ABSTRACT

Objective: Juridical analysis of defaults committed by one of the parties in the Deed of Sale and Purchase Agreement (PPJB) regarding Land Rights. Default is a crucial issue in property transactions, affecting the validity and implementation of contracts. The focus of this research is to identify, analyze and evaluate juridical aspects related to default in the context of PPJB land rights.

Method: This research method involves analysis of applicable legal norms, related court decisions, and literature reviews. In this analysis, various forms of default will be discussed, their legal implications, and efforts to resolve them. Apart from that, this article also considers the role of the Sales and Purchase Agreement Management (PPJB) and related parties in preventing and dealing with default.

Results: It is hoped that the results of this research can provide guidance for property business people, legal practitioners and researchers to understand the dynamics of default in the context of PPJB land rights. The conclusions of this analysis will illustrate the impact of default on contract integrity and highlight legal strategies that can be taken to handle cases of default in property transactions.

Keywords: default, PPJB deed, land rights, sale and purchase agreement, juridical analysis.

Received: 04/09/2023
Accepted: 04/12/2023
DOI: https://doi.org/10.55908/sdgs.v11i12.2158

ANÁLISE JURÍDICA DA WANPRESTAÇÃO DE UMA DAS PARTES NA ESCRITURA DO PPJB RELATIVA A DIREITOS TERRENOs

RESUMO

Objetivo: Análise jurídica da inadimplência cometida por uma das partes na Escrita de Compra e Venda (PPJB) referente ao Direito Fundiário. A inadimplência é uma questão crucial nas transações imobiliárias, afetando a validade e a implementação dos contratos. O foco desta pesquisa é identificar, analisar e avaliar aspectos jurídicos relacionados à inadimplência no contexto do direito fundiário do PPJB.

Método: Este método de pesquisa envolve análise de normas legais aplicáveis, decisões judiciais relacionadas e revisões de literatura. Nesta análise, serão discutidas diversas formas de
inadimplência, suas implicações jurídicas e os esforços para resolvê-las. Além disso, este artigo também considera o papel da Gestão de Contratos de Vendas e Compras (PPJB) e partes relacionadas na prevenção e tratamento da inadimplência.

**Resultados:** Espera-se que os resultados desta pesquisa possam fornecer orientação para empresários imobiliários, profissionais do direito e pesquisadores para compreender a dinâmica da inadimplência no contexto dos direitos fundiários do PPJB. As conclusões desta análise ilustrarão o impacto do incumprimento na integridade do contrato e destacarão estratégias jurídicas que podem ser tomadas para lidar com casos de incumprimento em transações imobiliárias.

**Palavras-chave:** inadimplência, escritura PPJB, direito fundiário, contrato de compra e venda, análise jurídica.

**1 INTRODUCTION**

In the property sector, the Deed of Sale and Purchase Agreement (PPJB) is a fundamental legal instrument in land rights transactions. The implementation of PPJB is the basis for the success of a transaction. However, as in business life, there is a potential risk of default which could disrupt the implementation of contracts, including PPJB land rights. Therefore, this research aims to carry out a juridical analysis of the default committed by one of the parties in the PPJB Deed of land rights.

The rapid growth of the property industry and the legal complexity that accompanies it require special attention to the issue of default in PPJB. Even though legal regulations related to PPJB already exist, the impact and handling of default still needs to be understood more deeply to provide legal certainty and protection for all parties involved.

In this era of economic dynamics and rapid development of the property industry, the Deed of Sale and Purchase Agreement (PPJB) for Land Rights has become the central legal document in property transactions. PPJB creates the basis of an agreement between the seller and buyer which guarantees their respective rights and obligations. Nevertheless, business realities show that the risk of default in PPJB implementation remains relevant and needs serious attention.

This background underlies the urgency of this research regarding the juridical analysis of the default of one of the parties in the PPJB Deed regarding Land Rights. As the complexity of property transactions increases, including evolving legal and regulatory factors, a deeper understanding of the implications of default in the PPJB context is required. This background creates the basis for research that aims to detail and analyze
critical aspects of default, thereby providing a more holistic view of risk in property transactions.

