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Valid a Sale and Purchase Binding Agreement, Rights Not Yet Transferred: Legal Construction of Breach of Contract and Notary Liability

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Original Article

Abstract

Discrepancies between the execution of a Sale and Purchase Binding Agreement (PPJB) and the transfer of land rights may result in breach of contract, legal uncertainty, and questions concerning the scope of Notary/Land Deed Official (PPAT) liability. This study aims to analyze the legal regulation and implementation of PPJBs, the authority of Notaries/PPATs, and the causes, forms, and legal consequences of breach of contract based on Karanganyar District Court Decision Number 28/Pdt.G/2022/PN.Krg. This study employs a normative legal research method using statutory, case, and conceptual approaches, supported by a literature review and information obtained from a Notary. A PPJB that satisfies the requirements of Article 1320 of the Indonesian Civil Code is legally binding on the parties pursuant to Article 1338; however, it does not automatically effectuate the transfer of land rights. A breach of contract arises from the failure to perform contractual obligations, whereas the liability of a Notary/PPAT depends on whether the official has violated duties imposed by law. The findings underscore the importance of distinguishing between the validity of an agreement, the authenticity of a deed, breach of contract, and the transfer of land rights. This distinction is essential for determining the respective legal consequences and liabilities arising from a PPJB.

Keywords: *PPJB, Agreement Validity, Breach of Contract, Notary Liability*

Abstrak

Ketidakselarasan antara pelaksanaan Perjanjian Pengikatan Jual Beli (PPJB) dan proses peralihan hak atas tanah dapat menimbulkan wanprestasi, ketidakpastian hukum, serta persoalan mengenai batas tanggung jawab Notaris/PPAT. Penelitian ini bertujuan menganalisis pengaturan dan penerapan hukum dalam PPJB, kewenangan Notaris/PPAT, serta penyebab, bentuk, dan akibat hukum wanprestasi berdasarkan Putusan Pengadilan Negeri Karanganyar Nomor 28/Pdt.G/2022/PN.Krg. Penelitian menggunakan metode penelitian hukum normatif dengan pendekatan perundang-undangan, kasus, dan konseptual, didukung studi kepustakaan dan keterangan Notaris. PPJB yang memenuhi Pasal 1320 KUHPPerdata mengikat para pihak berdasarkan Pasal 1338, tetapi tidak dengan sendirinya memindahkan hak atas tanah. Wanprestasi timbul akibat tidak dipenuhinya kewajiban kontraktual, sedangkan tanggung jawab Notaris/PPAT bergantung pada pelanggaran kewajiban jabatan. Penelitian menegaskan pentingnya membedakan keabsahan perjanjian, keautentikan akta, wanprestasi, dan peralihan hak.

Kata kunci: *PPJB, Keabsahan Perjanjian, Wanprestasi, Notaris*

1. INTRODUCTION

Legal certainty in land transactions depends not only on the existence of an agreement between the seller and the buyer but also on the legal mechanisms that ensure the agreement is properly formalized, performed, and documented through legally compliant instruments.¹ A notary occupies a strategic position as a public official authorized to prepare authentic deeds, whereas a Land Deed Official (PPAT) has specific authority to prepare deeds evidencing particular legal acts involving land rights.² Law Number 2 of 2014, which amends Law Number 30 of 2004 concerning the Office of Notary, establishes the authentic deed as an instrument intended to provide legal certainty, order, and protection to the public. The legal force of an authentic deed derives not merely from the involvement of a public official but also from compliance with the authority, formal requirements, procedures, and substantive requirements prescribed by law.

These legal relationships become more complex in land transactions involving a *Perjanjian Pengikatan Jual Beli* (PPJB), or preliminary sale and purchase agreement, executed before the *Akta Jual Beli* (AJB), or definitive sale and purchase deed. A PPJB essentially binds the parties with respect to obligations that must be fulfilled before the transaction can proceed to the transfer of land rights. Accordingly, the validity and binding force of a PPJB must be assessed in light of Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or *KUHPerdata*), which requires mutual consent, legal capacity, a specific subject matter, and a lawful cause. Legal issues may arise when the performance of these obligations depends on a circumstance or event that is uncertain to occur. At this point, the legal construction of a PPJB intersects with the concept of conditional obligations under Article 1253 of the Indonesian Civil Code, which distinguishes between conditions that suspend the enforceability of an obligation and those that terminate it.

