

**DISPUTE RESOLUTION IN THE SALE AND PURCHASE AGREEMENT OF  
TAMBAK AMBAK LAND OVER AN EXTENT OF +/- 2 HA LOCATED ON  
ROAD SUNGAI BENGAWAN RT. 01. JUATA PERMAI VILLAGE. NORTH  
TARAKAN DISTRICT.**

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**ABSTRACT;**

*A land sale and purchase agreement is a legal document that regulates the transfer of land ownership between the buyer and the seller. This document contains several important things, such as the identities of both parties, a description of the property being sold, the purchase price, as well as the terms and conditions that bind both parties when carrying out the sale and purchase. This procurement process involves many legal considerations, including compliance with legal requirements and the validity of documents, as well as attention to aspects such as payment of taxes and related administrative costs. There was a conflict between the defendant Mayal Husin and the defendant Nawawi Chandra. The main problem raised by the plaintiff in court was that the defendant violated the contract for the sale of the plaintiff's 2 hectare pond land. On February 6 2015, the plaintiff and the defendant entered into an agreement to purchase part of the pond land worth 1.3 billion. However, in the process, the defendant only paid IDR 220 million, and the rest has not been paid even after 7 years. The plaintiff argued that the sale and purchase contract was defective and unenforceable because it violated its terms. The bail money paid by the suspect was confiscated. The plaintiff requested termination of the contract and demanded compensation for the losses suffered. The dispute was brought to the Tarakan District Court for a decision. The essence of this case is the breach of contract committed by the plaintiff in the implementation of the sale and purchase agreement for pond land and the validity of the sale and purchase agreement. A review of real estate contracts shows the importance of having clear and precise documents to protect the rights of both parties, and to ensure legal security and safety in real estate transactions. External factors such as government regulations, real estate market conditions, and changes in real estate values also play a role in shaping the dynamics of these contracts.*

**Keywords:** Farm land sale and purchase agreement, default, fulfillment of legal requirements

**INTRODUCTION**

Sales agreements, which are a common feature of everyday transactions, are an important element in economic operations throughout the world. Basically, this contract is an exchange of goods or services between two parties who agree to transfer ownership from the buyer to the buyer for an agreed consideration. Although at first glance they may seem simple, sales contracts contain very complex legal, economic and social details.

Article 1338 (1) of the Civil Code (KUHPERDATA) is one of the basic legal provisions in the context of Indonesian contracts. According to the document "all contracts are legally binding on the parties who sign them." Therefore, Article 1338 paragraph 1 of the Civil Code establishes the principle that an agreement made legally creates binding obligations for the parties involved.

Contracts regulated in article 1338 (1) have many forms, ranging from sales contracts, leases and loans to company joint venture agreements. It should be remembered that to be valid and legally binding, an agreement must meet the requirements set out in the Civil Code, including

a valid agreement between the parties, legally binding, fair, and not giving rise to conflict with other people.

Talk Legally, a sales and purchase agreement regulates the rights and obligations of each party, including information regarding the goods or services being traded, payment arrangements, payment methods, and responsibilities regarding the risk of damage or loss during delivery process. In most cases, the process of making this contract requires the intervention of a third party, such as a notary or lawyer, to guarantee the validity and clarity of the document being created.

From an economic perspective, sales agreements play an important role in creating efficient and dynamic markets. Each transaction not only creates economic value for the parties involved, but also regulates the flow of goods and services in the market. Factors such as market conditions, exchange rates and economic policies can have a significant impact on the strength of sales contracts, especially in a global context with increasing market competition.

Socially, sales contracts reflect interactions between individuals and groups in society. Business ethics, transactional fairness, and consumer protection are primary concerns in every contract. The role of the government and regulators in monitoring illegal or unethical buying and selling is very important to maintain public confidence in the economic system.

This study examines purchase and sale agreements, analyzes the documents contained in those documents, and considers challenges and recent developments in legal application and practice. Therefore, it is hoped that this research can contribute to the advancement of legal, economic and social understanding in the context of sales and purchase contracts, as well as providing detailed information to legal professionals, experts and policy makers for its optimization. Fair and effective legal practices in modern trade.

## **RESEARCH METHODS**

The research method used in this research is normative legal research. This research discusses legal issues related to pond land acquisition in terms of related regulations. The nature of this research is that researchers use a descriptive analysis approach to report findings in the field accurately. We analyzed the collected data using quantitative and qualitative approaches. A quantitative approach was used to determine the frequency of disputes. In this case, a qualitative approach is used to better understand the causes of the conflict and the opinions of the parties involved. Therefore, it is hoped that the results of this research can clarify the legal issues faced in terms of the relevant laws and regulations.

## **DISCUSSION**

An agreement or often called a legal contract is a contractual arrangement between two or more parties that seeks to build a legal relationship that can be enforced and binding. Which can be made in writing or orally, according to national legal requirements.

