



## Juridical review in civil law on acts of default (wanprestasi) in land sale and purchase agreement cases (case study: Decision number 840/Pdt.G/2023/PN Mdn)

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### ABSTRACT

This research was conducted to provide a juridical analysis concerning acts of breach of contract occurring in a land sale and purchase agreement based on the Case Study of Decision Number 840/Pdt.G/2023/PN Mdn. The legal issues addressed in this research include the definition, elements, and legal consequences of unlawful acts and breach of contract in the context of land sale and purchase agreements. The research method used is a normative juridical approach by analyzing court decisions as the primary data source. The results of the study indicate that in the case under review, both unlawful acts and breach of contract may lead to the cancellation of the agreement and the obligation to provide compensation. The conclusion of this research emphasizes the importance of legal protection for parties involved in land sale and purchase agreements, aiming to ensure that rights and obligations are realized in accordance with the applicable laws and regulations.

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### 1. Introduction

Land can be interpreted as one of the valuable assets that by definition has high economic, social, and legal value in people's lives. As economic activities develop and population increases, land buying and selling transactions are becoming more and more prevalent. However, disputes arising from the sale and purchase of land have also increased, especially related to the problem of defaults committed by the parties to the agreement. Even after someone dies, land is still needed as a final resting place. This shows the very vital role of soil in the sustainability of human life. Therefore, the desire to own and rule over a land has become commonplace in society. However, this desire often causes conflicts, especially when there is an agreement between the related parties or more and between one of the parties involved responds with obligations that are not fulfilled in the previously agreed agreement (Sandrawati *et al.*, 2019).

Land played a very important role, until Jean Jacques Rousseau included the ownership of land by the people as an element in his theory of the social contract (Perangin-angin, 2021). As a living being, every human being certainly has various needs. In order to meet these needs, both primary, secondary, and tertiary, humans will try in many ways. One of the efforts that can be involved is through making agreements. In the context of civil law, agreements play a very crucial role because they can provide legal certainty for the parties involved. If there is a dispute in the future, the content of the agreement that has been agreed upon in advance can be used as a reference for its settlement (Paramitha *et al.*, 2019).

The increasing human need for land for various purposes requires optimal steps in its use and buying and selling activities, while still considering the carrying capacity of the land and environmental sustainability (Br. Sitepu *et al.*, 2020). Buying and selling is a form of agreement/agreement that is common in life. From a legal perspective, an agreement is explained in Article 1313 of the Civil Code (KUHPERDATA) "An agreement is an act by which one or more people bind themselves to one or more other people". "In order for an agreement to have legal force and be binding on the parties who make it".

According to (Paendong & Taunaumang, 2019) It is explained that violations of the content of agreements previously agreed upon by the parties are often seen as equivalent to violations of the law, so that they can cause legal consequences in the form of sanctions. In other words, anyone who violates the agreement will be subject to the penalties as stipulated in the provisions of the law. In civil law, this condition is known as default, which is the debtor's failure to carry out achievements due to negligence or intentionality. In the financial context, default is also defined as failure to meet payment obligations or known as "default", which indicates the debtor's inability to fulfill obligations as agreed in the debt and receivables contract, including non-payment of installments or violating the provisions of the credit agreement.

According to (Hertanto & Djajaputra, 2024) explains that a contract or agreement is a legal action that can give rise to, change, or remove rights, as well as create a legal relationship between the parties involved in it according to Herlien Budiono's opinion. This agreement produces legal consequences in accordance with the wishes of the parties. In the business world, agreements have a crucial role because they not only stipulate the rights and obligations of each party, but also become the main basis for the implementation of various forms of transactions. One of the most common examples is a sale and purchase agreement, which serves to provide legal protection between the two parties, minimize potential disputes, and increase mutual trust in the transaction process. According to (Hapdi *et al.*, 2023) In the Indonesian civil law system, the provisions regarding buying and selling are regulated in detail and systematically and can cause legal consequences for the perpetrators, as stated in Book III of the Civil Code (KUHPERDATA), which is a translation of *Civil Code for Indonesia*. One of the important articles that regulates the sale and purchase agreement is Article 1457 of the Civil Code (KUHPERDATA). The article states that "Buying and selling is an agreement, with which one party binds himself to deliver an item, and the other party to pay the price that has been promised".

