

LEGAL FORCE OF BINDING SALE PURCHASE AGREEMENT RELATED TO BREACH OF PERFORMANCE AND LEGAL CERTAINTY FOR THE PARTIES (STUDY OF MEDAN DISTRICT COURT DECISION NUMBER 45/PDT.G/2023/PN.MDN)

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Abstract

Transfer of land and building rights can be obtained through a legal act of sale and purchase that can be initiated by a PPJB made before a Notary so that the PPJB is essentially an authentic deed that has perfect evidentiary force. However, although the PPJB has often been used by the parties as the basis for the sale and purchase transaction, in practice it still often causes problems because one of them is proven to have committed a breach of contract in the implementation of the PPJB which can be seen in the case in Decision Number 45 / Pdt.G / 2023 / PN.Mdn. The formulation of the problem in this thesis is how is the legal basis for the use of PPJB in regulating the sale and purchase of land and buildings in Indonesia, how is the legal force of PPJB related to the breach of contract carried out by one of the parties in providing legal certainty for the parties, and how is the analysis of the judge's considerations and decisions in civil cases in Decision Number 45 / Pdt. G / 2023 / PN.Mdn. The method used in this research is a juridical-normative research method using primary data and secondary data with interview methods, a statutory regulatory approach, and a case approach, and in drawing conclusions, deductive reasoning is used, namely by thinking fundamentally about general matters and then drawing specific conclusions. The results of this thesis research are that the legal basis for the use of PPJB in regulating the sale and purchase of land and buildings in Indonesia is not contained in the Civil Code but comes from the customary law of Notaries/PPAT based on the principle of freedom of contract, its use is carried out in cases where the signing of the AJB cannot be done before the PPAT, the legal force of the PPJB related to default by one of the parties is if the PPJB is made before a Notary, then the PPJB has strong legal force so that if there is a condition of default because one of the parties does not fulfill its obligations in the PPJB, then the PPJB still has legal force to be implemented, and the considerations and decisions of the Panel of Judges in Decision Number 45/Pdt.G/2023/PN.Mdn which stated that the Defendant was in default in the implementation of the PPJB were appropriate because the considerations were in accordance with the provisions of laws and regulations and the theory of legal certainty so that the PPJB has binding legal force and has provided legal certainty.

Keywords: Legal Power, PPJB, Default

INTRODUCTION

Land and buildings are a primary need for everyone besides clothing and food. The existence of land and buildings is a necessity because most of the Indonesian people still rely on land as a livelihood and carry out economic activities that are agrarian in nature such as agriculture, and building construction is very important in supporting the continuity and improvement of community life.¹ Acquisition of rights to land and buildings can go through several processes, either through inheritance, grants, buying and selling, and so on.

The transfer of rights, one of which is based on a sale and purchase, is based on an agreement which according to Subekti is "an event where a person promises to another person or where two people promise each other to carry out something".³ in this case the object being traded is for example land and buildings. A sale and purchase is "a legal act of

transferring rights forever from the seller to the buyer and payment of the price, either in whole or in part, by the buyer is made with clear and cash conditions".⁴ Based on the provisions in Government Regulation Number 24 of 1997 concerning Land Registration (hereinafter referred to as the PP on Land Registration), it is determined that "the sale and purchase of land must be proven by a deed made by and before the Land Deed Making Officer (hereinafter referred to as PPAT), as stated in Article 37 Paragraph (1) of the PP on Land Registration".

Based on the provisions in the Civil Code (KUHPerdara), basically everyone is free to enter into any agreement, whether in form, content, name or to whom the agreement is addressed.⁶ One of the agreements that is very often and commonly made by the public is the Sale and Purchase Agreement (hereinafter referred to as PPJB) which contains promises to make a sale and purchase if the necessary requirements have been met.