This complexity is illustrated by the dispute concerning the failure to complete the transfer of land rights addressed in Karanganyar District Court Decision Number 28/Pdt.G/2022/PN.Krg. The case demonstrates that disputes concerning a *Perjanjian Pengikatan Jual Beli* (PPJB), or preliminary sale and purchase agreement, extend beyond the mere existence of a valid agreement. They also involve the fulfillment of contractual conditions, the placement of the land certificate in escrow, the potential conversion of the PPJB into an *Akta Jual Beli* (AJB), or formal sale and purchase deed, and the

¹ Amin Rahmat Sidik and Ahmad Rizky Apriana, "Analisis Yuridis Pengesahan Jual Beli Tanah Di Bawah Tangan Dan Implikasinya Terhadap Balik Nama Sertipikat Hak Guna Bangunan: Studi Putusan Nomor 132/Pdt.G/2025/PN.Srg," *Indonesian Journal of Law and Justice* 3, no. 1 (2026): 15–26, <https://doi.org/10.61476/dxf5g737>.

² Hifdul Lisan Amal and Yunanto Yunanto, "Pelaksanaan Tugas Dan Kewenangan Notaris Dalam Membuat Akta Yang Berhubungan Dengan Pertanahan," *Notarius* 17, no. 3 (2024): 1836–54, <https://doi.org/10.14710/nts.v17i3.65741>.

performance of the parties' respective obligations. Previous research specifically examining this decision found that the land certificate was placed in escrow under the PPJB to facilitate its conversion into an AJB. However, the execution of the AJB encountered obstacles because the land was subject to an existing encumbrance. This situation illustrates how formal defects or incomplete performance may intersect with breach-of-contract issues, thereby requiring an analysis that connects the validity of the legal instrument, the parties' contractual obligations, the authority of the Notary/Land Deed Official (PPAT), and the legal consequences arising for the parties.

Numerous studies have examined the relationship between land sale and purchase agreements, PPJBs, breach of contract, and legal protection, although they have approached these issues from different perspectives. For example, Suhadi and Fadilah examined the validity of electronic sale and purchase agreements and demonstrated that changes in transaction media do not eliminate the requirement to satisfy the four conditions for a valid agreement under Article 1320 of the Indonesian Civil Code. Their study confirms that the validity of a contractual relationship continues to depend on mutual consent, legal capacity, a specific subject matter, and a lawful cause, regardless of changes in the form or medium of the transaction. These findings are significant because they demonstrate that technological developments and changes in transaction formats do not displace the fundamental principles governing contractual validity.³

Arwana and Arifin examined agrarian disputes from the perspectives of legal certainty and human rights protection. Their study demonstrates that land disputes are not merely matters of private relations between the parties but may develop into structural issues involving the protection of rights and the effectiveness of dispute-resolution mechanisms.⁴ Meanwhile, Istiqomah, in analyzing Judgment Number 440/Pdt.G/2017/PN Smg, examined breach of contract in land sale transactions, the legal remedies available to the parties, and the considerations underlying the court's decision. The study highlights the importance of formal notice (somasi) and litigation as mechanisms for addressing the nonperformance of contractual obligations.⁵

Jasmine, in research concerning Judgment Number 445/Pdt.G/2020/PN.Mdn, specifically linked breach of contract to legal consequences, including enforcement of the agreement, cancellation, and compensation for damages. This focus demonstrates that breach of contract concerns not only the failure to perform an obligation but also

³ Endi Suhadi and Ahmad Arif Fadilah, "Penyelesaian Ganti Rugi Akibat Wanprestasi Perjanjian Jual Beli Online Dikaitkan Dengan Pasal 19 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Inovasi Penelitian* 2, no. 7 (2021): 1967–77, <https://doi.org/10.47492/jip.v2i7.1078>.

⁴ Yudha Chandra Arwana and Ridwan Arifin, "Jalur Mediasi Dalam Penyelesaian Sengketa Pertanahan Sebagai Dorongan Pemenuhan Hak Asasi Manusia," *Jambura Law Review* 1, no. 2 (2019): 212–36, <https://doi.org/10.33756/jalrev.v1i2.2399>.

⁵ Putri Pidya Palupi Istiqomah, "Analisis Hukum Terhadap Wanprestasi Jual Beli Tanah: Studi Kasus Putusan Perdata No. 440/Pdt.G/2017/PN Smg" (Universitas Islam Sultan Agung, 2019), <https://repository.unissula.ac.id/15690>.

determines the forms of legal protection available to the injured party.⁶ Similarly, Yunanto, Hendrawati, and Paramita found that the Perjanjian Pengikatan Jual Beli (PPJB) functions as a preliminary agreement governing the parties' obligations before execution of the Akta Jual Beli (AJB). Their study further indicates that breach may arise from delay, nonconformity of the subject matter, or failure to perform obligations in accordance with the agreement.⁷