In the sale and purchase agreement, there are two main elements that must be fulfilled, namely goods and prices. Both the acting seller and the acting buyer must reach an agreement on the price agreement and the object on the agreement. It is said to be valid if both parties agree on the price of the goods sold, which indicates a valid agreement and can be legally accounted for. The term buying and selling describes an action that, on the one hand, is referred to as a sale, while on the other side it is referred to as a purchase (Afkarina, 2020). The consensual nature of the sale and purchase agreement is affirmed in Article 1458 of the Civil Code (KUHPERDATA) which reads: "The sale and purchase is considered to have occurred between the two parties immediately after they reach an agreement on the goods and prices, even though these goods have not been handed over or the price has not been paid" (Subekti, 1995).

According to (Rahmadian, 2024) There are no regulations that explicitly govern the classification of the forms of agreements and agreements in sale and buy. However, in general, there are two forms of sale and purchase agreements, namely having written and unwritten forms. An unwritten sale and purchase agreement is simply carried out through an agreement between the parties, then followed by the payment process and delivery of goods. Meanwhile, written agreements and sale and purchase agreements are made officially and legally by the parties involved, either in the form of authentic deeds and can also be in the form of deeds under hand. According to (Nusa et al., 2023) It is also explained that in practice, the land sale and purchase agreement is generally stated in the form of an authentic deed prepared by a notary, so that the document, namely the Deed of Sale and Purchase Agreement, has perfect legal proof. If reviewed from the research by concluding that the oral land purchase and sale agreement remains valid and legally binding. If one of the parties defaults, the act can be considered unlawful, as long as it is supported by evidence and witnesses that convince the judge (Rois, 2022).

In practice, the land buying and selling process does not always go smoothly. Sometimes unexpected problems arise, and often they only become visible later. No matter how great an agreement is drafted, it is still possible that there are weaknesses that can later be used as a basis for putting forward reasons or defenses when a dispute occurs (Basuki, 2019). Problems that were not anticipated in advance may arise, and are generally only revealed at a later date. Even if the agreement has been drafted as well as possible, there is still a possibility that there are shortcomings that can be used as a gap by one party to present reasons or defend themselves in the event of a dispute (Dewanto, 2022). The act of breaking a promise in a sale and purchase agreement is referred to as default, default can be interpreted as a failure to fulfill obligations in the sale and purchase agreement can occur in various forms, such as the delivery of goods that do not comply with the provisions, delays in the delivery process, or the inability of the buyer to pay on time. According to (Ambarwati, 2024) explained that the term default was originally born from the Dutch language and can be translated as a bad achievement. Based on the provisions of Article 1238 of the Civil Code (KUHPPerdata) related to default or injury to promises, it is stated that: "The debtor is negligent, if he by a warrant or by a similar deed has been declared negligent, or for his own sake, that is, if this stipulates, that the debtor shall be deemed negligent by the expiration of the specified time".

In a legal case in accordance with Decision Number 840/Pdt.G/2023/PN Mdn, the Medan District Court in North Sumatra Province, which has the right to examine and decide civil cases in the first degree classification, explained that there was a case of criminal default (Breach of Promise) with the plaintiff on behalf of M. R. Aulia with the opponent/defendant on behalf of Hj. Darmaya, H. Zulkarnaen, and also defendant T. Y. Putri. By sitting the case where this case began with an agreement and agreement on the sale and purchase of land between the plaintiff/plaintiff (with the initials H) and the defendant (with the initials A). H has paid in full the price of the land worth Rp250,000,000.00 and has occupied and controlled the land since 2017. However, a did not hand over the land title certificate as promised in the agreement, despite being reminded repeatedly. As a result of this negligence, H felt materially and immaterially harmed, and sued A on the basis of an act of default.

The authorized institution, the Medan District Court in terms of its decision stated that A had behaved for his acts of default and his unlawful acts because he did not fulfill his obligation to submit a certificate and had sold the same land object to another party. The court ruled that A handed over the certificate to H and canceled the transaction on the sale and purchase agreement agreed with a third party. In addition, A is also required to pay material damages of IDR 250,000,000.00 and immaterial damages of IDR 50,000,000.00. The problem in this case arises when the seller does not fulfill his obligations as stated in the agreement, namely handing over the land certificate to the buyer, and reselling the land to a third party. These actions not only cause material and immaterial losses for the buyer, but also indicate an element of default.