The stages of the buying and selling process can be said to be quite long, namely the payment of sales tax, purchase tax, income tax paid by the seller on the transfer of land and/or buildings, physical check of the original land certificate, signing of the sale and purchase deed, validation and so on.⁹ However, obstacles can also occur, for example the status of the object is still guaranteed or pledged at the bank or the object of the sale and purchase is still in the process of splitting the certificate and so on, so that the Notary provides a solution, namely making a binding agreement between the buyer and seller, in this case known as PPJB.¹⁰

The stages of buying and selling land and buildings carried out before a Notary/PPAT can begin with the making of a PPJB by a Notary as the basis for an agreement to carry out the sale and purchase of the land and buildings. PPJB has legal force and can be said to be valid, has binding force, and gives rise to legal rights and obligations if it has fulfilled the requirements for a valid agreement referring to Article 1320 of the Civil Code. Furthermore, in essence, PPJB is a basis for an agreement between the seller and the buyer on the object agreed upon with the ultimate goal is to provide legal certainty.

LITERATURE REVIEW

Procedures for Utilizing Land and Building Sale and Purchase Agreements (PPJB) in Transfer of Land and Building Rights in Notary/Land Deed Official (PPAT) Practices in Indonesia

In practice, one of the requirements for the object of sale and purchase is that the rights to the land and building to be sold are rights to the land that are legally owned by the seller, as evidenced by the existence of a land and building certificate or other legal evidence of the existence of such rights and are not in dispute with other parties and so on, while the subject of the sale and purchase includes the seller must have legal standing of ownership of the rights to the land and building to be sold.

This situation is usually detrimental and unprofitable for both the seller and the buyer, namely the loss suffered by the seller who delays selling his land and buildings before the sale and purchase requirements are met and also the delay in getting money from the sale of his land and buildings and the loss for the buyer is the delay in the desire to obtain rights

to the land and buildings that will be purchased. The smoothness of the land administration process and avoiding losses as described above, then a legal breakthrough emerged which until now is still being carried out in transactions, namely the creation of PPJB, although its contents already regulate the sale and purchase of land and buildings, but its format is only limited to a sale and purchase agreement, namely a form of agreement which is or can be said to be a preliminary agreement before the actual sale and purchase agreement is made. 82 Furthermore, although in practice PPJB has often been used, it turns out that PPJB only uses the general principles of agreements regulated in the Civil Code or in other words has never been regulated in laws and regulations relating to rights to land and/or buildings so that it is based on the provisions of Article 1338 of the Civil Code.

Definition and Legal Basis of Land and Building Sales and Purchase Agreement (PPJB)

Generally, PPJB contains promises that must be fulfilled first by one or both parties before the main agreement can be made which is the final goal of the parties. These promises can of course vary, for example, for the sale and purchase of land and buildings before the PPAT, the sale and purchase price must first be paid in full.⁹¹ There may also be a situation where the seller whose land and building certificate is in the process of being transferred to the National Land Agency, but the seller intends to sell the land and building. In order to overcome this, a PPJB is made as a preliminary agreement temporarily until the requirements for the main agreement are met, namely the AJB before the PPAT who is authorized to make it.

Background of Utilization of Land and Building Sales and Purchase Agreement (PPJB)

According to the provisions of Civil Law, the sale and purchase of land and buildings will be deemed to have occurred with the reaching of an agreement between the seller and the buyer because the sale and purchase has a consensual nature as stipulated in Article 1458 of the Civil Code which states that "the sale and purchase is deemed to have occurred between the seller and the buyer when both parties have agreed on the price and condition of the goods being traded". However, even though the sale and purchase has occurred, the rights to the land and buildings sold will only be transferred to the buyer by carrying out another legal act called "juridical transfer" as stated in Article 1459 of the Civil Code which states that "ownership of the goods sold does not transfer to the buyer as long as the goods have not been delivered".⁹⁶ Based on the description above, according to Civil Law, a legal event in the form of a sale and purchase has occurred with the reaching of a consensus or agreement between the parties which is then followed by the transfer of rights that actually occurs if the transfer of rights has been carried out legally to provide legal certainty.

