

ABSTRAK

Monika, Yola Latri. 2025. Perlindungan Hukum Bagi Pembeli Dalam Akta Jual Beli Yang Batal Demi Hukum Berdasarkan Putusan Hakim. Skripsi Fakultas Hukum Universitas Batanghari Jambi. Syarifah Mahila, S.H., M.H. Sebagai Pembimbing I dan Dedy Syaputra, S.H., M.H. Sebagai Pembimbing II.

Kata kunci: Perlindungan Hukum, AJB, Batal demi hukum.

Secara umum penelitian ini untuk mengetahui penyebab akta jual beli batal demi hukum berdasarkan putusan hakim dan untuk mengetahui perlindungan hukum bagi pembeli dalam Akta Jual Beli yang Batal Demi Hukum berdasarkan putusan hakim. Penelitian ini ialah penelitian yuridis normatif. Hasil penelitiannya yaitu penyebab umum Akta Jual Beli batal demi hukum berdasarkan putusan hakim yaitu jika melanggar syarat sah perjanjian (Pasal 1320 KUHP), seperti kesepakatan cacat, pihak tidak cakap hukum, objek tidak jelas, atau tujuan melanggar hukum. Objek bermasalah (dalam sengketa, bukan milik penjual, atau terikat hak lain) juga menjadi alasan. Pelanggaran formalitas, seperti AJB tidak dibuat di hadapan PPAT atau dokumen tidak lengkap, membuatnya cacat hukum. Pemalsuan dokumen atau penipuan dalam proses juga berakibat batal. Selain itu, AJB melanggar UUPA jika melampaui batas penguasaan tanah atau pelaku tidak memenuhi syarat hukum. Kegagalan memenuhi kewajiban pajak juga dapat membatalkannya. Perlindungan hukum bagi pembeli dalam Akta Jual Beli yang Batal Demi Hukum berdasarkan putusan hakim meliputi pengembalian uang atau ganti kerugian atas kerugian materiil dan immateriil, serta restitusi untuk memulihkan keadaan sebelum transaksi, termasuk pembatalan balik nama sertifikat tanah. Pembeli juga dapat menuntut penjual yang bertindak dengan itikad buruk secara pidana atau perdata atas perbuatan melawan hukum. Selain itu, pembeli berhak mengajukan sita jaminan untuk melindungi objek dari pengalihan pihak lain. Prinsip itikad baik memberikan perlindungan tambahan berupa hak restitusi dan ganti rugi. Pembeli juga dapat menggugat PPAT atas kelalaian terkait keabsahan transaksi.

ABSTRACT

Monika, Yola Latri. 2025. Legal Protection for Buyers in Deeds of Sale and Purchase that are Nullified by Law Based on the Judge's Decision. Thesis, Faculty of Law, Batanghari University, Jambi. Syarifah Mahila, S.H., M.H. As Supervisor I and Dedy Syaputra, S.H., M.H. As Supervisor II.

Keywords: *Legal Protection, AJB, Null and void.*

In general, this research is to find out the cause of the sale and purchase deed being null and void based on the judge's decision and to find out the legal protection for buyers in the Sale and Purchase Deed which is null and void based on the judge's decision. This research is normative juridical research. The results of the research are that the common causes of a Sale and Purchase Deed being null and void based on a judge's decision are if it violates the legal conditions of the agreement (Article 1320 of the Civil Code), such as a flawed agreement, the party is not legally competent, the object is unclear, or the purpose violates the law. Problematic objects (in dispute, not belonging to the seller, or subject to other rights) are also a reason. Violations of formalities, such as the AJB not being made before the PPAT or the document being incomplete, make it legally defective. Forgery of documents or fraud in the process also results in invalidation. Apart from that, AJB violates UUPA if it exceeds land control limits or the perpetrator does not fulfill legal requirements. Failure to fulfill tax obligations can also invalidate them. Legal protection for buyers in a Sale and Purchase Deed that is null and void based on a judge's decision includes refunds or compensation for material and immaterial losses, as well as restitution to restore the situation before the transaction, including cancellation of the title of the land certificate. Buyers can also sue sellers who act in bad faith criminally or civilly for unlawful acts. In addition, the buyer has the right to submit a security confiscation to protect the object from being transferred to another party. The principle of good faith provides additional protection in the form of the right to restitution and compensation. Buyers can also sue PPAT for negligence regarding the validity of the transaction.