Jurnal Darma Agung
Volume: 32, Nomor: 4, (2024), Agustus: 447 - 460
https://dx.doi.org.10.46930/ojsuda.v32i4.4590
P-ISSN:0852-7296
E-ISSN:2654-3915

DISPUTE CASE OF BREACH OF LAND SALE BID

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Abstract

Buying and selling activities generally have various objects, one of which is buying and selling land. In the past, Indonesian people carried out land buying and selling only by mutual agreement. The problem in this study is determining the default in the agreement. Settlement of default disputes in sales agreement disputes in case decision number 151/Pdt.G/2020/PN Skt with Decision No. 532/Pdt/2020/PT SMG. Default occurs when the debtor is considered negligent, which is marked by the passage of time or if there is already a warning letter of negligence from the creditor to the debtor. The warning is given within a reasonable time limit for the debtor to fulfill his/her performance. The debtor is required to pay compensation for the losses suffered by the creditor. In a reciprocal transaction (bilateral), default by one party gives the other party the right to cancel or can also terminate the transaction through a judge. The risk shifts to the debtor from the time of default (Article I237 paragraph 2 of the Civil Code. Settlement of default disputes in sales agreement disputes in case decision number 151/Pdt.G/2020/PN Skt with Decision No. 532/Pdt/2020/PT SMG was resolved through litigation (court) the judge dismissed the plaintiff's lawsuit in its entirety with a default to attend the trial. The trial with the default certainly did not have any objections from the defendant, so the judge decided that the defendant as the seller had committed a default.

Keywords : Agreement, Default, Sale and Purchase, Dispute.

Introduction

In everyday life, business ethics cannot be separated from what is called an agreement. Viewed from the perspective of the Civil Code, an agreement is an act by which one or more people bind themselves to one or more other people. Every agreement in order to be legally binding for the parties who make it must fulfilling the requirements for a valid agreement, which are stated in the provisions of Article 1320 of the Civil Code, namely the need for an agreement between the parties, the capacity to make an agreement, the existence of a specific object, and having lawful power.

Land sale and purchase transactions are carried out with an agreement to provide legal certainty, because land rights, including objects of agreements that are specifically regulated in applicable laws and regulations, where every legal act concerning land rights is bound or must follow the provisions stipulated in the laws and regulations. This

History:
Received : 25 Februari 2024
Revised : 10 Juli 2024
Accepted: 28 Agustus 2024
Published: 31 Agustus 2024

Publisher: LPPM Universitas Darma Agung

means that the party who will carry out legal acts concerning land rights must comply with the legal rules that regulate or relate to the regulation of land rights or in other words, the party who carries out certain legal acts concerning land rights, is not free to do so, but is bound by the legal provisions governing land rights. This is in accordance with the formulation of Article 1457 of the Civil Code: "An agreement by which one party binds himself to hand over an object and the other party to pay the promised price."

Land sale and purchase agreement disputes are one of the problems that often occur in the business world, especially in the property sector. A land sale and purchase agreement is a binding contract between two parties, namely the seller and the buyer, to carry out a land sale and purchase transaction. However, in its implementation, a land sale and purchase agreement can experience disputes or disagreements that require legal resolution.

Case example No. 151/Pdt.G/2020/PN Skt with Decision No. 532/Pdt/2020/PT SMG, the legal problem is about Default Sale and Purchase where the Plaintiff bought two objects with Building Use Rights Certificate No. 55 located in Gayamsari Village, Gayamsari District, Semarang City in the name of MARIA IDA ARIYANI for Rp1,500,000,000 (one billion five hundred million Rupiah) and Ownership Rights Certificate No. 726 located in Kalibanteng Kuon Village, West Semarang District, Semarang City MARIA IDA ARIYANI for Rp4,000,000,000 (four billion Rupiah). The Sale and Purchase has been paid in full as evidenced by the payment receipt signed by the Defendant dated November 20, 2019. That the technical payment of the Sale and Purchase is by considering the Defendant's debt to the Plaintiff of Rp1,900,000,000 (one billion nine hundred million Rupiah) in the debt acknowledgement dated February 17, 2017. After the Sale and Purchase of the two objects was paid off, the Defendant asked for 2 (two) weeks to pay off the Defendant's debt at the bank where the 2 (two) certificates were pledged at the bank. However, after 2 (two) weeks the Defendant had not submitted the two Certificates that had been promised, the Defendant and the Plaintiff had deliberated to resolve the problem, but until the lawsuit was filed the Plaintiff had not given the two Certificates.