Valid requirements for Land and Building Sale and Purchase Agreement (PPJB)

Agreements are generally not bound by a particular form so that agreements can be made either verbally or in writing. For certain agreements, Constitutiondetermine the shape certain conditions, so that if this form is not complied with, then the agreement is

invalid. Thus, an agreement in written form according to law is not merely a means of proof, but is a legal condition for its existencean agreement.

Private PPJB refers to the provisions of Article 1874 of the Civil Code, private writing is "deeds signed privately, letters, registers, letters, household matters, and other writings made without the mediation of a public official." Private writings or also known as private deeds are made in a form that is not specified by law and without intermediaries or not before an authorized public official.

In contrast to authentic deeds which have perfect force, private deeds do not have strong evidentiary force. This means that private deeds are free as long as the parties acknowledge them or there is no denial from one of the parties. If the parties acknowledge them, then the private deed has perfect evidentiary force as an authentic deed. If one of the parties does not acknowledge them, the burden of proof is transferred to the party denying the deed, and the assessment of the denial of the evidence is transferred to the judge.¹¹⁰ Furthermore, reviewed with the provisions in Article 37 Paragraph (1) of PP Number 24 of 1997 which stipulates that "land sales and purchases must be proven by a deed made by and before a PPAT" so that private PPJB cannot be used as a basis for transferring rights to land and buildings.

Principles of Land and Building Sales and Purchase Agreement (PPJB)

An agreement has conditions in order to be valid so that the agreement also has principles. Which become its focus. Contract law is certainly built on legal principles. Mariam Darus states that "the legal system is an integrated collection of legal principles, thus showing that substantively the legal principle of agreement is a fundamental thought about truth to support legal norms and/or become a legal element of a contract law system".

The principle of freedom of contract is an important principle in making PPJB so it can be said that this principle is the most important principle that must be fulfilled. The principle of freedom of contract or *pacta sunt servanda* is regulated in the provisions of Article 1338 Paragraph (1) of the Civil Code which reads "All agreements made legally are valid as law for those who make them".

Understanding Notaries and Land Deed Making Officials

Based on the provisions of Article 1 Number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, a Notary is a "public official who is authorized to make authentic deeds and has other authorities as referred to in this law or based on other laws". The role of a Notary is very important in the process of making legal documents, property transactions, business agreements, legal representation, and various other aspects that require legal validity and certainty.

Notaries can be said to be government employees who do not receive salaries from the government, Notaries are retired by the government, but do not receive pensions from the government. Therefore, not only Notaries must be protected but also their consumers, namely the community that uses Notary services. Notaries as public officials, in the sense of having authority with exceptions, by categorizing Notaries as public officials, in this case

the public which means law. Notaries as public officials do not mean the same as public officials in the government sector who are categorized as state administrative bodies or officials, this can be distinguished from the products of each public official.

Rights, Obligations, and Authorities of Notaries and Land Deed Officials

A notary is “a public official who makes authentic deeds, so it is important for a notary to understand the provisions regulated by law so that the general public who do not understand the rules of law can understand them correctly and not do things that are contrary to the law”.¹⁴¹ The position of a notary is based on trust between the notary and the party using his services.

Prohibition for Notaries and Land Deed Officials

In addition to Notaries as public officials who make authentic deeds, PPATs as public officials are authorized to make deeds of transfer of land rights, encumbrances of land rights, and other deeds regulated by applicable laws and regulations and assist the Head of the Land Office in carrying out land registration by making deeds that will be used as the basis for registering changes to land registration data in carrying out their main duties and authorities have prohibitions as regulated in the PP PPAT.

Understanding of Default in Land and Building Sale and Purchase Agreements

Default is "a condition where the obligations as stipulated in the agreement made between the seller and the buyer are not fulfilled and/or neglected to carry out". A party is said to be negligent when and if he does not fulfill his obligations or is late in fulfilling them but not as agreed. According to Subekti in Djaja S. Meliala, "default is a condition where the obligations as stipulated in the agreement and/or agreement are not fulfilled, the obligations in an agreement are not fulfilled".