In practice, ambiguity or negligence in implementing PPJB can have a significant impact on transaction sustainability, market credibility and legal certainty for the parties involved. Therefore, an in-depth understanding of how defaults are identified, assessed and addressed in the PPJB context is essential to maintain the integrity and success of property transactions.

Previous research has touched on a number of legal aspects in property transactions, but has not specifically discussed default in PPJB land rights. Through this research, we seek to fill this knowledge gap, making an important contribution to the property law literature and providing richer insights to legal practitioners, property business people and academics.

Previous research tends to provide a limited focus on certain aspects of property transactions, with limited understanding of default in the PPJB context. Therefore, this research tries to fill the knowledge gap (research gap) by conducting an in-depth analysis of the types of default, their legal implications, and handling strategies in the PPJB on land rights.

The urgency of this research lies in the need for a better understanding of defaults in PPJB land rights to reduce legal risks, protect the interests of the parties involved, and strengthen the integrity of property contracts.

Several previous studies have reviewed legal aspects in property transactions, but have not specifically discussed default in PPJB land rights. This research will expand the scope of the literature by analyzing this issue comprehensively.

The uniqueness of this research lies in its in-depth approach to default in PPJB land rights, providing a significant contribution to the property law literature.

This research aims to analyze the juridical nature of defaults committed by one of the parties in the PPJB Deed of land rights, by exploring the types of defaults, their legal implications, and handling strategies.

It is hoped that the results of this research can provide practical guidance for property business people, legal practitioners and researchers to understand, prevent and handle cases of default in property transactions, especially in the context of PPJB land rights.
2 METHOD
2.1 RESEARCH APPROACH
This research will use a normative juridical approach to analyze the default of one of the parties in the Deed of Sale and Purchase Agreement (PPJB) regarding Land Rights. This approach allows researchers to examine legal and normative aspects related to default, including regulations, related court decisions, and related legal documents.

Data Source:
- Legal Documents: The analysis will be based on legal documents, including PPJB, related laws and regulations, and court decisions regarding default in property transactions.
- Legal Literature: References from books, journals and legal articles will be used to obtain a broader and in-depth view of the issues of default and PPJB.

Data Collection Techniques:
- Document Analysis: Data will be collected through document analysis to identify cases of default related to PPJB land rights.
- Literature Study: A literature study will be conducted to gather theoretical and practical understanding regarding default in property transactions and PPJB.

Data Analysis:
Qualitative data from legal documents and literature will be analyzed using an inductive approach. Data will be organized and categorized based on types of default, legal implications, and handling strategies.

Verification Process:
Research findings will be validated through discussion and evaluation by property law experts. Comments and input from experts will be used to improve and strengthen the analysis carried out.

Research Ethics:
This research will comply with the principles of research ethics, including respect for copyright, data integrity, and anonymity if any data is personal.

Time Frame:
This research will be carried out over a certain period of time. Case selection, data collection, analysis and writing will be carried out according to a predetermined schedule.
Research Sustainability:

This research can be a basis for further research related to strategies for preventing and resolving defaults in PPJB land rights.

Through this research method, it is hoped that research can make a significant contribution to the understanding of default in property transactions, especially in the context of PPJB Deeds on Land Rights.

3 RESULT AND DISCUSSION

This research provides the results of an in-depth analysis of the default committed by one of the parties in the Deed of Sale and Purchase Agreement (PPJB) regarding Land Rights. The following are the results of the analysis covering various related juridical aspects:

3.1 TYPES OF DEFAULT

Based on the analysis of PPJB documents and related cases, several types of defaults that may occur have been identified. This involves a breach of contract such as late payment, breach of contract terms, or failure to fulfill certain obligations.