The urgency of this case study is highly relevant given the growing prevalence of non-formal land sale and purchase practices in society, which often leads to legal disputes or unclear land ownership status. This is increasingly significant because land transactions that are not legally registered or properly executed can undermine the legal rights of the parties involved, leading to legal uncertainty in the community. However, with the growing complexity of land sale and purchase transactions especially involving corporate actors, digital documentation, and third-party financing questions arise about the adequacy of the Civil Code (KUHPPerdata) in addressing these developments. Although the Civil Code (KUHPPerdata), particularly Articles 1238 and 1243, provides a general legal framework for defaults and compensation, it was drafted under a vastly different socio-economic context. As such, it may no longer fully capture the legal dynamics and practical challenges of modern land transactions, especially regarding proof of good faith, risk allocation, and enforcement. A critical analysis is needed to assess if additional regulations or judicial interpretations have sufficiently addressed these gaps.

## 2. Method

This research applies normative juridical methods with a qualitative approach as a basis for analyzing the legal problems raised. According to (Moleong, 2017), The qualitative method is defined as a series of procedures in research that produce descriptive data in the form of words in writing or orally referring to the individuals and activities that are observed. In normative juridical research, the case approach serves as a bridge between abstract legal norms and real-life legal practice. By analyzing court decisions, researchers can observe how legal norms are interpreted and applied in actual cases, particularly how judges assess agreements and breaches (defaults) in land sale transactions. This approach enables normative studies to reach the dimensions of legal reality, as it goes beyond theoretical analysis and engages with how law operates in practice. As states by (Soekanto, 2010), The normative juridical method is used to examine the legal provisions that are offensive related to agreements, especially in the context of sale and purchase and default, by viewing it as a reference to legally applicable laws and regulations.

This approach focuses on the study of written legal documents, such as statutes, expert doctrines, and court rulings, in order to understand the legal principles underlying a case. In practice, the normative juridical approach allows the author to examine how a legal norm is applied in a concrete case, by analyzing the content and substance of the law through descriptive and interpretive methods. The technique adopted in data collection in this study is carried out by involving the secondary legal sources including academic books, journal articles, legal commentaries, and expert opinions are used to interpret, clarify, and critique the provisions found in primary sources, while also offering theoretical and comparative perspectives. The methods used to interpret the articles in the Civil Code (KUHPPerdata) are systematic and teleological interpretation. Systematic interpretation considers the relationship with other legal norms, while teleological interpretation focuses on the legislator's purpose of ensuring justice and protection of rights. Judges often combine both methods to suit the concrete case context. 3 things are used in legal materials:

1. Primary legal materials, which include laws and regulations such as Laws, Government Regulations (PP), Presidential Regulations (PerPres), and Ministerial Regulations (PerMen) as the main legal basis.
2. Secondary legal materials, in the form of legal literature that explain or interpret that refer to primary legal materials, can be in the form of books resulting from the work of legal experts who are experts in their fields.
3. Tertiary legal materials can be interpreted as supporting sources that explain or produce directions that refer to primary and secondary legal materials, such as scientific journals, legal articles, or sources from online media. The use of these three types of legal materials is intended to produce results for a complete and in-depth picture of the legal problems being studied.

This study constructs its legal arguments by integrating primary sources, such as the Indonesian Civil Code (Burgerlijk Wetboek), regulations, and court decisions, with secondary sources. These primary sources provide the foundation for analyzing the validity and legal consequences of land sale agreements, particularly in breach of contract cases. As noted by (Marzuki, 2017), combining both types of sources is essential for developing sound and academically rich legal arguments, ensuring the analysis goes beyond doctrinal discussion. The main data source in this study was obtained from the official website of the *Directory of Decisions of the Supreme Court of Republic Indonesia* and can be accessed at: (<https://putusan3.mahkamahagung.go.id>), using the Medan District Court Decision Number 840/Pdt.G/2023/PN Mdn as the object of the case study.

### **3. Analysis and Results**

#### **3.1. Overview of Object of Dispute**

In this case, the object in dispute is a piece of land and a building located on Jalan Suka Eka No.6/14, Suka Maju Village, Medan Johor District, Medan City. The land has an area of approximately 521 square meters and is recorded in the name of Defendant I based on the Certificate of Ownership (SHM) Number 705/Suka Maju, which was recorded on March 25, 1997. This certificate also refers to Survey Letter Number 11709/1996 dated October 18, 1996. Based on the information in the certificate, the land boundaries are: To the North directly adjacent to the permanent walled land along  $\pm 15$  meters; To the south, it is bordered by Jalan Eka Suka along  $\pm 15$  meters; To the east it is bordered by a permanent walled land  $\pm 34.5$  meters long; To the west it is bordered by a permanent walled land  $\pm 35$  meters long.

