

ANALISA YURIDIS PUTUSAN MAHKAMAH AGUNG NO 840K/PDT/2005 TERHADAP TANGGUNG JAWAB PARA PIHAK ATAS WANPRESTASI YANG TERJADI DALAM JUAL BELI TANAH

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Abstrak

Semakin tingginya pertumbuhan penduduk menyebabkan kebutuhan masyarakat akan tanah atau lahan meningkat dan menyebabkan harga tanah semakin mahal. Salah satu cara untuk mendapatkan tanah sekarang ini adalah dengan melalui jual beli. Dalam proses peralihan hak milik atas tanah inilah yang sering menimbulkan sengketa antara para pihak. Pengaturan mengenai Pemanfaatan tanah dan lahan diatur dalam Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan dasar Pokok-pokok Agraria. Penelitian ini bertujuan untuk mengetahui akibat hukum dalam jual beli tanah serta untuk mengetahui putusan MA 840k/pdt/2005 dalam pertanggung jawaban para pihak berkaitan dengan wanprestasi yang terjadi dalam jual beli tanah ditinjau dari hukum perjanjian. Penelitian ini menggunakan metode penelitian hukum normative. Hasil penelitian, disimpulkan bahwa akibat hukum dalam jual beli tanah dalam studi kasus ini adalah tidak dibatalkannya Perjanjian Jual Beli dan tetap sahnya Perjanjian Jual beli antara pembeli dan penjual. Pertanggung jawaban para pihak berkaitan dengan wanprestasi yang terjadi dalam jual beli tanah adalah Pembeli sebagai Tergugat bertanggung jawab untuk membayar lunas cicilan rumah kepada Bank yang telah dibeli dari Penjual sebagai Penggugat berikut dengan denda-denda akibat keterlambatan pembayaran. Penjual selaku Penggugat bertanggung jawab untuk mengembalikan SHGB No. 417 kepada Tergugat.

Kata Kunci : Wanprestasi, Jual Beli, Tanah

**ANALYSIS OF THE SUPREME COURT DECISION NO *juridical*
840K / PDT / 2005 ON THE RESPONSIBILITY OF THE
PARTIES TO THE TORT WHICH OCCUR IN BUY SELL LAND**

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Abstract

The higher the population growth led to community needs for land or land to rise and lead to more expensive land prices. One way to get land now this is through buying and selling is usually done with the agreement, known as sale and purchase agreement. In the process of transition of ownership of the land is often caused disputes between the parties. Arrangements regarding the utilization of land and land stipulated in Law No. 5 of 1960 on the basis of Regulation Agrarian. This study aims to determine the legal consequences in the sale and purchase of land and also to know the Supreme Court decision 840k / pdt / 2005 in the liability of the parties relating to wansprestasi happens in land purchase in terms of the legal agreement. This study uses normative legal research. The results of the study, it was concluded that due to the law in the sale and purchase of land in this case study is not the cancellation of the purchase agreement and fixed validity Purchase Agreement to buy between buyers and sellers due to the Sale and Purchase Agreement is laid down that if the buyer (in this case is the defendant) does not make payment in installments, it will be fined and not menyebabkan cancellation of the Sale and Purchase agreement. Accountability of the parties associated with defaults that occurred in the land purchase is the Buyer as Defendants liable to pay off the mortgage to the Bank which has been purchased from the Seller as a plaintiff along with fines due to late payment. Sellers as the plaintiff is responsible for returning SHGB No. 417 of the Defendant which HGB has been taken by the plaintiffs from the bank after the installment payment is settled by the plaintiffs were supposed repayment installment is the responsibility of the Defendant.

Keywords: Default, Sale and Purchase of Land