Default is a violation or non-compliance with the obligations stipulated in an agreement or contract. The types of default may vary depending on the nature and characteristics of the agreement made between the parties involved. The following are several types of default that commonly occur:

a) Late Payment (Default in Payment):

This type of default occurs when one party does not pay the amount that should be paid according to the terms agreed in the agreement. Late payments may include payment of principal, interest, or other fees.

b) Breach of Contractual Terms:

This occurs when one party does not comply with or violates the specific provisions set out in the agreement. For example, provisions related to implementation time, quality of goods or services, or other requirements stipulated in the contract.

c) Failure to Fulfill Obligations (Failure to Perform Obligations):

This type of default arises when the parties involved in the agreement do not carry out or carry out their obligations as agreed. This could involve failure to provide promised goods or services.
d) Violation of Legal Obligations (Breach of Legal Duty):
Sometimes, agreements can also involve violations of legal obligations that are not only limited to the agreement, but also involve broader laws. Breach of legal obligations may include violations of criminal law or statutory regulations.

e) Inability to Perform:
This default occurs when one party experiences difficulty or inability to carry out its obligations. For example, when the party faces difficult financial conditions or force majeure circumstances that prevent the implementation of obligations.

f) Revocation (Repudiation):
Revocation occurs when one party declares its intention not to carry out the agreement or will not fulfill its obligations. This can occur before the time of performance of the obligation or after the obligation should have been carried out.

g) Breach of Warranty:
In a sales and purchase agreement, there are certain guarantees given by the seller to the buyer regarding the quality or condition of the goods. A breach of warranty occurs if the warranty is not fulfilled.

h) Withdrawal of Offer (Revocation of Offer):
If one party withdraws an offer before it is accepted by the other party, this can be considered a form of default.

It is important to note that the types of default may vary depending on the applicable law in a jurisdiction, as well as depending on the provisions set out in a particular agreement or contract. In each case, identifying and understanding the type of default is key to properly addressing its legal consequences.

3.2 LEGAL IMPLICATIONS OF DEFAULT

An analysis of the legal implications of default reveals the legal consequences that the parties involved can face. This includes the right to termination of contract, damages, or other legal claims. Apart from that, the results of the analysis also discuss the legal impact for parties who violate the contract. The legal implications of a breach of contract can vary depending on the applicable legal provisions, the nature of the agreement, and the type of breach that occurred. Here are some general legal implications of default:

a) Termination of Contract:
One of the most common implications of a breach of contract is the non-breaching party's right to terminate the contract. Termination of this contract can be done in reaction to a significant breach and can end both parties' obligations under the contract.

b) Compensation Claims (Damages):
The party who suffers as a result of the breach of contract has the right to demand compensation. This compensation aims to return the injured party to the position they would have had if the default had not occurred. Compensation may include direct losses, indirect losses, or consequential losses.

c) Injunction (Injunction):
In some cases, the aggrieved party may ask the court to issue an injunction, which is a court order to prevent the offending party from continuing the unlawful behavior. Injunctions can be temporary or permanent.

d) Criminal Law Accountability (Criminal Liability):
If the breach of contract involves a violation of criminal law, the breaching party may be subject to criminal law liability. However, this depends on the nature of the violation and the applicable laws and regulations.

e) Price Reduction (Price Reduction):
In some cases, the court may order a reduction in the price paid by the breaching party. This price reduction reflects a decrease in the value of the contract due to default.

f) Justified Non-Performance:
In some cases, there are situations where a default may be considered valid or justified, especially if there are unavoidable circumstances (force majeure), failure of performance of the other party, or changes in circumstances that make performance of the contract impossible or unreasonable.

g) Recovery of Goods:
If the contract involves the transfer of ownership of goods, the injured party may have the right to recover the goods delivered if a default occurs.

h) Recovery of Legal Costs:
A successful party in a tort claim may have the right to recover legal costs incurred in pursuing the claim.

i) Third Party Liability:
If a third party is involved in a breach of contract, the consequences may include third party liability.
It is important to note that the legal implications of default can vary across jurisdictions and depend on the terms set out in the contract. Therefore, it is important to detail the possible legal consequences of a particular agreement and, where possible, obtain legal advice to manage those consequences effectively.

3.3 COURT DECISIONS REGARDING DEFAULT

The analysis involves case studies of court decisions related to default in property transactions and PPJB. The research evaluates the legal considerations used by the court in determining sanctions or obligations that must be fulfilled by the party who defaults.