Pinem extends this line of research by examining the relationship among the Perjanjian Pengikatan Jual Beli (PPJB), breach of contract, the role of the notary, and judicial considerations in Medan High Court Decision Number 304/Pdt/2018/PT Mdn. The study underscores the importance of requiring notaries to exercise their authority in accordance with applicable statutory provisions.⁸ Silado and Syailendra further conceptualize the PPJB as an instrument for protecting the parties' interests against breach of contract and identify both litigation and non-litigation mechanisms for resolving disputes.⁹ Siregar, Purba, and Sembiring highlight the legal risks associated with land sale and purchase transactions that have not yet been followed by the transfer of the land title certificate, demonstrating that compliance with Article 1320 and the provisions governing sale and purchase under the Indonesian Civil Code (KUHPdata) provides an essential basis for assessing the legal relationship between the parties.¹⁰

More specifically, Ambarwati (2025) analyzes Karanganyar District Court Decision Number 28/Pdt.G/2022/PN.Krg from the perspective of legal protection concerning the rights and authority of notaries and Land Deed Officials (Pejabat Pembuat Akta Tanah or PPAT) in the safekeeping of land certificates. The study finds that the safekeeping of certificates in the context of a PPJB and its subsequent conversion into an Akta Jual Beli (AJB), or Deed of Sale and Purchase, raises questions regarding the scope of PPAT authority and the legal protection afforded to PPATs.¹¹ However, these studies have not comprehensively integrated the issues of formal defects or deficiencies in the PPJB, the legal construction of conditional obligations,

⁶ Meutia Jasmine, "Analisis Yuridis Terhadap Perbuatan Ingkar Janji (Wanprestasi) Dalam Perjanjian Untuk Membangun Dan Memasarkan Tanah Dan Bangunan: Studi Putusan Nomor 445/Pdt.G/2020/PN.Mdn" (Universitas Sumatera Utara, 2022), <https://repository.usu.ac.id/handle/123456789/85170>.

⁷ Yunanto Yunanto et al., "Wanprestasi Dalam Perjanjian Pengikatan Jual Beli Tanah Dan Bangunan: Studi Penelitian Pada Pengembang Kota Semarang," *Diponegoro Law Review* 5, no. 3 (2016): 1–12.

⁸ Tania Gracella Pinem, "Tinjauan Yuridis Terhadap Wanprestasi Perjanjian Jual-Beli Tanah: Studi Putusan Pengadilan Nomor 304/PDT/2018/PT.Medan" (Universitas Sumatera Utara, 2022), <https://repository.usu.ac.id/handle/123456789/85745>.

⁹ Audrey Bintang Silado and Moody R. Syailendra, "Upaya Hukum Terhadap Perbuatan Wanprestasi Dalam Perjanjian Pengikatan Jual Beli Tanah," *Unes Law Review* 6, no. 2 (2023): 5647–58, <https://doi.org/10.31933/unesrev.v6i2.1392>.

¹⁰ Rizka Putri Siregar et al., "Analisis Yuridis Perbuatan Wanprestasi Atas Sengketa Pendaftaran Peralihan Hak Atas Tanah Dalam Jual Beli Tanah: Studi Putusan Nomor 27/PDT.G/2023/PN BJB," *Jurnal Hukum Lex Generalis* 6, no. 9 (2025): 1–27, <https://doi.org/10.56370/jhlg.v6i9.2271>.

¹¹ Annisa Putri Ambarwati et al., "Kewenangan Pejabat Pembuat Akta Tanah (PPAT) Dalam Pemungutan Bea Perolehan Hak Atas Tanah Dan Bangunan (BPHTB) Terkait Penggelapannya Dalam Akta Jual Beli," *Journal of Innovative and Creativity* 5, no. 3 (2025): 24113–25, <https://doi.org/10.31004/joecy.v5i3.3517>.

breach of contract, the evidentiary value of the deed, and the implications for the liability of notaries/PPATs within a single analytical framework based on the same court decision.

Distinguishing between the validity of an agreement, the authenticity of a deed, the performance of contractual obligations, and the legal consequences of breach constitutes a fundamental doctrinal issue in determining the legal construction of the dispute. Accordingly, the research gap lies in the absence of an integrated analysis of the relationship among the formal and substantive requirements of the Perjanjian Pengikatan Jual Beli (PPJB), the authority of notaries/PPATs, conditional obligations, breach of contract, and the evidentiary value of the deed in explaining the failure to transfer land rights. The originality of this study lies in its integrated analytical framework, which uses Karanganyar District Court Decision Number 28/Pdt.G/2022/PN.Krg as a case study to examine the causal and legal relationship among formal noncompliance, the performance of contractual obligations, the legal status of the contractual instrument, and the legal consequences for the parties and public officials involved.