Form of Default on Land and Building Sales and Purchase Agreement (PPJB)

According to Ahmadi Miru, "breach of contract can be in the form of an act of not fulfilling the contract at all, the contract being carried out imperfectly, being late in fulfilling the contract, and/or doing something that is prohibited in the agreement.

Legal consequences of default on the Land and Building Sales and Purchase Agreement (PPJB)

Some legal consequences for someone who commits a breach of contract are, for example, the injured party can request an implementation of the agreement, even though this implementation agreement is late, the party who feels aggrieved can only request compensation, namely the amount of the loss suffered.¹⁶⁰ The party who feels aggrieved can demand the implementation of the agreement accompanied by compensation for a loss accompanied by it as a result of the late implementation of the agreement in the case of an agreement that places reciprocal obligations, the negligence of one party gives the other

party the right to ask the judge to cancel the agreement, accompanied by a request for compensation.

Legal Power of Land and Building Sale and Purchase Agreement (PPJB) as a Preliminary Agreement Regarding Default and Providing Legal Certainty to the Parties

Acquiring rights to land and buildings requires a certain mechanism process, for example obtaining the acquisition from grants, inheritance or buying and selling, etc. A notary who is a public official who has the authority to make authentic deeds will make authentic deeds as long as the parties wish

The background to the birth of PPJB is due to the practical needs of the community in carrying out legal acts of sale and purchase which function as an initial agreement or preliminary agreement that provides confirmation to carry out the main agreement and complete a legal relationship if the matters agreed upon in the PPJB have been fully implemented, has the advantage of being able to accommodate agreements from the parties even though there are conditions and obstacles and also has the disadvantage of not being able to be used as a basis for making land certificates or the process of changing the name of land or building certificates because every PPJB must be followed by an AJB before the PPAT.

Legal Power of the Land and Building Sales and Purchase Agreement (PPJB) as an Authentic Deed in the Event of Default and Providing Legal Certainty to the Parties

One form of PPJB is PPJB in the form of an authentic deed made before and/or by a Notary. PPJB in the form of an authentic deed is a PPJB that has strong and perfect legal force of evidence and can be legally or juridically accounted for because it is made by or before a public official, in this case a Notary.

Legal Force of Land and Building Sales and Purchase Agreement (PPJB) Related to Default and Providing Legal Certainty to the Parties Based on the Theory of Legal Certainty, Theory of Legal Protection, and Theory of the Binding of the Agreement

METHOD

This research employs a juridical-normative method to analyze the legal aspects of the transfer of land and building rights through a Sale and Purchase Agreement Deed (PPJB) in Indonesia. The study aims to examine the legal basis for using PPJB, its legal force in cases of breach of contract, and the judge's considerations in Decision Number 45/Pdt.G/2023/PN.Mdn.

A juridical-normative research design was chosen as it focuses on analyzing laws, regulations, and legal principles related to PPJB. This approach is supported by primary and secondary data to comprehensively evaluate legal certainty in PPJB transactions.

Primary data were obtained through interviews with legal practitioners, notaries, and experts in land and building transactions. Secondary data consisted of statutory regulations, court decisions, legal literature, and previous research studies relevant to the topic.

The data analysis was conducted using a statutory regulatory approach and a case approach. The statutory regulatory approach examined legal provisions governing PPJB, while the case approach analyzed the judicial reasoning and decisions in Decision Number 45/Pdt.G/2023/PN.Mdn. A deductive reasoning method was applied, moving from general legal principles to specific conclusions regarding the enforceability of PPJB.

This study adheres to ethical research standards by ensuring informed consent during interviews, maintaining confidentiality of sources, and complying with legal and academic integrity principles. The research findings aim to provide a well-grounded legal analysis to enhance understanding and legal certainty in PPJB transactions.

