

**TINJAUAN YURIDIS PERJANJIAN PENGIKATAN JUAL BELI TERHADAP
SENGKETA HAK ATAS TANAH YANG DIKUTI PEMBLOKIRAN
SERTIPIKAT DI KANTOR PERTANAHAN KABUPATEN
BANTUL (Studi Kasus Perjanjian Pengikatan Jual Beli
Nomor: 47, Tanggal 16 September 2014, Yang Dibuat
Di Hadapan Notaris X, Di Kabupaten Bantul)**

Oleh:
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INTISARI

Tujuan Penelitian yang berjudul “*Tinjauan Yuridis Perjanjian Pengikatan Jual Beli Terhadap Sengketa Hak Atas Tanah Yang Diikuti Pemblokiran Sertipikat Di Kantor Pertanahan Kabupaten Bantul (Studi Kasus Perjanjian Pengikatan Jual Beli Nomor: 47, Tanggal 16 September 2014, Yang Dibuat Di Hadapan Notaris X, Di Kabupaten Bantul)*” adalah untuk mengetahui alasan dan pertimbangan Kantor Pertanahan Kabupaten Bantul menerima pemblokiran sertipikat yang telah terikat PPJB nomor 47, tanggal 16 September 2014, yang dibuat dihadapan Notaris X, di Kabupaten Bantul dan untuk mengetahui kekuatan hukum PPJB Hak Atas Tanah yang dibuat dihadapan Notaris X di Kabupaten Bantul terhadap sengketa di Kantor Pertanahan di Kabupaten Bantul.

Penelitian ini menggunakan jenis penelitian hukum empiris yaitu dimulai dengan meneliti data sekunder dan dilanjutkan dengan meneliti data primer. Alat pengumpul data primer tersebut dilakukan dengan cara wawancara kepada responden dan narasumber yang berlokasi di Kabupaten Bantul. Analisis data yang digunakan adalah analisis kualitatif. Metode analisis ini mengelompokkan dan menyeleksi data yang diperoleh dari penelitian lapangan menurut kualifikasi dan kebenarannya, kemudian dihubungkan dengan teori-teori sehingga memperoleh jawaban mengenai rumusan masalah penelitian.

Berdasarkan hasil penelitian dan pembahasan dihasilkan kesimpulan, Pertama, alasan Kantor Pertanahan Kabupaten Bantul melakukan pemblokiran sertipikat didasarkan pada surat permohonan dari salah satu pihak. Dalam hal ini Kantor Pertanahan Kabupaten Bantul berpedoman pada ketentuan Pasal 126 ayat (1) PMA/KBPN 3/1997, bahwa pihak yang berkepentingan dapat minta dicatat dalam buku tanah suatu hak atas tanah atau hak milik atas satuan rumah susun akan dijadikan obyek gugatan di pengadilan. Kekuatan PPJB Nomor 47, tanggal 16 September 2014 yang dibuat dihadapan Notaris, secara formil telah mempunyai kekuatan pembuktian yang sempurna bagi para pihak. Bahwa apabila dikemudian hari terdapat salah satu pihak yang menyangkalnya yang menimbulkan sengketa, maka pihak yang menyangkal atas Perjanjian Pengikatan Jual Beli tersebut wajib membuktikan di muka Pengadilan.

Kata Kunci: Perjanjian Pengikatan Jual Beli, Pemblokiran, Kabupaten Bantul

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**JURIDICAL REVIEW OF BOND SALE AND PURCHASE AGREEMENT ON
LAND DISPUTE FOLLOWED BY CERTIFICATE BLOCKING IN LAND
REGISTRY OFFICE OF BANTUL REGENCY (A Case Study of Bond
Sale and Purchase Agreement No. 47, Dated September 16, 2014,
Made in the Presence of Notary X, in Bantul Regency)**

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ABSTRACT

The purposes of the study entitled “Juridical Review of Bond Sale and Purchase Agreement on Land Dispute Followed by Certificate Blocking in Land Registry Office of Bantul Regency (A Case Study of Bond Sale and Purchase Agreement No. 47, Dated September 16, 2014, Made in the Presence of Notary X, in Bantul Regency)” were to determine the reasons and considerations of Land Registry Office of Bantul Regency to receive the certificate blocking which has been bound to Sales and Purchase Agreement number 47, dated September 16, 2014, made in the presence of Notary X in Bantul Regency, and to determine the legal force of Sales and Purchase Agreement of Land Rights to dispute, made in the presence of Notary X in Bantul Regency in the Land Registry Office of Bantul Regency.

This study used empirical legal study started with studying secondary data, then studying primary data. The primary data collection tool was conducted by interviews with respondents and interviewees in Bantul Regency. The data analysis used was qualitative analysis. This analysis method grouped and sorted the data obtained from the study site by qualification and validity, then connected with theories to obtain answers from the problem formulation.

Based on the findings and discussion the conclusions were: First, the reason of Land Registry Office of Bantul Regency to block the certificate was based on an application letter from either party. In this case, Land Registry Office of Bantul Regency was based on the provision of Article 126 verse (1) PMA/KBPN 3/1997, that the interested parties can request their rights to land or property rights to apartment units to be recorded in a land book, that will be the object of a lawsuit in court. Sales and Purchase Agreement No. 47, dated 16 September 2014, made in the presence of a Notary, formally has had the perfect strength of evidence for the parties. If either party denies and causes dispute in the future, the party shall evidence to the Court.

Keywords: Bond Sale and Purchase Agreement, Blocking, Bantul Regency

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