This study aims to analyze the legal regulation and implementation of PPJB drafting and the authority of notaries/PPATs in land sale and purchase transactions, based on Karanganyar District Court Decision Number 28/Pdt.G/2022/PN.Krg. The analysis focuses on the interrelationship among the requirements for contractual validity, the formal requirements for deeds, conditional obligations, and the parties' respective duties in cases involving the failure to transfer land rights. The study also examines the causes, forms, and legal consequences of breach of contract, the binding force of the PPJB, the legal protection available to aggrieved parties, and the liability of notaries/PPATs for noncompliance with applicable legal requirements. Ultimately, the research seeks to develop a legal framework that clarifies the boundaries among contractual validity, deed authenticity, breach of contract, and the liability of public officials, while contributing to greater legal certainty in the practice of land sale and purchase agreements.

2. RESEARCH METHODOLOGY

This study employs a normative legal research method to analyze the legal norms governing the Perjanjian Pengikatan Jual Beli (PPJB), or Binding Sale and Purchase Agreement, the authority of Notaries and Land Deed Officials (PPAT), contractual validity, conditional obligations, breach of contract (*wanprestasi*), and the legal consequences of failing to complete the transfer of land rights. The study applies three complementary approaches.

First, a statutory approach is used to examine the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or *KUHPerdata*), Law Number 2 of 2014 concerning

the Office of Notary, Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles, and other relevant land regulations. Second, a case approach is employed to analyze Karanganyar District Court Decision Number 28/Pdt.G/2022/PN.Krg, with particular attention to the court's legal reasoning and its treatment of the PPJB, the transfer of land rights, contractual obligations, and the responsibilities of the parties and public officials. Third, a conceptual approach is used to examine the legal concepts of PPJBs, authentic deeds, breach of contract, evidentiary value, and the liability of public officials.

The legal materials consist of primary, secondary, and tertiary legal sources obtained through a systematic literature review. Primary legal materials include relevant legislation and the court decision under examination. Secondary materials comprise scholarly books, journal articles, and other academic publications addressing land transactions, contract law, notarial law, and PPAT authority. Tertiary materials are used to support the clarification and interpretation of relevant legal terminology and concepts.

The legal materials are analyzed using a qualitative juridical and prescriptive method. The analysis involves interpreting applicable legal norms, relating those norms to the relevant facts and judicial considerations, and assessing whether the conduct of the parties and public officials conforms to applicable legal requirements. The analysis is conducted deductively, beginning with general legal principles and statutory provisions and proceeding to their application to the specific facts of the case. The conclusions are then formulated to construct a legal framework clarifying the validity and binding force of the PPJB, the occurrence and consequences of breach of contract, the evidentiary value of the relevant deed, and the liability of Notaries/PPATs in land transactions.

3. RESEARCH RESULT AND DISCUSSION

3.1. Regulation of the Conditional Sale and Purchase Agreement (PPJB) and the Authority of Notaries/Land Deed Officials (PPAT) in Land Transactions: An Analysis of Karanganyar District Court Decision Number 28/Pdt.G/2022/PN.Krg

The dispute in this case was not merely a matter of the failure to complete the transfer of land rights. Rather, it resulted from the close interrelationship among the validity of the agreement, the performance of contractual obligations, the function of the PPJB as a preliminary agreement, and the limits of the authority of the Notary/Land Deed Official (PPAT). The Plaintiff argued that the Plaintiff had fulfilled the contractual obligations, including payment for the land and building, whereas Defendants I and II failed to complete the obligations associated with the transfer of rights and subsequently became unreachable. This conduct was considered a breach of contract (*wanprestasi*)

because the agreed contractual performance was not carried out as required. The application of Article 1238 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata or KUHPerdata) must be understood in conjunction with Article 1338, which establishes that a legally concluded agreement is binding upon the parties and must be performed in good faith.

The existence of a Perjanjian Pengikatan Jual Beli (PPJB), or Binding Sale and Purchase Agreement, does not automatically result in the transfer of ownership of the land. A PPJB functions as a preliminary contractual instrument that binds the parties to undertake specified actions before the transaction can be finalized through an Akta Jual Beli (AJB), or Deed of Sale and Purchase, executed before a Land Deed Official (PPAT).¹² Accordingly, a distinction must be drawn between the establishment of an obligatory contractual relationship and the actual transfer of land rights. Although a PPJB may create contractual rights and obligations between the parties, the transfer of land rights remains subject to the applicable land-law framework and registration procedures.

This distinction is particularly important because failure to perform obligations arising from a PPJB may constitute a breach of contract even though legal title to the land has not yet been transferred to the buyer. Pursuant to Article 1320 of the Indonesian Civil Code, a PPJB must satisfy four requirements for contractual validity: mutual consent, legal capacity, a specific subject matter, and a lawful cause. These elements determine the validity of the contractual relationship. By contrast, formal requirements determine whether an instrument executed by a public official qualifies as an authentic deed. Thus, contractual validity and deed authenticity constitute distinct but interconnected legal issues. An authentic deed provides strong evidentiary value when it is executed by an authorized public official in accordance with the form and procedures prescribed by law. Conversely, defects in the formal requirements of a deed must be examined independently and should not automatically be equated with the invalidity or termination of the underlying contractual relationship.