RESULTS AND DISCUSSION

Judge's Considerations and Decisions Regarding the Legal Force of the Sale and Purchase Agreement in Providing Legal Certainty for the Parties in Decision Number 45/Pdt.G/2023/PN.Mdn

Position Case in Decision Number 45/Pdt.G/2023/PN.Mdn

Position Case in Decision Number 45/Pdt.G/2023/PN.Mdn is this case began on December 10, 2015, Ungkap Aritonang died and left 4 (four) heirs, namely the Plaintiffs and Husein Faras Aritonang (a minor). During his lifetime, the late Ungkap Aritonang had purchased land and buildings belonging to the defendants based on a sale and purchase agreement Number 157, dated July 31, 2015 which was made before Adi Pinem as Notary/PPAT with the object of the agreement being land and buildings with a certificate of ownership Number 227, Measurement Letter dated August 29, 1996 Number 9069/1996 which was recorded and registered in the name of Syafruddin Nataly at the Medan City Land Office. In the PPJB, the late. Revealed Aritonang has paid in full the object of the agreement in the form of land and buildings worth Rp 200,000,000.00 (two hundred million rupiah) in cash to Syafruddin Nataly and the PPJB serves as legal proof of receipt of money between the late Revealed Aritonang and the Defendants.

Considerations of the Panel of Judges in Decision Number 45/Pdt.G/2023/PN.Mdn

The considerations of the panel of judges in examining, trying and deciding this case are as follows:

based on the photocopy evidence of Certificate Number: 227 of North Sumatra Province, Medan City, Medan Tuntungan District, Tanjung Selamat Subdistrict, Name of Rights Holder: Syafruddin Nataly, is an authentic deed from the rights holder of an immovable object and based on the evidence of PPJB Number: 157, dated July 31, 2015, before Adi Pinem, Notary/PPAT in Medan, which explains the existence of a sale and purchase agreement made between Syafruddin Nataly as the seller and Ungkap Aritonang as the buyer before, the Panel of Judges considers the 2 (two) pieces of evidence made without any coercion from any party so that the maker of the two letters must be declared valid and legally binding and has also fulfilled the valid requirements of an agreement, and therefore deserves to be granted; and

Based on the argument that the Defendants have committed a breach of contract because they did not hand over the PPJB object a quo to the Plaintiffs as the legitimate heirs of Ungkah Aritonang who has died, the Panel of Judges is of the opinion that a breach of contract is a term taken from the Dutch word wanprestatie which means failure to fulfill an achievement or obligation in an agreement. Based on the meaning in KBBI, a breach of contract is a condition where one party (usually an agreement) performs poorly due to negligence.

Verdict in Decision Number 45/Pdt.G/2023/PN.Mdn

The Panel of Judges who examined, tried, and decided Case Number 45/Pdt.G/2023/PN.Mdn are as follows: granted the Plaintiffs' lawsuit in part; declares that according to the law the Plaintiffs are the heirs of the deceased, said Aritonang based on the Declaration of Heirs issued by the Head of Sei Putih Timur II Village, Medan Petisah District, Medan City on December 23, 2015; declares that the Sale and Purchase Agreement No. 157, dated July 31, 2015, made before Adi Pinem, Notary/PPAT in Medan, the land and building referred to in the Certificate of Ownership Number: 227, measurement letter dated August 29 (twenty nine) 1996 (one thousand nine hundred and ninety six) Number: 9069/1996, which is registered and registered in the name of (Doktorandus Syafruddin Nataly) at the Medan City Land Office. The land is 1,194 m² (one thousand one hundred and ninety four square meters) and on the land there is a permanent building and all its accessories, located in the Province of North Sumatra, Medan City, Medan Tuntungan District, committed a breach of contract (breach of promise) because he did not hand over the object of the a quo Sale and Purchase to the Plaintiffs as the legitimate heirs of Ungkah Aritonang, SH who has died / Jl. Flamboyan Dalam Timur; to punish/order Defendant I and Defendant II or anyone who controls, manages/operates and/or occupies/occupies and/or takes advantage/profit from the object of the case, namely the land and building, to leave it voluntarily (volunteir) in an empty and good condition, and if necessary with the assistance of the Republic of Indonesia National Police. To sentence Defendant I and Defendant II to jointly and severally pay a fine (dwangsom) to the Plaintiffs in the amount of Rp. 1,000,000.00 (one million rupiah) per day, for each time they fail to comply with the contents of the verdict, starting from when the verdict is pronounced/read out until it is implemented to the Plaintiffs; sentence the Co-Defendants to comply with the decision in this case; And charge court costs to Defendant I and Defendant II. Furthermore, there are no legal remedies for appeal or cassation against Decision Number 45/Pdt.G/2023/PN. Mdn so that the a quo decision has permanent and binding legal force.