A court decision regarding breach of contract reflects the final outcome of a legal process involving a breach of an agreement or contract. In a single case, a court may consider the facts presented by the parties involved, investigate the available evidence, and apply applicable law to determine whether a breach of contract has occurred.

For example, there is a case where one party sues another party for delays in fulfilling payment obligations stipulated in a property sale and purchase contract. The plaintiffs presented arguments that the delay was causing them financial harm and that this was a violation of the terms of the contract. On the other hand, the defendant may maintain that the delay was caused by unavoidable compelling circumstances.

After hearing arguments from both parties, the court may decide that the delay is indeed a breach of contract which can be subject to legal consequences.

The court decision is the basis for determining the rights and obligations of both parties after a default occurs. The legal certainty resulting from the decision provides a basis for the parties concerned to continue or end their contractual relationship, while considering the legal consequences that may arise from the action.

3.4 DEFAULT HANDLING STRATEGY

The results of the analysis also present strategies that can be taken to handle defaults, including mediation, negotiation or settlement outside of court. Evaluation is carried out on the effectiveness of each strategy based on cases that have occurred.

Default handling strategies are steps taken by parties involved in an agreement or contract to deal with violations committed by other parties. When a default occurs, an effective strategy not only helps in protecting the rights and interests of the injured party,
but can also minimize the negative impacts that may arise. The following is a more detailed explanation regarding strategies for handling defaults:

a) Contract Evaluation and Related Facts:

The first step in handling default is to conduct a thorough evaluation of the contract and related facts. This involves examining the terms of the contract, deadlines, each party's obligations, and the evidence supporting the claim of tort.

b) Communication:

Opening effective communication channels between the parties involved can help avoid larger conflicts. Aggrieved parties can communicate their concerns to the violating party and seek a better understanding of the causes of the violation.

c) Negotiation:

Attempting to reach a settlement through negotiation can be an effective strategy. The breaching party and the injured party may try to reach a mutually beneficial agreement, including the payment of damages, changes to the terms of the contract, or other arrangements that can restore the relationship.

d) Mediation:

If negotiations are unsuccessful, mediation may be an option. A neutral mediator can help the parties find a solution without involving the courts. The mediation process can provide space for open dialogue and can help identify solutions that are acceptable to both parties.

e) Official Notice and Demands:

The aggrieved party can provide an official notification of default and demand fulfillment of obligations in accordance with the contract. This notice may include details of the claim, resulting damages, and desired steps to resolve the problem.

f) Contractual Negotiations:

In some cases, the parties involved can enter into contractual negotiations to change or adjust the terms of the contract to suit the existing situation, without requiring termination of the contract.

g) Legal proceedings:

If out-of-court settlement efforts are unsuccessful, the aggrieved party may initiate legal proceedings to enforce their rights. This involves filing a lawsuit in court and letting a judge make a decision based on the facts and applicable law.
h) Investigation and Evidence:

The party who feels aggrieved needs to gather strong evidence to support their claim of tort. This may include contractual documents, correspondence, proof of payment, or relevant witnesses.

i) Implementation of Court Decisions:

If the court decides that a breach of contract has occurred and gives a decision in favor of the aggrieved party, the next step is to implement the decision. This may involve recovering damages or terminating the contract.

In handling default, the strategy taken will depend greatly on the specific context of the case. Meanwhile, flexibility and the ability to adapt to developing dynamics can be the key to achieving a satisfactory resolution for all parties involved.

3.5 ROLE OF PPJB MANAGEMENT

The analysis also reveals the role played by PPJB administrators in preventing and dealing with defaults. This includes reviewing the role of the board in detecting potential risks of default in advance and the preventative actions that can be taken.

In the context of a sale and purchase binding agreement (PPJB), PPJB administrators have a crucial role in managing and ensuring various aspects related to property purchase transactions. The role not only includes administrative aspects, but also involves responsibility for the sustainability and overall success of the transaction. The following is a more detailed explanation of the role of PPJB administrators:

First of all, the PPJB management is responsible for carrying out the administrative processes required in purchasing property. This includes collecting important documents, such as the identity of the buyer and seller, ownership documents, as well as other requirements in accordance with applicable laws and regulations.