The relationship between the PPJB and conditional obligations also constitutes a significant aspect of the analysis. Article 1253 of the Indonesian Civil Code governs obligations that are contingent upon the occurrence of a condition. In land transactions, the performance of contractual obligations frequently depends on the fulfillment of specified conditions, such as full payment of the purchase price, completion of required documentation, verification of the land title certificate, fulfillment of tax obligations, or readiness to execute the final AJB. The obligation to proceed with the transfer of land rights is therefore closely connected to the conditions and performance obligations established in the PPJB. Once the agreed conditions have been fulfilled, however, failure

¹² Vivi Syafitriyeni, "Hubungan Hukum Akta Perjanjian Pengikatan Jual Beli Dengan Akta Jual Beli Tanah," *Jurnal Hukum Inkracht* 5, no. 3 (2025): 95–104, <https://doi.org/10.37721/inkracht.5.3.95>.

by the obligated party to perform the required contractual acts may transform what initially constituted a conditional obligation into a breach-of-contract issue.

Defendants I and II were held responsible for failing to perform their contractual obligations. The claim against Defendant III, who acted as a Notary/Land Deed Official (PPAT), was assessed differently. The Panel of Judges accepted the principle that a Notary's responsibility primarily concerns the proper exercise of official authority and compliance with the procedures governing the preparation and execution of deeds, rather than the parties' failure to perform their respective contractual obligations. This distinction clarifies the boundary between the contractual liability of the parties and the professional liability of a Notary/PPAT.

A Notary does not become a party to a sale and purchase transaction merely by preparing or executing a deed related to that transaction. Notarial liability arises when the Notary fails to comply with statutory or professional duties, such as violating prescribed deed-preparation procedures, negligently exercising official authority, or engaging in conduct for which the Notary may be held legally responsible. Accordingly, the mere failure to complete the transfer of land rights cannot, by itself, establish Notary/PPAT liability. Such liability must be determined by examining whether the official committed an independent violation of the duties, authority, or procedures imposed by applicable law.

These findings are consistent with Pinem, who situates a Notary's liability in relation to a *Perjanjian Pengikatan Jual Beli* (PPJB), or Preliminary Sale and Purchase Agreement, within the scope of the Notary's statutory and professional duties rather than the contractual obligations of the parties.¹³ The findings also support Yunanto et al., who characterize the PPJB as a preliminary agreement that creates obligations for the parties and may give rise to a breach of contract (*wanprestasi*) when those obligations are not fulfilled.¹⁴ Similarly, Jasmine demonstrates that breach of contract in land transactions may result in legal consequences including enforcement of the agreement, cancellation, and claims for damages.¹⁵ However, the present study emphasizes the need to examine breach of contract in direct conjunction with the legal status of the PPJB, the formal requirements governing deeds, conditional obligations, and the limits of Notary/PPAT liability within a unified analytical framework.

Unlike approaches that primarily examine the consequences of breach or the protection afforded to the aggrieved party, this study proposes that disputes arising from the failure to transfer land rights should be analyzed through three distinct but

¹³ Pinem, "Tinjauan Yuridis Terhadap Wanprestasi Perjanjian Jual-Beli Tanah: Studi Putusan Pengadilan Nomor 304/PDT/2018/PT.Medan."

¹⁴ Yunanto et al., "Wanprestasi Dalam Perjanjian Pengikatan Jual Beli Tanah Dan Bangunan: Studi Penelitian Pada Pengembang Kota Semarang."

¹⁵ Jasmine, "Analisis Yuridis Terhadap Perbuatan Ingkar Janji (Wanprestasi) Dalam Perjanjian Untuk Membangun Dan Memasarkan Tanah Dan Bangunan: Studi Putusan Nomor 445/Pdt.G/2020/PN.Mdn."

interrelated layers of legal relationships. First, the contractual relationship between the seller and buyer establishes the parties' respective performance obligations.¹⁶ Second, the notarial and formal relationship concerns the legal requirements governing the deed and determines its evidentiary value. Third, the land-administrative relationship governs the legal mechanisms for transferring and registering land rights. Failure to distinguish among these three layers may result in an incorrect identification of the party legally responsible for the relevant violation.