In everyday life, business ethics cannot be separated from what is called an agreement. Viewed from the perspective of the Civil Code, an agreement is an act by which one or more people bind themselves to one or more other people. Every agreement in order to be legally binding for the parties who make it must meet the requirements for a valid agreement, which is stated in the provisions of Article 1320 of the Civil Code, namely the need for an agreement between the parties, the capacity to make an agreement, the existence of a certain object, and having lawful power.

Land sale and purchase transactions are carried out with an agreement to provide legal certainty, because land rights, including objects of agreements that are specifically regulated in applicable laws and regulations, where every legal act concerning land

rights is bound or must follow the provisions stipulated in the laws and regulations. This means that the party who will carry out legal acts concerning land rights must comply with the legal rules that regulate or relate to the regulation of land rights or in other words, the party who carries out certain legal acts concerning land rights, is not free to do so, but is bound by the legal provisions governing land rights. This is in accordance with the formulation of Article 1457 of the Civil Code: "An agreement by which one party binds himself to hand over an object and the other party to pay the promised price".

Research Methods

The type of research used is normative juridical. Normative juridical, namely using legal principles and principles in reviewing and practicing problems. The approach used in this research is a qualitative approach, this approach includes three types of approaches, namely, the statute approach, the conceptual approach, and the case approach.

Results and Discussion

Results

Default comes from the original term in Dutch "wanprestatie". Wan means bad or jeek and prestatie means an obligation that must be fulfilled by the debtor in every agreement.

The consequences arising from default are the obligation or requirement for the debtor to pay compensation, or with the existence of default by one party, the other party can sue for cancellation of the agreement. Provisions regarding compensation have been stipulated in Articles 1243-1252 of the Civil Code. From the provisions of this article, it can be concluded that what is meant by compensation is a sanction that can be imposed on a debtor who does not fulfill the performance in an agreement to provide reimbursement of costs. Article 1234 of the Civil Code, determines that every agreement is to to give something, to do something, or not to do something. The agreement that must be carried out is called an achievement. Achievement is something that must be carried out in an agreement. Fulfillment of achievement is the essence of an agreement. The obligation to fulfill the achievement of the debtor is always accompanied by responsibility (*liability*), meaning that the debtor risks his assets as collateral for fulfilling his debt to the creditor. According to the provisions of Article 1131 and Article 1132 of the Civil Code, all of the debtor's assets, both movable and immovable, both existing or which will be a guarantee for the fulfillment of debt to creditors, this type of guarantee is called a general guarantee.

Discussion

A. Types of Achievements and Defaults

According to Satrio (1999) there are three forms of default, including:

1. Does not meet the achievement at all.

   A debtor who has an achievement towards the creditor but does not carry out his performance as agreed. In this case, the debtor has been said to be in default

if it is done consciously or without a condition that forces the debtor to be unable to carry out his obligations.

2. Fulfilling the achievement but not on time.

   As exemplified above, the implementation of the time of performance is an obligation if it has been stipulated in the agreement, where the punctuality determines whether a performance can be said to be a performance in accordance with the creditor's wishes.

3. Meets achievements but does not comply.

   The debtor carries out an achievement but in its implementation the debtor carries out something different from the contents of the agreement. Default has serious consequences for the creditor, so default does not occur by itself, so that a distinction is made between debt with time provisions and debt without time provisions.

The debtor can also be said to be in default if he violates the agreement by doing or doing something that he should not have done. A debtor's default can be of four types, namely:

1. Not doing what he said he would do.
2. Carries out what it promises, but not as promised.
3. Did what it promised but was too late.
4. Doing something that according to the agreement you are not allowed to do.

For negligence or negligence of the debtor, several sanctions or penalties are threatened. There are four types of penalties or consequences for negligent debtors, namely:

1. Paying for losses suffered by creditors or briefly called compensation.
2. Cancellation of the agreement or also called breaking the agreement.
3. Risk transfer.
4. Pay court costs, if the case is brought before a judge.

In addition to the sanctions above, when a default occurs, the creditor can still demand fulfillment of the agreement from the debtor. However, it should be noted that the fulfillment of the agreement is not a sanction for default, because it is indeed the debtor's ability. This is regulated in Article 1267 of the Civil Code which states:

"The party who feels that the agreement has not been fulfilled may choose whether he, if this can still be done, will force the other party to fulfill the agreement, or whether he will demand cancellation of the agreement along with compensation for costs, losses and interest."