Legal Analysis of Judge's Considerations and Decisions regarding the Legal Force of the Sale and Purchase Agreement in Providing Legal Certainty for the Parties in Decision Number 45/Pdt.G/2023/PN.Mdn

Legal Analysis of Judge's Considerations and Decisions regarding the Legal Force of the Sale and Purchase Agreement in Providing Legal Certainty for the Parties in Decision Number 45/Pdt.G/2023/Pn. Mdn reviewed based on Statutory Regulations

The legal provisions regarding PPJB in the Civil Code are basically not found explicitly, so that PPJB is basically the same as the law of obligations/agreements in the Civil Code where PPJB can be said to originate from the customary law of Notaries/PPAT based on the principle of freedom of contract which provides the broadest possible freedom to legal subjects to enter into agreements containing anything and in any form as long as they do not violate laws and regulations, public order and morality.

Based on the description above reviewed with the case position in Decision Number 45/Pdt.G/2023/PN.Mdn, with the facts, the late. Revealed Aritonang had purchased land and buildings belonging to the defendants based on a sale and purchase agreement Number 157, dated July 31, 2015 made before Adi Pinem as Notary/PPAT with the object of the agreement being land and buildings with a certificate of ownership Number 227, Measurement Letter dated August 29, 1996 Number 9069/1996 which was recorded and registered in the name of Syafruddin Nataly at the Medan City Land Office and had paid in full the object of the agreement in the form of land and buildings worth Rp200,000,000.00 (two hundred million rupiah) in cash to Syafruddin Nataly and PPJB, then the PPJB must be declared valid because the parties have agreed to it so that the PPJB has binding legal force that must be implemented.

Legal Analysis of the Judge's Considerations and Decisions regarding the Legal Force of the Sale and Purchase Agreement in Providing Legal Certainty for the Parties in Decision Number 45/Pdt.G/2023/Pn. Mdn reviewed based on the Theory of Legal Certainty.

According to Hans Kelsen, "the existence of a legal order is more important than justice and fairness itself, which establishes the second great task of law, while the first is equally recognized by all, namely legal certainty, namely order or tranquility".²⁴⁶ Furthermore, according to Hans Kelsen, "legal certainty does not only require the validity of legal regulations made through power, but also demands that all of its contents can be administered with certainty so that they can be implemented".

Normative legal certainty is when rules are designed and enacted with certainty because there are clear and logical rules in them. Clear and unquestionable (multi-interpretable) and logical means that it becomes a system of norms that do not conflict between one norm and another.

Legal certainty refers to the application of law clearly, consistently, and consistently in its implementation, not influenced by subjective matters. Legal certainty and justice are not merely moral demands, they must refer to the characteristics of the law itself. A law that does not have a certain value in it is not simply a bad law.