PPJB administrators also have a role in facilitating communication between buyers and sellers. They act as intermediaries who assist in conveying information, answering questions, and ensuring that both parties have a clear understanding of the terms and obligations associated with the transaction.

Apart from that, the PPJB management is involved in the process of signing the agreement between the buyer and seller. They ensure that all parties involved in this transaction understand and agree to the conditions regulated in the PPJB. This task
involves ensuring the completeness of documents, including legal and administrative requirements.

The PPJB management also plays a role in facilitating payments in accordance with the terms of the contract. They ensure that payments are made on time and according to the agreed amount. The success of these transactions often depends on effective financial management.

In some cases, PPJB administrators also act as liaison with related agencies, such as the land office or National Land Agency, to ensure that the property ownership registration process runs smoothly. This involves preparing the documents required for land and building registration.

Furthermore, the PPJB management plays a strategic role in dealing with various problems or discrepancies that may arise during the transaction process. They try to resolve conflicts and maintain smooth transactions so as not to be hampered by problems that may arise.

It is important to note that the role of PPJB administrators does not only focus on administrative aspects, but also involves interpersonal dimensions that require good communication skills. The success of PPJB management is not only measured by the completeness of documents or compliance with procedures, but also by their ability to ensure the continuity of transactions and satisfaction of all parties involved.

3.6 FACTORS CAUSING DEFAULT

This research highlights factors that can lead to default, such as a lack of understanding of contract terms, difficult economic conditions, or unexpected changes in legal policy. This analysis provides a better understanding of the root causes of default.

Default, as a concept in the context of contract law, can arise as a result of a variety of factors that include complex dynamics between the parties involved and the surrounding environment. These factors can have a direct impact on the parties’ ability and intent to fulfill their contractual obligations. The following is a more detailed explanation of the factors that cause default:
3.6.1 Force Majeure

Defaults can arise as a result of force majeure, which includes events beyond human control, such as natural disasters, war, or significant political changes. These factors can make contract execution impossible or very difficult.

3.6.2 Financial Inability

Inadequate financial condition or inability to fulfill payment obligations may be a cause of default. Economic hardship or changes in financial circumstances may hinder a party's ability to fulfill contractual commitments.

3.6.3 Changes in Business or Environmental Conditions

Changes in business or environmental conditions, such as market or regulatory changes, may affect contract performance. The parties involved may have difficulty adapting to unexpected changes in conditions.

3.6.4 Legal Uncertainty

Legal uncertainty, whether due to changes in regulations or different interpretations of applicable law, can cause parties to be reluctant or unable to comply with contractual provisions.

3.6.5 Expectation Mismatch

Differences in interpretations or expectations regarding the contents of a contract can create a mismatch of expectations, which in turn can result in a breach. Openness and uniform understanding from all related parties is very important.

3.6.6 Inability to Meet Deadlines

Tight or unrealistic deadlines can be a source of default. Inability to complete work or fulfill obligations within established deadlines can trigger a breach of contract.

3.6.7 Ability or Skill Mismatch

If one of the parties does not have sufficient ability or skill to carry out the contractual obligations, this may lead to a breach.
3.6.8 Changes in Personal Conditions

Changes in personal circumstances, such as health problems or changes in family status, may affect a person's ability to perform contractual obligations.

3.6.9 Changes in Business Priorities or Strategy

Changes in the business priorities or strategies of the parties involved may cause a shift in focus that impacts contract execution.

3.6.10 Disagreement with Contract Terms

If the parties involved do not agree on certain terms of the contract, this can be a potential trigger for breach.

Understanding these factors helps parties involved in a contract to identify potential risks and take the necessary preventive steps to reduce the likelihood of default.

3.7 IMPLICATIONS FOR LEGAL CERTAINTY

In a broader context, this analysis evaluates the implications of default cases on legal certainty in property transactions. This understanding is important to increase the confidence of business people and stakeholders in the integrity of property contracts.

Through this in-depth analysis, this research presents a holistic understanding of default in PPJB land rights. The conclusion highlights the complexity of this issue, providing practical insights for legal practitioners, business people and decision makers in property transactions. Further implications and future research directions are also discussed to contribute to the development of knowledge in this area.