If the creditor does not choose to demand fulfillment of the agreement from the creditor, but demands the imposition of the sanctions mentioned above, then it must be determined first whether the debtor is in default or negligent, and if this is denied by him, it must be proven before a judge. Sometimes it is not easy to say that someone has truly committed a default, because often in the agreement it is not promised exactly when a

party is required to perform the promised performance.

If the performance cannot be done immediately, then the debtor needs to be given a reasonable time. For example, in the sale and purchase of goods that are not yet in the hands of the seller or the repayment of loan money, and so on.

The following will explain one by one the sanctions for default:

1. Compensation

Compensation consists of at least three elements, namely costs, losses, and interest. In the matter of claiming compensation, the law provides provisions on what can be included in the compensation. Thus, a debtor who commits a breach of contract is still protected by law against the arbitrariness of the creditor. So, it can be seen that the compensation is limited to only covering losses that can be anticipated and which are a direct result of the breach of contract.

2. Cancellation of agreement

The cancellation of the agreement aims to bring both parties back to the state before the agreement was made. If one party has received something from another party, either money or goods, then it must be returned.

This is because the cancellation of an agreement due to negligence or default occurs in an agreement that contains a cancellation condition, where the cancellation condition is stated in every agreement according to the law.

Article 1266 of the Civil Code states:

(1) The cancellation conditions are always considered to be included in reciprocal agreements, when one party does not fulfill its obligations.
(2) In such cases the agreement is not void by law, but cancellation must be requested from the judge.
(3) This request must also be made, even if the cancellation conditions regarding non-fulfillment of the obligation are stated in the agreement.
(4) If the cancellation conditions are not stated in the agreement, the judge is free, according to the circumstances, at the request of the defendant, to provide a period of time to provide an opportunity to fulfill his obligations, which period may not be more than one month.

3. Risk transfer

Risk is an obligation to bear losses if an event occurs beyond the fault of one of the parties, which befalls the goods that are the object of the agreement. The transfer of risk can be described in the risk of buying and selling. According to Article 1460 of the Civil Code, the risk in the sale and purchase of certain goods is transferred to the buyer, even though the goods have not been delivered. If the seller is late in delivering the goods, then this negligence is threatened by transferring the risk from the buyer to the seller. So with the negligence of the seller, the risk is transferred to him. Regarding the transfer of risk, this does not apply in the case of a unilateral agreement considering the absence of reciprocal obligations or counter-performance.

4. Paying court costs

In Article 181 paragraph (1) HIR it is explained that the party who loses in court is required to pay court costs. A negligent debtor will certainly be defeated if a case occurs before a judge, so that the negligent debtor must pay court costs. Therefore, payment of court costs is concluded as the fourth sanction for debtors who are negligent or commit a breach of contract.

B. Efforts to Settlement Default

In the event of a default such as a delay in performance from the specified time period, if it causes a dispute between the parties, then based on Article 94 paragraph (1) of Presidential Regulation No. 4 of 2015, in the event of a dispute between the parties and the government goods/services provider, the parties must first resolve the dispute through deliberation to reach a consensus. Furthermore, paragraph (2) states that in the event that the settlement of the dispute as referred to in paragraph (1) is not achieved, the settlement of the dispute can be carried out through arbitration, alternative dispute resolution or court in accordance with the provisions of laws and regulations. Referring to the provisions of the article, the disputing parties who do not reach an agreement through deliberation can resolve it through litigation, namely through the courts and non-litigation, namely alternative dispute resolution methods.

C. Liability for Default

Liability due to unlawful acts is regulated in Article 1365 of the Civil Code, where certain requirements are required for the violator to be held accountable. Article 1365 of the Civil Code states that "every unlawful act that causes loss to another person, requires the person whose fault causes the loss to compensate for the loss." Meanwhile, liability due to a breach of contract itself is a liability based on a contract.

Article 1233 of the Civil Code states that the sources of obligations are agreements and laws. An obligation is a legal relationship in the field of property law where one party has the right to demand a performance and the other party is obliged to carry out a performance. Meanwhile, an agreement according to Article 1313 of the Civil Code is an act by which one or more people bind themselves to one or more people. A unilateral agreement, whereas agreements are generally reciprocal, such as sales and purchase agreements, rental agreements, exchange agreements and so on.

