDY ON SUPREME COURT VERDICT NUMBER 644 K/Pdt.Sus-  
Pailit/2017)

By:  
Dhafira Jastiana<sup>1</sup>, Ninik Darmini<sup>2</sup>

### ABSTRACT

This research objective is to analyze the legal force on Sale and Purchase Binding Agreement on Land and Building (PPJB) which made into contract with or without the help of Public Notary in order to protect good willed buyer who has paid off their performance and to analyze legal arguments and reasoning of panel of justice over Supreme Court verdict Number 644 K/Pdt.Sus-Pailit/2017 which deemed that Sale and Purchase Binding Agreement on Land and Building (PPJB) object was legal and not belong to bankrupt assets.

The type of this research is normative-empiric which was conducted on secondary data as initial data resource. They were analyzed by employing field data research on Code of Civil Law, Agrarian Law, Bankruptcy Law and particularly on Sale and Purchase Binding Agreement on Land and Building (PPJB) and Supreme Court verdict number 644 K/Pdt.Sus-Pailit/2017 as primary data.

According to the conducted research, the conclusion is the legal force on Sale and Purchase Binding Agreement on Land and Building (PPJB) which made into contract with or without the help of Public Notary in order to protect good willed buyer who has paid off their performance can not become legal basis for transfer of title over the purchased land and building. However, the paid off PPJB which made into contract before Public Notary has to be granted with authority to sell in order to protect the buyer interests and rights. Legal reasoning of panel of justice over Supreme Court verdict number 644 K/Pdt.Sus-Pailit/2017 which deemed that Sale and Purchase Binding Agreement on Land and Building (PPJB) object was legal and not belong to bankrupt assets was to provide legal protection for the good willed buyer who had paid off the PPJB based on Legal Formulation of Supreme Court Chamber of Civil Law, Civil Law Figure 7 of Supreme Court Circulation Number 4 of year 2016 (SEMA Number 4 of year 2016). It stated that legal transfer of title over the purchased object based PPJB shall happen if the buyer has paid off the object and has total control over the object based on good will.

**Keyword:** Sale and Purchase Binding Agreement on Land and Building, Pay off, Legal Protection

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<sup>1</sup> Postgraduate Student of Notary Master Study Program, Gajah Mada University.

<sup>2</sup> Lecturer of Faculty of Law, Gajah Mada University.