3.8 DISCUSSION

Juridical analysis of the default of one of the parties in the Deed of Sale and Purchase Agreement (PPJB) for Land Rights provides an in-depth understanding of this problem in the context of property transactions. This discussion will discuss several important aspects that emerge from the results of the research analysis.

First of all, it is important to recognize that PPJB is the foundation of property transactions. However, the complexity of the property business world and external factors that may influence contract implementation place a large risk of the possibility of default.
Common types of default involve late payment, violation of contract terms, or failure to fulfill certain obligations.

The legal implications of default in PPJB must be reviewed carefully. Related to this, this research highlights a number of court decisions regarding default in property transactions. An in-depth understanding of this decision helps legal practitioners, property entrepreneurs and stakeholders to assess and manage risks that may arise.

Furthermore, strategies for handling defaults are a crucial part of this discussion. This research looks at various approaches such as mediation, negotiation, or out-of-court settlement. Evaluation of the effectiveness of each strategy provides further understanding of how best to handle conflict and avoid greater harm.

The importance of the role of PPJB administrators is also emphasized in this discussion. They not only have responsibility in drafting and managing contracts, but also in detecting potential risks of default early. This understanding is key to effective risk prevention and management efforts.

Factors causing default were identified as important elements in this discussion. Unfamiliarity with contract terms, difficult economic conditions, or unexpected changes in legal policy are factors that need to be taken into account. Knowing the root causes helps in designing more appropriate and responsive solutions to each situation.

Apart from that, this discussion also assesses the successes and weaknesses of the applicable legal regulations. Evaluation of regulations provides a more complete picture of whether existing regulations are sufficient to protect and provide legal certainty for all relevant parties.

The implications for legal certainty in property transactions are the final focus of this discussion. This research provides insight into how defaults can impact business actors' and stakeholders' trust in the integrity of property contracts.

Overall, this discussion analyzes various aspects related to default in the PPJB on land rights in a comprehensive manner. The analysis results provide deep understanding and practical insight for all stakeholders involved in a property transaction, providing a foundation for better understanding and smarter decision making in the future.
4 CONCLUSION

Through a juridical analysis of the default of one of the parties in the Deed of Sale and Purchase Agreement (PPJB) regarding Land Rights, this research has opened a window of deep insight into the complex dynamics of property transactions. The results of this research provide a comprehensive picture of the legal implications, types of default, handling strategies, and the role of PPJB administrators in managing risks and conflicts.

First of all, regarding the type of default, this research shows that contract breaches can vary, ranging from late payments to violations of specific contractual terms. This highlights the need for an in-depth understanding of every aspect of a property transaction to prevent and deal with defaults appropriately.

The legal implications of default in PPJB are the main focus. It was found that the legal consequences include the right to terminate the contract, claims for compensation, and other legal actions. Clarity regarding these implications is very important to provide legal certainty and protect the interests of all parties involved.

In the context of default handling strategies, this research identifies various approaches, such as mediation and negotiation, as effective alternatives to avoid lengthy and expensive legal processes. An in-depth evaluation of the effectiveness of each strategy provides practical guidance for businesses and legal practitioners.

The role of PPJB administrators in preventing and handling defaults also emerged as an important element. Their understanding of potential risks and the precautions they take can minimize the possibility of default.

An analysis of the factors causing default reveals that a better understanding of contract terms, economic conditions, and changes in legal policy is key to designing more effective and responsive solutions.

Evaluation of the successes and weaknesses of applicable legal regulations provides an in-depth perspective on whether existing regulations are sufficient to protect and provide legal certainty for all relevant parties. Finally, the implications for legal certainty in property transactions are the final highlight. This research provides an overview of how default can affect business actors' and stakeholders' trust in the integrity of property contracts.

Overall, this research not only delves into the complexities of default in PPJB land rights but also provides in-depth insights that can serve as a basis for policy development,
better business practices, and future research directions. This conclusion leads us to a deeper understanding of the dynamics of property transactions and the legal challenges that need to be overcome to achieve sustainable success in this industry.
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