Elements of Agreement

1. Agreement: Agreement is the result of a firm offer by one party to do or not do something and the other party accepts the offer without changing or revising any important terms.
2. Consideration: A contract must involve an exchange of value or benefits between the parties, such as the payment of money, the provision of goods or services, or other goods that have recognized legal value.
3. Capacity to Enter into a Contract (Capacity): Each party must have sufficient legal capacity to enter into a contract. They must be of legal age and not be in circumstances that prevent them from entering into a contract.
4. Lawful Purpose: the purpose of the contract must be legal and must not violate applicable law, morality or public order

### Disputes in agreements

The implementation or contents of the sale and purchase agreement between the seller and the buyer do not agree, that is essentially what is called a sale and purchase dispute. The implementation or content of the sale and purchase agreement between the seller and the buyer does not agree, that is what is essentially called a sale and purchase dispute. Disagreements can include various factors such as non-compliance with the goods or services received, expectations, payment problems and disagreements between parties regarding contract terms, as well as interpretation. contract clauses.

Disputes related to buying and selling transactions can arise due to dissatisfaction between both parties with the quality of the goods or services received, lack of clarity regarding guarantees or additional costs or other problems related to the transaction implementation process. These differences of opinion may also be triggered by external factors, such as changes in government policy or prices. market. This dispute can be triggered by a number of factors, which can be broadly classified as follows:

### Factors Causing Disputes in Buying and Selling:

1. Differences of opinion regarding goods or services: These disputes often arise because the goods and/or services received do not match expectations (for example, inaccurate product or service specifications: This can lead to disputes because the goods and services received do not match with hope or agreement) For example, goods that are damaged or do not meet the permitted standards.
2. Insufficient or unclear information regarding available products or services can result in dissatisfaction and potential conflict due to ambiguity. For example, unclear product descriptions, unclear warranties, or additional costs that are not clearly stated.
3. Violation of contract terms: Violation of established terms can result in disputes if the delivery time is not on time, the quantity is too small, or the price is different.
4. Conflicting payments: Using different payment methods or timing can create tension between the parties, either due to late payments or differences in other amounts owed.
5. Ignoring the standards required for quality service or after-sales service: This can lead to disputes and complaints, including inadequate handling of warranty claims or returns.
6. Conflicts of interest: Disagreements regarding termination or termination may include disputes regarding the costs associated with the process.
7. Inconsistencies in interpreting contract provisions: The rights and obligations of both parties, whether clear or unclear at all, can result in disputes.

8. Controversy may arise from external factors such as changes in government policy, market prices or unstable economic conditions that impact contract performance.

## Types of Agreements

Contracts can be classified based on their characteristics, namely:

1. Formal contracts can be formalized in writing or discussed.
2. The scope of the contract may vary depending on the subject matter, including sale and purchase agreements, leases, cooperation agreements or loans.
3. The classification can vary based on the number of parties involved, some are bilateral and some are multilateral.

## Settlement of Agreement Disputes

If the parties have a dispute regarding how this Agreement should be implemented or what it includes, they can usually use existing dispute resolution options such as mediation, arbitration, or litigation in accordance with applicable law. Therefore, contracts are the basis of most transactions legal and financial, because contracts provide legal certainty and clearly define rights and obligations.

The parties can use various settlement methods to resolve disputes in the sale and purchase agreement, including:

1. The act of negotiation involves the goal of reaching a direct agreement between the parties involved in the conflict.
2. Mediation: Using an intermediary to facilitate negotiations and achieve a mutually acceptable outcome.
3. Arbitration: A formal process in which a dispute is brought before one or more arbitrators who make decisions that are binding on the parties to the dispute.
4. Litigation: Going to court, filing a lawsuit and asking the judicial authorities to make an enforceable decision.

Case analysis shows that the land sale and purchase agreement between the seller and the buyer is a sale and purchase and transfer agreement carried out in writing by both parties. This agreement is binding on both parties and has been established.

The contents of the agreement include:

1. Basic Terms of Valid Agreement:  
The land sale and purchase agreement is made in writing by both parties. The agreement has legal force that binds both parties and is valid as law.
2. Elements of the Agreement:
  - a. Parties:
  - b. Seller: Mayal Husin
  - c. Buyer: Nawewi Candra
  - d. Land Price: The land price is Rp. 65,000,-/M
  - e. Down Payment:  
The buyer pays a down payment of 30% of the land price.
  - f. Payment Time: The buyer must pay the remaining land price three times and repayment is made after the certificate is issued by the land office.
  - g. The DP will be forfeited if the buyer does not make the next payment for 7 (seven) years
3. Buyer Obligations:  
The buyer must pay the remaining land price according to the specified agreement.

4. Seller Losses:  
The buyer does not fulfill his obligations and is late in paying off the remaining land price, resulting in losses for the seller.
5. Seller's Legal Remedies:  
The seller initiated a lawsuit against the buyer at the Tarakan District Court. The seller asks the buyer to pay compensation.
6. Legal Consequences:  
Cancellation of the agreement is accompanied by compensation if the buyer does not fulfill his obligations to the seller.