Karanganyar District Court Decision Number 28/Pdt.G/2022/PN.Krg illustrates the close yet distinct relationship among the validity of the PPJB, the authenticity of the deed, breach of contract, and the transfer of land rights. A PPJB that satisfies the requirements for contractual validity creates binding obligations for the parties; however, it does not replace the function of the Akta Jual Beli (AJB), or Deed of Sale and Purchase, as the instrument through which the transfer of land rights is effectuated in accordance with applicable land law. When an obligated party fails to perform the required contractual obligations after the agreed conditions have been satisfied, the resulting legal issue primarily concerns breach of contract. At the same time, a Notary or Land Deed Official (PPAT) cannot automatically be held liable for a party's breach of contract merely because the official prepared or participated in the preparation of the relevant deed.

Accordingly, legal certainty in land transactions requires a clear distinction among the validity of the contractual relationship, compliance with the formal requirements for deeds, performance of contractual obligations, and the legal authority and procedures governing the transfer of land rights. Each legal subject must be assessed within the scope of the specific duties and obligations imposed upon that subject by the legal relationship giving rise to the relevant responsibility. This framework helps prevent the contractual liability of the parties from being improperly conflated with the professional or statutory liability of Notaries/PPATs.

3.2. Causes, Forms, and Legal Consequences of Breach of Contract in a Land and Building Sale and Purchase Binding Agreement (PPJB)

The breach of contract in this case primarily resulted from the seller's failure to perform its contractual obligations following the formalization of the legal relationship through PPJB Number 3, dated August 4, 2015. The Plaintiff asserted that the Plaintiff had fulfilled the payment obligations, whereas Defendants I and II failed to complete the process of transferring the relevant rights and subsequently became unreachable.

¹⁶ Helena Ginting and Abdul Salam, "Penguasaan Tanpa Dasar Hak Atas Bangunan Milik Orang Lain Sebagai Bentuk Perbuatan Melawan Hukum: Studi Putusan Mahkamah Agung Nomor 651 K/Pdt/2020," *Lex Patrimonium* 5, no. 1 (2026): 1–16.

Accordingly, the legal issue did not concern the absence of a contractual relationship but rather the failure to perform the obligations agreed upon by the parties.

The breach consisted of a failure to perform the promised obligations (*non facere quod promisit*) and a failure to complete the legal steps necessary to achieve the ultimate purpose of the transaction. This issue must be distinguished from the validity of the PPJB itself. A valid agreement remains binding upon the parties pursuant to Article 1338(1) of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or *KUHPerdata*). Therefore, the failure of one party to perform its obligations does not automatically invalidate or terminate the agreement. Instead, such nonperformance may give rise to legal consequences, including a claim for specific performance, damages, or other legal remedies, depending on the nature of the breach and the applicable legal provisions. In its decision, the Panel of Judges found Defendants I and II to be in breach of contract and ordered them to perform their obligations under the agreement, while dismissing the remaining claims.

The cause of the breach reflects a discrepancy between the contractual agreement and the performance of post-contractual obligations. Following the execution of the PPJB and the delivery of the original land certificate to Defendant III, who acted as the Notary/Land Deed Official (PPAT), the parties were expected to undertake the necessary steps to complete the sale and purchase and transfer the relevant land rights. However, Defendants I and II failed to fulfill their contractual obligations and subsequently left their place of residence, preventing the contractual objective from being achieved. This situation created legal uncertainty for the Plaintiff because payment had already been made, while possession of the property and the administrative status of the land rights remained unresolved. In land transactions, contractual risk does not end upon execution of the PPJB. Rather, the post-execution stage is critical because it determines whether the agreed obligations can ultimately be realized through execution of the *Akta Jual Beli* (AJB), or Deed of Sale and Purchase, and registration of the transfer of land rights.

It is therefore essential to distinguish among three layers of legal relationships: (1) the contractual relationship between the seller and buyer; (2) the notarial relationship concerning the preparation and evidentiary status of the deed; and (3) the land-administrative relationship concerning the transfer and registration of land rights. The PPJB essentially functions as a preliminary agreement that binds the parties but does not, by itself, constitute the instrument for registering the transfer of land rights. In principle, a sale and purchase resulting in the transfer of land rights is evidenced by a deed executed by a Land Deed Official (PPAT) for registration purposes. Accordingly, failure to complete the AJB and register the transfer of land rights cannot, by itself, be equated with the invalidity of the PPJB. This distinction constitutes a significant finding of the study, demonstrating that the binding force of a contractual agreement and the

successful completion of land-administration procedures are interrelated but legally distinct matters.

A PPJB executed in the form of an authentic deed has a different evidentiary status from a private deed (*akta di bawah tangan*). Nevertheless, Article 1320 of the Indonesian Civil Code must be interpreted correctly because it establishes the requirements for contractual validity rather than directly determining whether a deed possesses authentic status. The authenticity of a deed depends on the statutory requirements governing authentic deeds, including the authority of the public official who executes the deed and compliance with the prescribed form and procedures.