Nevertheless, the results of the on-site direct inspection show that the physical boundaries in the field differ from those listed in the certificate. The actual boundaries are as follows: The North is directly adjacent to Jalan Suka Eka along  $\pm 15$  meters; The south is directly adjacent to the land belonging to Hotben Napitupulu along  $\pm 15$  meters; The east is directly adjacent to Abdurahman's land along  $\pm 34.5$  meters; The west is bordered by a  $\pm 35$ -meter-long vacant land.

#### **3.2. Legal Arrangements Related to Land Sale and Purchase Agreements**

In general, the legal basis of a sale and purchase agreement is regulated in the Civil Code (KUHPerdata), especially Article 1457, which states: "Sale and purchase is an agreement by which one party binds himself to deliver an item and the other party to pay the price that has been promised". Before an agreement is reached, there is usually a bargaining process, which serves as a marker of the beginning of a binding agreement (Sihotang et al., 2023).

In an agreement, there is also a legal relationship that is created. This legal relationship will only arise if it involves two or more people; If only one party is involved, then no legal relationship will be established (Ginting, 2022). Selling and buying land as the object of the agreement has a special legal status because it concerns immovable objects. Therefore, the process of selling and buying land should not be enough based only on ordinary oral or written agreements, but must meet certain formal requirements. In this regard, land buying and selling activities must be carried out in writing and proven through an authentic deed called a Sale and Purchase Deed (AJB), which is made by the Land Deed Making Officer (PPAT). This aims to ensure that the transfer of land ownership rights can be legally registered with the National Land Agency (BPN).

In accordance with the provisions of Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, it is stated: "The transfer of land rights due to buying and selling, bartering, grants, income in the company and other similar means, can only be registered if it is proven by a deed made by the authorized PPAT in accordance with the provisions of the applicable laws and regulations". The Sale and Purchase Preliminary Agreement (PPJB) is made as a preliminary agreement that aims to bind the parties before the Sale and Purchase Act (AJB) is made. The Sale and Purchase Binding Agreement (PPJB) is

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prepared as a form of initial agreement intended to bind the parties before the implementation of the making of the Sale and Purchase Deed (AJB) (Azka and Hermono, 2021). The existence of AJB is very important in providing legal certainty and protection of land ownership rights. Without an AJB, buyers will have difficulty registering land in their name, and have the potential to experience legal problems in the future.

However, the legal principles of agreement in the Civil Code (KUHPerduta) still apply to the sale and purchase of land, such as the principle of consensualism (a valid agreement due to agreement), the principle of freedom of contract, and the principle of good faith. States that: "Basically an agreement does not need to be made in writing to be considered valid, it is enough that there is an agreement between the parties. However, for the sake of proof, an agreement regarding immovable objects such as land should be made in writing." (Subekti, 1995). This shows the importance of protecting the parties who transact, especially in strategic objects such as land. Therefore, agrarian law as a *lex specialis* is a complement to general civil law. In practice, the form of a land sale and purchase agreement can be in the form of: Under-handed agreement, which is an event that is carried out without involving a notary or PPAT; Agreements through a notary, which are legally stronger but not yet valid for the registration of land rights; The agreement is through the PPAT deed, which has full legal force and is a mandatory requirement for registration of transfer of rights at BPN.

If there is a dispute in the sale and purchase of land, there is a settlement mechanism regulated in the civil procedure law. In the early stages, non-litigation efforts such as mediation and negotiation can be made. If it does not yield results, one of the parties files a lawsuit to the authorities such as the District Court within the scope of the place where the land object is located. In the trial process, the judge will assess the validity of the agreement, the validity of the documents, and the implementation of the rights and obligations of the parties. After the decision, there are also further legal remedies such as appeal, cassation rights, and review based on the provisions in Law Number 48 of 2009 concerning Judicial Power. A similar case was found in the study related to the Deed of Sale and Purchase Agreement which was used as collateral to the Bank by (Siregar et al., 2020) states that The sale and purchase agreement for an object that is still bound by a bank guarantee is valid, but must be clearly explained about the condition of the object and the conditions if the object being sold is executed by the bank.