When the agreement is valid, the obligation is binding on the parties who made it. Article 1338 paragraph (1) of the Civil Code: An agreement that is made legally applies as a law for the parties who made it. Article 1338 paragraph (2) of the Civil Code: An agreement cannot be withdrawn except based on an agreement of the parties or for reasons stated by law. If there is one party who does not honor the promises (obligations), it means that there is a party whose interests are violated, so the law provides protection for the interests of the parties whose promises are violated. The interests protected in contract law are economic interests. This responsibility arises from a violation of an agreement (*breach of promises*).

This act of default can occur due to intent, negligence or without fault (without intent or negligence). The consequence of a state of default is that the injured party can sue the party that committed the default in the form of compensation for losses with certain calculations in the form of costs, losses and interest and/or termination of the contract. What is meant by costs is every expenditure actually incurred by the injured party as a result of the default.

D. Default in Sale and Purchase Agreement

Article 1234 of the Civil Code, determines that every agreement is to give something, to do something, or not to do something. The agreement that must be carried out is called performance. Performance is an obligation that must be fulfilled by every debtor in every agreement. Fulfillment of the agreement is the essence of an agreement. In order for an agreement to be fulfilled by the debtor, it is necessary to know the characteristics of the performance, namely:

1. Must be certain or can be determined.
2. Must be possible.
3. Must be permissible (halal).
4. There must be benefits for creditors.
5. Can consist of one act or a series of acts.

E. Unlawful Acts

Article 1365 of the Civil Code states that: "Every unlawful act, which causes loss to another person, requires the person whose fault causes the loss, to compensate for the loss." Furthermore, Article 1366 of the Civil Code states that: "Everyone is responsible not only for the loss caused by his actions, but also for the loss caused by his negligence or lack of care.

The term unlawful act in Dutch is called " *onrechtmatige daad* " or in English it is called "tort". The word "tort" itself actually only means wrong, however, especially in the legal field, the word tort has developed in such a way that it means a civil error that does not originate from a breach of contract. So it is similar to the meaning of unlawful act (onr echtmatige daad) in the Dutch legal system or in other Continental European countries. The word tort comes from the Latin word "torquere" or "tortus" in French, just as the word wrong comes from "wrung", which means mistake or loss (*injury*).

Things that eliminate the unlawful nature (justification reasons). Rosa Agustina stated that there are 4 things that are generally common as justification reasons, namely:

1. Forced circumstances (overmacht)
2. Emergency or forced defense (noodweer)
3. Implementing the provisions of the law
4. Carry out orders from superiors.

F. Legal Consequences of Breach of Contract

Breach of promise brings detrimental consequences for the debtor, because from that

moment on the debtor is obliged to compensate for the losses incurred as a result of the breach of promise. The legal consequences for buyers who have committed a breach of promise are the following penalties or sanctions:

1. The buyer is required to pay compensation for losses suffered by the seller (Article 1243 of the Civil Code). This provision applies to all contracts.
2. In a reciprocal (bilateral) agreement, default by one party gives the other party the right to cancel or terminate the agreement through a judge (Article 1266 of the Civil Code).
3. The risk shifts to the buyer from the time of default (Article 1237 of the Civil Code). This provision only applies to contracts to provide something.
4. Pay the court costs if the case is brought before a judge. Article 181 paragraph 1 (HIR) Herziene Inland Reglement. Buyers who are proven to have defaulted will certainly be defeated in the case. This provision applies to all contracts.
5. Fulfill the agreement if it can still be done, or cancel the agreement accompanied by payment of compensation (Article 1267 of the Civil Code). This applies to all contracts.

G. Facts of the Verdict

The plaintiff named Iskandar whose address is JL. Kutai I No. 2, Sumber Village, Banjarsari District, Surakarta City. In this case, he gave power of attorney to Budho Laksono, SH, MH Advocate, lawyer and legal consultant at the Kedaton law firm located at Perum Graha Indah Blok I No. 5, Baturan Village, Colomadu District, Karanganyar Regency. Based on a special power of attorney dated July 27, 2020.