Accordingly, two distinct dimensions must be considered. The first is the substantive validity of the contractual relationship under Article 1320 of the Indonesian Civil Code. The second is the formal evidentiary status of the deed, which depends on its execution by an authorized public official in accordance with the statutory requirements governing the official's authority and the form and procedure of the deed. This distinction is particularly important because a breach of contract does not automatically deprive the PPJB of its binding force or evidentiary value. Rather, the PPJB may continue to serve as evidence of the existence of the contractual relationship, the parties' respective obligations, the subject matter of the transaction, payments made, and the stages of performance agreed upon by the parties.

The application of Article 1253 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or *KUHPerdata*) is relevant to understanding the legal issues presented in this case. Article 1233 of the Civil Code provides that obligations arise from agreements or statutory provisions, whereas Article 1253 governs conditional obligations, namely, obligations whose performance depends upon a future event that is uncertain to occur. The provisions governing conditional obligations are relevant when execution of the *Akta Jual Beli* (AJB), or Deed of Sale and Purchase, or the transfer of land rights is contingent upon the fulfillment of specific conditions, such as payment of the purchase price, completion of required documentation, settlement of tax obligations, or satisfaction of administrative requirements. Once the agreed conditions have been fulfilled, however, continued failure by the obligated party to perform shifts the legal issue from the nonoccurrence of a condition to breach of contract (*wanprestasi*).

With respect to the form of nonperformance, Article 1238 of the Civil Code is relevant in determining when a debtor may be deemed to be in default, including whether the obligation has become due and whether a formal notice of default (*somasi*) is required in light of the circumstances and the terms of the agreement. In Case Number 28/Pdt.G/2022/PN.Krg, the court accepted the legal reasoning that Defendants I and II had breached their obligations by failing to perform the acts required under the agreement. The resulting legal consequences extend beyond judicial

recognition of the breach and provide a basis for the aggrieved party to seek performance of the outstanding obligations and, where the applicable requirements are satisfied, compensation for damages under the provisions governing breach of contract in the Civil Code.

Legal protection for the buyer is therefore realized through the recognition and enforcement of the buyer's contractual rights rather than by treating the PPJB as an instrument that itself transfers land rights. The transfer of land rights must instead be completed through the legally prescribed land-administration mechanisms. The Plaintiff included Defendant III as a party because the original land certificate had been entrusted to Defendant III, and the Plaintiff argued that possession of the certificate created an obligation for the Notary/Land Deed Official (PPAT) to ensure completion of the transaction. The court, however, drew a clear distinction between the duties of a public official in preparing and executing a deed and the contractual obligations of the parties to the transaction.

A Notary does not become a party to a PPJB merely by preparing or executing the relevant deed. Accordingly, a seller's breach of contract cannot automatically be attributed to the Notary. Notary liability may arise only when the Notary violates statutory or professional duties, such as through errors or negligence in the deed-preparation process, failure to conduct mandatory verifications, or other conduct contrary to applicable legal requirements that causes loss. The existence of a contractual dispute between the parties, standing alone, is therefore insufficient to establish professional liability on the part of the Notary.

The testimony of Notary Putri Anita further supports these findings. According to the testimony, a PPJB functions as a preliminary agreement preceding execution of the final AJB and is legally binding when it satisfies the requirements for a valid agreement. A Notary is required to act independently, verify the identities and relevant documents of the parties, explain the contents and legal consequences of the deed, and ensure that the deed is prepared in accordance with applicable law. However, a Notary does not possess the authority to compel the seller or buyer to perform their contractual obligations.

Similarly, the safekeeping of a land certificate must be based on a clear legal arrangement between the relevant parties and does not, by itself, transform the Notary into a guarantor of the successful completion of the transaction. The liability of a Notary/PPAT is functional and authority-based: it arises from the proper or improper performance of statutory duties within the scope of the official's authority, rather than from the economic success of the transaction or the parties' complete performance of their contractual obligations.

These findings are consistent with Yunanto et al., who characterize the PPJB as a preliminary agreement and recognize that failure to perform the obligations arising from

it may constitute a breach of contract.¹⁷ Pinem likewise emphasizes the importance of the Notary's role in providing legal protection through the preparation of a PPJB while distinguishing the Notary's professional liability from the parties' liability for the substantive content and performance of the agreement.¹⁸ Jasmine further demonstrates that breach of contract (*wanprestasi*) may give rise to claims for specific performance, rescission of the agreement, or compensation for damages, depending on the circumstances of the case.¹⁹ Meanwhile, Siregar et al. emphasize the legal risks arising when a land sale and purchase transaction is not followed by completion of the transfer and registration of the relevant land rights.²⁰

This study integrates the issues of breach of contract, the binding force and evidentiary value of the PPJB, the transfer of land rights, and the limits of Notary/PPAT liability within a single analytical framework based on Court Decision Number 28/Pdt.G/2022/PN.Krg. From this perspective, breach of contract is not examined merely as a failure to perform contractual obligations. Rather, its legal consequences must be analyzed in conjunction with the legal status of the agreement, the evidentiary function of the authentic deed, and the statutory mechanisms governing the transfer of land rights.

