

Tinjauan yuridis terhadap pembatalan perjanjian pengikatan jual beli (PPJB) yang dibuat oleh notaris yang telah sesuai dengan wilayah kewenangannya(studi kasus putusan pengadilan negeri Jakarta pusat Nomor 260/PDT.G2002/PN.JKT.PST) = Juridical review towards cancellation of binding sale and purchase agreement made by notary according to its region of authority (case study of central Jakarta state court number 260/PDT.G/2002/PN.JKT.PST)

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Abstrak

ABSTRAK

Kebutuhan masyarakat bermula dari adanya tukar menukar tetapi seiring dengan berjalannya waktu maka lebih disebut dengan jual beli dan itu dilaksanakan dengan perjanjian. Dalam membuat suatu perjanjian maka dibutuhkan kesepakatan para pihak. Kesepakatan menurut hukum adalah kedua belah pihak dalam suatu perjanjian harus mempunyai kemauan yang bebas untuk mengikatkan diri untuk dituangkan dalam akta notaris yang dibuat oleh notaris. Akta otentik dibuat oleh pejabat umum yaitu notaris yang bertujuan untuk mendapatkan kepastian hukum akan akta yang dibuat tersebut. Notaris yang membuat akta tersebut dalam kasus ini adalah notaris yang telah diangkat sumpah dan berwenang membuat akta otentik. Permasalahan yang dibahas oleh penulis mengenai akta yang dibuat oleh notaris yang telah sesuai dengan wilayah kewenangannya akan tetapi hakim membatalkan dengan pertimbangannya bahwa objeknya berada diluar wilayahnya. Maka yang menjadi permasalahan bagaimana keabsahan akan perjanjian pengikatan jual beli yang dibuat oleh notaris yang telah sesuai dengan wilayah kewenangannya? dan bagaimana kekuatan dan kedudukan surat kuasa luas yang telah dibuat oleh notaris?. Penelitian ini adalah penelitian yuridis normatif dengan tipologi eksplanatoris dan preskriptif. Dari hasil penelitian maka diperoleh simpulan adalah akta yang dibuat oleh notaris telah memenuhi ketentuan dalam pembuatan perjanjian pengikatan jual beli (PPJB) antara calon pembeli dengan calon penjual dan keabsahan perjanjian yang dibuat tersebut sah merupakan akta otentik yang telah sesuai dengan peraturan perundang-undangan dan mengenai kuasa kekuatan surat kuasa luas tersebut merupakan surat kuasa yang merupakan satu kesatuan dalam pembuatan perjanjian pengikatan jual beli dimana penjual memberikan kuasa istimewa kepada pembeli untuk melakukan kewajiban daripada pemberi kuasa tersebut dan kuasa luas tersebut juga merupakan akta otentik.

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Abstract

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