Against. Defendant I named Fajar Cahyono who lives in Singocandi, RT.003 RW.003, Village/Sub-district. Singocandi, Kudus District, Kudus Regency , Central Java Province, but currently lives in Perum Bumi Rendeng Baru No.13, Village, Rendeng, District/City, Kudus, Central Java Province and Defendant II Maria Ida Ariyani who lives in Singocandi, RT.003 RW.003, Village/Sub-district. Singocandi, Kudus District, Kudus Regency, Central Java Province, but currently lives in Perum Bumi Rendeng Baru No.13, Village, Rendeng, District/City, Kudus, Central Java Province.

The plaintiff through his attorney with a lawsuit letter dated July 28, 2020 in register Number 151/Pdt.G/2020/PN Skt and No. 532/Pdt/2020/PT SMG, has filed the following lawsuit:

1. That there has been a legal relationship between the Plaintiff and the Defendants, namely the sale and purchase of land and buildings which is recorded in:
   a. Land and buildings recorded in the HGB Certificate Number: 55 a/n MARIA IDA ARIYANI with an address in Gayamsari Village/District, Semarang City, Central Java Province with an area of 80 M2 with a price of Rp. 1,500,000,000,- (One billion five hundred million Rupiah);
   b. Land and buildings recorded in SHM No. 726 a/n MARIA IDA ARIYANI with an address in Kalibanteng Kuon Village, West Semarang District, Semarang

City with an area of 418 M2 with a price of Rp. 4,000,000,000,- (four billion Rupiah);

2. That the price of the two objects of sale and purchase according to Posita number 1 if the total is Rp. 5,500,000,000,- (Five billion five hundred million Rupiah), and the sale and purchase is proven by a receipt for payment in full signed by the Defendants dated November 20, 2019;
3. That the technical payment of the sale and purchase according to posita number 1 (one) is by considering the debt of the Defendants to the Plaintiff in the amount of IDR 1,900,000,000 (one billion nine hundred million Rupiah) in the debt acknowledgement dated February 17, 2017 which was then recorded in the receipt dated November 20, 2019 which became part of the payment of the argument of posita number 1 (one);
4. That the plaintiff then made payment for the sale and purchase of two plots of land and the a quo building to the Defendants in the amount of IDR 3,600,000,000/- (three billion six hundred million Rupiah) with proof of receipt signed by the Defendants dated November 20, 2019;
5. That after the payment was made, the Defendants asked the Plaintiff for 2 (two) weeks to pay off the Defendants' debt at the Bank where the two aquo certificates were pledged by the Defendants and immediately hand over and transfer the rights to the appointed Notary;
6. That by fulfilling the payment of the settlement by the Plaintiff, the Defendants allow the Plaintiff to occupy, rent, and renovate the a quo sale and purchase object, which at the time this lawsuit was filed, both objects were occupied by the Plaintiff;
7. That after 2 (two) weeks, the Defendants had not come to hand over the 2 (two) a quo certificates and made a transfer so that the Plaintiff contacted the Defendants but the Defendants could not be contacted so that the Plaintiff came to the Defendants' residence and met with the Defendants, then the Defendants told him that there was a problem that he had been deceived by his friend so that he had not been able to fulfill the sale and purchase agreement;
8. That regarding this incident, the Plaintiff always tried to reach a consensus and give time to the Defendants to immediately realize the sale and purchase agreement, but until this lawsuit was filed, the Defendants had not shown any good intentions towards the Plaintiff;
9. That with the sale and purchase taking place with evidence that the payment money in full has been handed over to the Defendants, however the rights of the Plaintiff in the form of 2 (two) a quo certificates have not been handed over by the Defendants to the Plaintiff, this is very detrimental to the Plaintiff and constitutes an act of Breach of Contract as referred to (Article 1238 in conjunction with Article 1243 of the Civil Code);

10. That based on the provisions of Article 1239 of the Civil Code, so that this lawsuit is not illusory, vague and worthless, and in order to avoid the Defendants' attempts to transfer their assets to another party, the Plaintiff requests that a security attachment (Conservatoir Beslag) be placed on the following two objects:
    a. Land and buildings recorded in HGB No. 55 a/n MARIA IDA ARIYANI with an address in Gayamsari Sub-district, Semarang City with an area of 80 M2.
    b. Land and buildings recorded in SHM No. 726 a/n MARIA IDA ARIYANI with an address in Kalibanteng Kuon Village, West Semarang District, Semarang City with an area of 418 M2.
11. That in the settlement receipt the Defendants and Plaintiffs agreed to choose the Surakarta District Court to resolve the problem;
12. That in order to guarantee the implementation of the decision, the Defendants must be burdened with a fine (dwangsom) of Rp. 1,000,000 (one million Rupiah) for each day of delay, if the Defendants neglect to carry out the decision.