Legal certainty has 2 (two) meanings, namely "there are general rules regarding things that may and may not be done and there is legal certainty for individuals because individuals have the knowledge to apply what the state may do to individuals".²⁵⁴ Legal certainty comes from the juridical-dogmatic teachings of positivistic thinking with the perspective of law as something independent and autonomous. Law is interpreted as a set of guidelines so that the purpose of law is none other than to guarantee the realization of legal certainty.²⁵⁵ Legal certainty is implemented with laws that are general in nature. The

general nature of law will provide evidence that law does not have a primary purpose in order to realize justice or benefit, to achieve legal certainty.

CLOSING

Conclusion

Based on the description above, the conclusions in this study are:

1. The legal basis for the use of PPJB in regulating the sale and purchase of land and buildings in Indonesia is not contained in the Civil Code but comes from the customary law of Notaries/PPAT based on the principle of freedom of contract. The use of PPJB for land and buildings can be in the form of PPJB paid in full or not paid in full which is used in the event of conditions and obstacles, for example, obstacles in the funds needed to purchase the land and building are not sufficient or the payment of taxes, both Income Tax and Land and Building Acquisition Fees, has not been completed so that the signing of the AJB cannot be done before the PPAT. With the above obstacles, some of the reasons for the use of PPJB in practice are as a preliminary agreement to prepare the main agreement/main agreement that will later be carried out by AJB.
2. The legal force of the PPJB for land and buildings related to default by one of the parties in providing legal certainty for the parties is if the PPJB is made before a Notary, the PPJB has strong legal force and can be legally accounted for because the PPJB made before a Notary as a public official is a preliminary agreement that is also legally recognized as an authentic deed. Furthermore, the PPJB as an authentic deed will have external, formal, and material legal force so that it has implications for the PPJB not requiring additional proof or supplemented with other evidence to support its truth because the PPJB in the form of an authentic deed has perfect legal force of proof. Thus, based on the theory of legal certainty, the PPJB will have legal force if the PPJB has fulfilled and does not conflict with the legal provisions regarding agreements in general in the Civil Code and will have perfect legal force if the PPJB is in the form of an authentic deed and if reviewed based on the theory of the binding force of the agreement, the PPJB agreed upon by both parties will have the basis of binding force and the validity of an agreement or legal force to be implemented.
3. Legal analysis of the judge's considerations and decisions regarding the legal force of the PPJB in providing legal certainty for the parties in Decision Number 45/Pdt.G/2023/PN.Mdn is the consideration of the Panel of Judges in examining, trying, and deciding this case which states that based on evidence of PPJB Number: 157, dated July 31, 2015 which explains the existence of a sale and purchase agreement and made without any coercion from any party must be declared valid and legally binding and has also met the legal requirements of an agreement, and therefore it is appropriate to be granted because the considerations are in accordance with the provisions of laws and regulations so that the PPJB has binding legal force that must be implemented. Furthermore, the Panel of Judges considered the existence of one of the clauses in the PPJB stating that the land and building would be handed over to Ungkap Aritonang no later than July 24, 2016, but until the case was submitted to the court, the Defendants

had not yet handed over the land and building to the Plaintiffs, which constituted an act of default, which was in accordance with the provisions of laws and regulations and the PPJB must be declared valid because the parties had agreed to it and the PPJB had binding legal force to be implemented when reviewed based on the theory of legal certainty so that the PPJB in the case had legal force and had provided legal certainty.

Suggestion

Based on the description above, the suggestions that can be given in this study are:

1. It would be better to establish specific legislation that regulates the basis for the use of PPJB in Indonesia so that there is a legal basis for the use of PPJB that has more legal clarity and does not only refer to the provisions of the agreement as regulated in the provisions of the Civil Code.
2. It is advisable for Notaries to make PPJB in accordance with the provisions of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary and the Civil Code.
3. It is better if the PPJB object is directly handed over by the seller to the buyer if in the case of using a paid-in-full PPJB and the parties before agreeing to the land and building PPJB have considered various obstacles that may be faced and their ability to implement various clauses in the PPJB so that there is no default in the implementation of the PPJB so that repressive efforts must be taken through the courts in the future.

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