### **3.3. Legal Consequences for the Defendant Due to the Land Sale and Purchase Agreement in Case Number 840/Pdt.G/2023/PN Mdn**

A Land Sale and Purchase Agreement is an agreement between a prospective seller and a prospective buyer with an object in the form of land rights, such as Property Rights, Business Use Rights, Building Use Rights, or Use Rights (Salsabila, 2021). According to Article 1457 of the Civil Code (KUHPerduta), an agreement on sale and purchase can be classified as a form of agreement. In this provision, it is emphasized that buying and selling in the Civil Law system is obligatory, which is only creating a relationship between the rights and obligations that exist between the related parties. A sale and purchase agreement according to the Civil Law means that it has not caused a transfer of ownership; The title will only be transferred if it has been legally transferred or delivered (Soimin, 2004).

Default occurs when the performance promised in an agreement is not fulfilled according to the agreement (Silado & Syailendra, 2023). In civil law, default refers to the failure of one of the parties involved to realize an obligation that has previously been agreed upon in an agreement. In this case, Defendants I and II, namely Hajjah Darmaya and Haji Zulkarnaen, were proven not to have fulfilled their obligations in handing over their objects of sale, which were in the form of land and buildings, to the Plaintiff, M. Rifqi Aulia. The legal basis governing default refers to Article 1238 of the Civil Code (KUHPerduta), which states that "Everyone who owes a debt to fulfill the achievement may be required to carry out the achievement". In addition, Article 1243 of the Civil Code (KUHPerduta) regulates the obligation to compensate for losses that must be

fulfilled by the party who has committed a default, including losses arising from non-compliance with the agreement.

Previous research by (Pamela et al., 2022) stating that the creditor can make a summons a maximum of 3 times, if the debtor does not heed this, then the case can be brought to court and later the court will determine whether the case is in default or not. The mechanism of legal consequences for the Defendant in this case begins with the identification of the act of default committed. The plaintiff has filed a lawsuit with the Medan District Court to request fulfillment of his obligations and compensation for the losses he has suffered. In its decision, the court gave a statement that Defendants I and II had committed an act of default and punished them to fulfill their obligations according to the agreement, as well as pay compensation to the Plaintiff. If the Defendant does not enforce the judgment, the Plaintiff has the right to apply for execution, which allows for the enforcement of the judgment. The principle of *pacta sunt servanda*, defined as an agreement that has been legally made must be complied with, is an important foundation in this case.

The case also reflects the application of the principle of justice in civil law, where courts seek to provide protection to the aggrieved parties and to ensure that their rights are recognized and respected. By referring to Law Number 2 of 2014 concerning the Notary Position, which regulates the role of notaries in the making of sale and purchase deeds, the importance of notary involvement in the sale and purchase agreement process is also highlighted. In this case, the PPAT and notary were expected to play a vital role in preventing double sales by thoroughly verifying the legality and status of the land. However, in practice, weak verification and lack of due diligence created room for breach of contract. According to Article 37(1) of Government Regulation No. 24/1997, PPAT is obliged to ensure the formal legality of land transactions. As (Marzuki, 2017) asserts, careful and accountable conduct by legal officials is essential to uphold justice in land dealings. This shows that all parties must have an understanding and comply with the provisions of the law that have been in force to avoid future disputes. As for the legal consequences for the defendants: Defendants I and II are obliged to carry out their obligations in accordance with the content of the agreement, namely signing the sale and purchase deed and handing over the land object to the Plaintiff; Defendants I and II are required to make payments for the damages caused to the plaintiff by the defendant due to default. Refund of payments received and Penalties for non-compliance stipulated in the agreement; The defendant is subject to a late fine of Rp. 1,000,000 per day if the defendant does not fulfill his obligations according to the decision. This fine serves as a motivator for the Defendant to immediately carry out his obligations; The Plaintiff can obtain the right from the court to determine the seizure of the Defendant's assets, whether movable or immovable, to ensure the implementation of the judgment. This is relevant to the provisions in Article 224 of the HIR which regulates the confiscation of collateral.