The court's decision, which granted the Plaintiff's claims only in part, further demonstrates that legal protection does not necessarily entail acceptance of all claims asserted by the Plaintiff. A court may recognize the existence of a breach of contract while simultaneously rejecting other claims where the requisite legal basis or evidentiary support is insufficient. This distinction reinforces the importance of assessing each claim according to its own legal basis and evidentiary requirements and of maintaining a clear separation between contractual liability, notarial or PPAT liability, and the administrative requirements governing the transfer of land rights.

The core of the dispute in this case lies in the discrepancy between the contractual obligations agreed upon by the parties and their actual performance by the seller, rather than merely in the formalities of the *Perjanjian Pengikatan Jual Beli* (PPJB), or Binding Sale and Purchase Agreement. The breach of contract primarily consists of the failure to perform the obligations necessary to complete the transaction in accordance with the agreed stages. The resulting legal consequences include the continued binding force of the contractual relationship, the aggrieved party's right to seek specific performance

¹⁷ Yunanto et al., "Wanprestasi Dalam Perjanjian Pengikatan Jual Beli Tanah Dan Bangunan: Studi Penelitian Pada Pengembang Kota Semarang."

¹⁸ Pinem, "Tinjauan Yuridis Terhadap Wanprestasi Perjanjian Jual-Beli Tanah: Studi Putusan Pengadilan Nomor 304/PDT/2018/PT.Medan."

¹⁹ Jasmine, "Analisis Yuridis Terhadap Perbuatan Ingkar Janji (Wanprestasi) Dalam Perjanjian Untuk Membangun Dan Memasarkan Tanah Dan Bangunan: Studi Putusan Nomor 445/Pdt.G/2020/PN.Mdn."

²⁰ Siregar et al., "Analisis Yuridis Perbuatan Wanprestasi Atas Sengketa Pendaftaran Peralihan Hak Atas Tanah Dalam Jual Beli Tanah: Studi Putusan Nomor 27/PDT.G/2023/PN BJB."

and/or other legally available remedies, and access to legal protection through judicial proceedings.²¹

The involvement of a Notary/Land Deed Official (PPAT) does not, by itself, establish liability for the parties' breach of contract. Such liability may arise only when it is established that the official failed to perform a statutory or professional duty or otherwise violated applicable law in preparing or executing an instrument within the scope of the official's authority. Accordingly, legal certainty in land transactions requires the binding force of the agreement, the evidentiary value of the deed, the performance of contractual obligations, and the procedures governing the transfer of land rights to be analyzed as systematically interconnected yet conceptually distinct legal elements.

4. CONCLUSION

A Perjanjian Pengikatan Jual Beli (PPJB), or Binding Sale and Purchase Agreement, that satisfies the requirements of Article 1320 of the Indonesian Civil Code remains binding upon the parties pursuant to Article 1338 of the Code; however, it does not, by itself, effectuate the transfer of land rights. A defendant's failure to perform contractual obligations constitutes a breach of contract, whereas the liability of a Notary or Land Deed Official (PPAT) does not arise automatically merely because the contemplated deed was not executed. Liability on the part of such public officials depends on evidence establishing a violation of their statutory or professional duties or noncompliance with applicable legal requirements.

These findings underscore the importance of distinguishing among the validity of the agreement, the authenticity of the deed, breach of contract, and the transfer of land rights. The study contributes to strengthening legal certainty and protecting the interests of parties involved in land transactions. Its limitations include the examination of a single court decision and the limited availability of empirical data. Policy measures should focus on strengthening the standardization of PPJBs, verification of supporting documents, and governance mechanisms for the safekeeping of land certificates in escrow. Future research should adopt an empirical-comparative approach encompassing a broader range of court decisions and examining the practices of Notaries and Land Deed Officials (PPATs).

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²¹ Avishtya Siti Karaniya et al., "Konsekuensi Hukum Dan Upaya Hukum Mengenai Wanprestasi Dalam Kontrak," *Media Hukum Indonesia* 2, no. 4 (2024), <https://doi.org/10.5281/ZENODO.14241595>; Wasti Emma Mandacan, "Akibat Hukum Dari Wanprestasi Dalam Kontrak Perjanjian Hukum Perdata Indonesia," *Lex Crimen* 14, no. 2 (2025): 1–13.

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