The contract between the seller and the buyer is valid and binding on both parties. According to the agreement, Mayal Husin sold the land to the buyer, while the individual party as the buyer was obliged to pay a certain amount of money to purchase the cow at a price of 65,000,- / M +/- 2 hectares. land. the system contribution is 30% of the total price of the cattle and repayment is no later than 7 (seven) years from the end of the contract. This is legal and applies to both parties according to the law, where both parties agree on the price and goods, namely the seller as the seller and the buyer as the buyer. The principle of contractual responsibility is an important basis for resolving disputes. The parties to the contract must fulfill the agreed obligations to ensure the stability and security of the business.

Settlement of disputes regarding pond sale and purchase contracts on Jalan Sungai Bengawan RT. 01. Juata Permai District, Pohjois Tarakan District. Can be done in several ways. Sellers can negotiate or reach an agreement with buyers who do not fulfill their obligations. In this discussion, local village officials can act as mediators or mediators to help resolve disputes. If negotiations fail, the seller can file a lawsuit for cancellation of the contract and demand compensation. The court resolves disputes in accordance with applicable law. Disputes can also be resolved through mediation which is more profitable because it does not require court. Mediation can help the parties reach a more efficient and effective agreement. If the buyer does not fulfill his obligations, the seller can cancel the contract and claim damages. This agreement may be terminated in accordance with applicable law.

Based on these facts, it is known that a breach of contract occurred, namely that the defendant only paid a down payment of Rp. 220,000,000.00 (two hundred and twenty million rupiah) as the first payment and did not make subsequent payments. Even though the buyer should have paid a security deposit of IDR 390 million. This indicates a breach of contract.

The contract between the seller and the buyer is valid and binding on both parties. According to the agreement, farmers as sellers sell their pond land to buyers, while private parties as buyers are obliged to pay a certain amount of money in return for purchasing the pond land according to the price. . from Rp. 1,300,000,000 (one billion three hundred thousand rupiah), but the buyer only paid 220,000,000 rupiah (two hundred and twenty million rupiah) instead of the supposed 390,000,000 (three hundred and ninety million rupiah). This is legal and applies to both parties according to the law, where both parties agree on the price and goods, namely the seller as seller and the buyer as buyer. However, the buyer never made the remaining payment of 1,080,000,000 (One Billion Eighty Million Rupiah).

Both parties have made a written contract in which the principal of the sale and purchase of the pond land is agreed, and the price of the pond land is also legally binding. for both. The Parties Therefore, the validity of the contract gives rise to a legal relationship. The legal relationship

between seller and buyer is a manifestation of achievement. The above achievements constitute the rights and obligations regulated in Article 1473 of the Civil Code which states "The seller is obliged to state clearly what he is binding himself to; any promise that is not clear and can be given various meanings, must be interpreted to its disadvantage." Furthermore, Article 1474 of the Civil Code states that he has two main obligations, namely handing over the goods and being responsible for the goods. The seller has the right to accept the price of goods from the buyer according to the mutually agreed price. Therefore, by entering into a sale and purchase agreement, the seller is obliged to transfer the land and its documents to the buyer, after which each party pays the entire price owed to him. In carrying out their rights and obligations, both parties must strive for honesty and good faith, as regulated in article 1338 paragraph (3) of the Civil Code which reads: "Agreements must be executed in good faith".

However, the implementation of the sale and purchase agreement for pond land between the seller and the buyer is not in line with what was previously agreed, namely regarding the fulfillment of rights and obligations in terms of payment. As is the seller's right to purchase the pond land owned by the buyer for Rp. 1,300,000,000,- (one billion three hundred thousand rupiah. Total price with an upfront payment system, the rest must be paid. In reality, the buyer who is obliged to pay the land owner the entire price of the pond land, does not fulfill his obligations as agreed, does not fulfill the implementation of the contract, This results in default (negligence), if it can be shown that it is not due to excesses or forced circumstances. The word default comes from Dutch which means bad performance The debtor is said to be negligent if he does not fulfill his obligations or is late in fulfilling them or fulfills them but not in accordance with what was agreed. The payment system is made in advance of the total price, while the remainder must have been paid.

## **CONCLUSION**

This case study shows that clarity and adequacy of sales documents and contracts are very important to protect the rights of both parties and ensure legal security and certainty in real estate transactions. In addition, external factors such as government regulations, real estate market conditions, and changes in real estate values also influence the dynamics of state purchase and sale agreements.

The obligation to pay the agreed price is entirely the responsibility of the buyer, and such delays should not occur, considering that payment is made through an installment system, and payment is agreed no later than 7 (seven) years or from receipt of the document from the land office. Within the agreed time, the person must pay off all debts to the seller, so that the seller feels satisfied with the proceeds from the sale of the cow and can use the income for family and other needs and does not feel bad about himself.

Efforts to provide legal assistance are a way that must be taken so that the rights they have are restored and not simply lost. If after this legal action the individual does not fulfill his obligation to pay the seller the remaining price of the cow, then the seller can take other legal action by filing a lawsuit in the district court.

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