

PEMBATALAN AKTA JUAL BELI AKIBAT TERJADINYA WANPRESTASI OLEH PIHAK KETIGA

(Studi Putusan Pengadilan Tinggi Yogyakarta Nomor: 126/PDT/ 2018/PT YYk)

INTISARI

Oleh:

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Penelitian hukum ini bertujuan untuk mengetahui apakah Putusan Pengadilan Tinggi Nomor: 126/PDT/ 2018/PT YYk yang menyatakan Akta Jual Beli No 141/2008 tertanggal 20 Juni 2008 tetap sah telah sesuai dengan penerapan norma hukum mengenai kesepakatan dalam perjanjian. Serta dapatkah Akta Jual Beli yang lahir akibat adanya janji pihak ketiga yang melakukan wanprestasi dibatalkan.

Penelitian hukum yang dilakukan merupakan jenis penelitian hukum normative yaitu penelitian hukum doktriner. Penelitian ini bersifat deskriptif. Data-data sekunder dalam penelitian ini berupa putusan-putusan pengadilan terkait, peraturan-peraturan hukum, buku-buku, artikel jurnal dan lain-lain.

Dari hasil penelitian diketahui bahwa Putusan Pengadilan Tinggi Nomor: 126/PDT/2018/PT Yyk tidak sesuai dengan penerapan norma hukum terkait kesepakatan yang diatur dalam Pasal 1321 KUHPerdara. Bahwa dalam kasus *a quo* kesepakatan yang dicapai mengandung penipuan (*bedrog*). Sebagaimana diatur dalam Pasal 1328 KUHPerdara penipuan dapat menjadi alasan untuk pembatalan perjanjian. Akta Jual Beli dapat dibatalkan akibat tidak dipenuhinya janji oleh pihak ketiga. Oleh karena perbuatan hukum tersebut akibat dari perjanjian pinjam pakai yang melahirkan perikatan bersyarat antara penjual dengan pihak ketiga.

Kata kunci: jual beli, perjanjian, pihak III, wanprestasi

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THE CANCELATION OF THE DEED OF SALE DUE TO A DEFAULT BY THIRD PARTY

(Study Case High Court of Yogyakarta Decision Number: 126/PDT/ 2018/PT YYk)

ABSTRACT

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This legal research aims to determine whether the High Court Decision Number: 126/PDT/2018/PT YYk which states that the contract of sale No. 141/2008 dated June 20, 2008 is still valid in accordance with the application of legal norms regarding the agreement in the agreement and can the contract of sale be valid. which was born as a result of a third party's promise of default being canceled. This legal research aims to determine whether the High Court Decision Number: 126/PDT/2018/PT YYk which states that the Contract of Sale No. 141/2008 dated 20 June 2008 is still valid and is in accordance with the application of legal norms regarding the agreement in the agreement and can the sale and purchase deed born as a result of the promise of a third party in default be cancelled.

The legal research conducted is a type of normative legal research, namely doctrinal legal research. This is descriptive. The secondary data in this study are related court decisions, legal regulation, books, journal articles and others.

The results of this research is the decision of the High Court Number: 126/PDT/2018/PT Yyk is not in accordance with the application of legal norms related to agreements regulated in Article 1321 of the Civil Code. Whereas in the *a quo* case the agreement reached contained fraud (*bedrog*). As regulated in Article 1328 of the Civil Code, fraud can be a reason for the cancellation of the agreement. The deed of sale can be revoked due to non fulfillment of promises by third parties. Because the legal act is the result of a use lend-use agreement that caused conditional agreement between the seller and a third party.

Keywords: Trade, agreement, third party, promise, default

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