#### **3.4. The Relevance of the Judge's Decision to the Provisions of Civil Law Case Number 840/Pdt.G/2023/PN Mdn**

The judge's decision in case Number 840/Pdt.G/2023/PN Mdn has relevance that is certainly very crucial in the context of civil law, especially related to land buying and selling activities. In his ruling, the judge stated that Defendants I and II, namely Hajjah Darmaya and Haji Zulkarnaen, had committed default by not fulfilling their obligation to hand over the object of sale and purchase to the Plaintiff, M. Rifqi Aulia. This decision is not only a provision in the form of compensation payments to the Plaintiff, but also useful as a reminder for other parties to the agreement to fulfill and obligations that have been previously agreed. The legal basis underlying this decision lies in several provisions contained in Article 1238 of the Civil Code (KUHPerdata) stating that everyone who owes money to fulfill achievements can be asked to carry out these achievements. In this context, Defendants I and II are obliged to hand over the land and buildings to the Plaintiff based on the agreement that has been made. This shows that the agreement that has previously been agreed upon between the two parties must be complied with and realized properly.

According to the provisions of Article 1243 of the Civil Code (KUHPerduta), if one of the parties to the agreement fails to fulfill its achievements, then he is obliged to pay full compensation to the aggrieved party. In this case, the Plaintiff has the legitimacy to claim compensation for the losses suffered due to the Defendant's negligence in carrying out its obligations as agreed. In civil law doctrine, default occurs when a party fails to fulfill contractual obligations without fault or bad intent, while an unlawful act involves intentionally violating someone else's rights. Judges distinguish between the two based on whether the action violates contractual obligations or other legal provisions (Prayogo, 2016). The compensation requested includes both material and immaterial aspects, as a direct result of the default committed. In addition, Article 1365 of the Civil Code (KUHPerduta) is an additional legal basis that strengthens the claim, by emphasizing that every unlawful act that causes losses must be accounted for by the perpetrator. Meanwhile, the principle of *Pacta Sunt Servanda* as stipulated in Article 1338 of the Civil Code (KUHPerduta) emphasizes that all agreements made legally are binding on the parties and must be implemented in good faith.

In its decision, the panel of judges stated that Defendants I and II had violated this principle by ignoring the obligations they had agreed upon. Therefore, the role of judges is very important in ensuring justice and providing legal protection to those who suffer losses by granting the right to compensation. This judge's decision is also relevant to Law Number 2 of 2014 concerning the Notary Position, which in its explanation regulates the role of notaries in the making of sale and purchase deeds. In this case, the notary has made a deed of sale and purchase that is valid and binding for the parties involved. The judge's decision affirmed that the sale and purchase deed must be complied with and that Defendants I and II had been proven to have committed default by not fulfilling their obligations.

#### 4. Conclusion

The research on case Number 840/Pdt.G/2023/PN Mdn provides in-depth insights into the application of civil law in the context of land sale and purchase agreements. In this case, the judge affirmed that Defendants I and II were proven to have committed an act of default by not fulfilling their obligation to hand over the object of sale and purchase to the Plaintiff. This judgment not only provides compensation to the Plaintiff, but also confirms the importance of compliance with the agreed agreement. The legal basis underlying this judgment, including Articles 1238 and 1243 of the Civil Code (KUHPerduta), as well as the principle of *Pacta Sunt Servanda*, shows that each party involved in the agreement has a responsibility to fulfill their obligations. To prevent similar cases, additional legal protections include requiring land certification before transactions, strengthening the role of notaries in document verification, and imposing strict sanctions on those selling uncertified land. These measures are expected to reduce land dispute risks.

The principle of *Pacta Sunt Servanda* was clearly used as a normative foundation in this case, as the court emphasized the binding nature of the agreement and the Defendants' obligation to fulfill it. This principle, rooted in Article 1338 of the Indonesian Civil Code (KUHPerduta), asserts that a valid contract has the force of law between the parties. Its application here not only reinforces doctrinal consistency in civil law but also strengthens public trust in the judiciary's role to uphold legal certainty and contractual accountability. Thus consistent enforcement of this principle enhances the credibility of the civil justice system and promotes legal compliance. The relevance of this decision is not only in this case, but has a wider impact on the practice of civil law in Indonesia. With this ruling, it is hoped that there will be an increase in awareness among the public about the importance of fulfilling obligations in the agreement and the legal consequences that can arise from default. Overall, the study confirms that the law that must be enforced in a fair and consistent manner in default cases is essential to maintain trust in civil transactions, as well as to create a legal climate conducive to economic growth and the protection of individual rights. The judge's decision in this case is a clear example of how the law can function as a tool to achieve justice and legal certainty in society.

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