That based on the matters that the Plaintiff has outlined above, the Plaintiff requests that the Honorable Panel of Judges examining and trying this case be pleased to issue the following verdict:

IN THE PETITUM

1. Accepting and granting the Plaintiff's lawsuit in its entirety.
2. Declaring that the Defendants have been legally proven to have committed an act of breach of contract;
3. Declaring the legal sale and purchase between the Plaintiff and the Defendants of 2 (two) plots of land and buildings as recorded in the HGB No.55 and SHM No.726 certificates;
4. Declare that the proof of payment of the settlement dated November 20, 2019 is valid and valuable;
5. Declaring that the Plaintiff is legally occupying, renting and renovating the 2 (two) objects of sale and purchase;
6. Ordering the Defendants to submit the 2 (two) land and building ownership certificates for the object of sale and purchase and to sign the transfer of rights to the HGB certificate No. 55 and SHM No. 726 purchased by the Plaintiff;
7. Declare the security seizure (Conservatoir Beslag) requested by the Plaintiff to be valid and valuable;
8. Sentencing the Defendants to pay a fine (dwangsom) of Rp. 1,000,000 (one million Rupiah) for each day of delay, if the Defendants fail to carry out this decision;
9. Declaring that the decision of this case can be implemented first even though there are legal efforts to resist, appeal, cassation or other legal efforts from the Defendants (Uitvoerbaar Bij Vorraad).
10. Sentence the Defendants to pay all court costs arising from this case.

H. Judge's Consideration

The judge's legal considerations in cases of default in the sale and purchase of land are as follows:

The defendant has been properly summoned to attend the trial but the defendant did not attend and did not send another person as his representative or attorney, must be declared absent and the lawsuit is examined without the presence of the defendant or default. That the intent and purpose of the Plaintiff's lawsuit is in essence regarding the lawsuit for breach of contract filed by Defendant I and Defendant II against the Plaintiff.

That after careful examination, Defendant I and Defendant II based on the Plaintiff's lawsuit reside in Singocandi, RT.003 RW.003, Village/Sub-district. Singocandi, Kudus District, Kudus Regency, Central Java Province, but currently resides in Perum Bumi Rendeng Baru No.13, Village, Rendeng, District/City, Kudus, Central Java Province . Based on Article 118 HIR regarding relative authority, where relative authority/competence regulates the division of power to adjudicate between the same judicial bodies, depending on the domicile or residence of the parties (distributie van rechtsmacht), especially the Defendant. This relative authority uses the principle of actor sequitor forum rei which means that the competent party is the District Court where the Defendant resides .

The Plaintiff's lawsuit should be filed in the District Court where the Defendants reside so that in order to protect the Defendant's interests in filing a defense, the legal principle determines that the lawsuit must be filed in the Court in the jurisdiction of the Defendant's residence. Based on this principle, one of the measures for determining the relative authority of the Court to try is that the lawsuit must be filed at the Defendant's residence. The Defendant's residence includes residence, a specific address, or actual residence.

I. Court ruling

The Plaintiff did not deny the arguments presented by the Respondents/Defendants, so the arguments were deemed to be acknowledged by the Respondents/Defendants. Reading the final decision of the Surakarta District Court in decision Number 151/Pdt.G/2020/PN Skt dated August 19, 2020, the full ruling is as follows:

1. Declaring that Defendant I and Defendant II had been summoned properly and legally but did not attend the trial;
2. To try this case by default;
3. Declaring that the Surakarta District Court has no relative authority to examine and try the civil case of lawsuit Register Number 151/Pdt.G/2020/PN Skt;
4. Ordering the Plaintiff to pay court costs which currently amount to Rp. 1,220,000.00 (one million two hundred and twenty thousand rupiah);

Reading the final decision of the Surakarta District Court in decision Number 532/Pdt/2020/PT SMGSkt dated January 22, 2021 , the full ruling is as follows:

1. Accepting the appeal from the Appellant of all Plaintiffs;

2. Canceling the decision of the Surakarta District Court number 151/Pdt.G/2020/PN.Skt dated October 27, 2020 which was appealed;

Judge yourself:

1) Declaring that the Respondents, all Defendants I and Defendant II, had been summoned properly and legally but were not present at the trial;
2) To try this case by default;
3) Declaring that the Surakarta District Court has the authority to try lawsuit case number 151/Pdt.G/2020/PN.Skt;
4) Dismisses the Appellant's claim for all Plaintiffs in part;
5) Declaring that all Defendants and Appellants have been legally proven to have committed an act of breach of contract;
6) Declare the sale and purchase between the Appellants, all Plaintiffs and the Respondents, all Defendants, of 2 (two) plots of land and buildings as recorded in the Building Use Rights (HGB) certificate number 55 and the Freehold Rights (SHM) certificate number 726;
7) Declaring that all Plaintiffs are legally occupying, renting and renovating the 2 (two) Objects of Sale and Purchase;
8) Ordering the Appellants, all Defendants, to submit the 2 (two) land and building ownership certificates for the object of the sale and purchase and to sign the transfer of rights to the Building Use Rights (HGB) certificate number 55 and the Freehold Certificate (SHM) number 726 purchased by the Appellants, all Plaintiffs;
9) To sentence the Appellants and all Defendants to pay a fine (dwangsom) of Rp. 1,000,000.00 (one million rupiah) for each day of delay, if the Appellants and all Defendants fail to carry out this decision;
10) Sentencing the Respondents, all Defendants, to pay the court costs incurred in this case, at both levels of court, which at the appeal level is set at Rp. 150,000.00 (one hundred and fifty thousand rupiah);
11) Rejecting the Appellant's claim and all Plaintiffs other than and beyond.

Considering, that the Appellant's legal counsel for all Plaintiffs submitted an appeal memorandum which in essence is as follows:

1. That the Panel of Judges of the First Instance was not careful or was insufficient in providing legal considerations regarding relative authority, because it did not examine written evidence from the Appellants and all Plaintiffs, namely evidence of receipts for money that had been registered with the notary Nuria Rivanti, SH, MKn, which was written in agreement to choose the Surakarta District Court, namely the place of residence of the Appellants and all Plaintiffs;
2. The Appellant's Legal Counsel for all Plaintiffs requested the Panel of Judges of the High Court to accept and grant the appeal memorandum from the Appellant

of all Plaintiffs and to revise the decision of the Surakarta District Court Number 151/Pdt.G/2020/PN Skt dated 27 October 2020;

Considering, that the First Instance Court in casu Surakarta District Court has decided on the matter of competence in casu relative competence as stated in the verdict, namely stating that the Surakarta District Court is not relatively authorized to examine and try the civil case of lawsuit Register Number 151/Pdt.G/2020/PN Skt; Considering, that in Book II of the Supreme Court concerning Technical Guidelines for Administration and Technical Courts, page 51, 2007 edition, provides the following guidelines: "If the Defendant on the first trial day does not file a rebuttal (exception) regarding the authority to try relatively, the District Court may not declare itself not authorized (see Article 133 HIR/Article 159 Rbg), which states that exceptions regarding relative authority must be filed at the beginning of the trial, if filed too late, the Judge is prohibited from paying attention to the exception";

That from the technical guidelines of the trial in conjunction with Article 133 HIR/159 Rbg above, because the a quo case, and the Respondents/Defendants were not present at the trial and did not submit an answer and exception to the relative authority, the Surakarta District Court should not or be prohibited from declaring itself not authorized in terms of relative competence. Based on these considerations, namely the arguments of the lawsuit and the technical guidelines for the trial of the Supreme Court book II, 2011 edition, the Semarang High Court is of the opinion: The Surakarta District Court has the authority to try the a quo case in casu civil lawsuit with Register Number 151/Pdt.G/2020/PN Skt.

CONCLUSION

Based on the descriptions that have been presented from chapter one to chapter three, the author has drawn the conclusion that:

1. Determination of default in the agreement. Default occurs when the Defendant is considered negligent, which is marked by the passing of the time for handing over 2 certificates to the plaintiff for 2 (two) plots of land and buildings as recorded in the HGB certificate No. 55 and SHM No. 726.
2. Settlement of default disputes in sales and purchase agreement disputes in case decisions number 151/Pdt.G/2020/PN Skt and Decision No. 532/Pdt/2020/PT SMG were resolved through litigation (court) the judge dismissed the plaintiff's lawsuit in its entirety with default (without the presence of the defendant/his attorney), to attend the trial. The trial with default of course there was no statement of objection made by the defendant, so the judge decided that the defendant as the seller had broken his promise (default).

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