

LEGAL CERTAINTY OF LAND SALE AND PURCHASE AGREEMENTS REGARDING BREACH OF PERFORMANCE IN THE FAILURE TO DELIVERY THE OBJECT OF THE AGREEMENT BY THE SELLER

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Received: 10/08/2026 | Revised : 23/08/2026 | Accepted: 16/09/2026 | Published 24/09/2026

Abstract

Discussion on the legal certainty of the land sale and purchase agreement related to the default of the object of the agreement by the seller. The method used in this study is a normative juridical research type, namely library legal research or secondary data with primary, secondary and tertiary legal sources . The results of the study show that the legal certainty of the PPJB related to the non-delivery of the object of the agreement by the seller lies in the guarantee that the buyer's rights that have been born based on the PPJB can be maintained and realized through legal mechanisms. The seller cannot unilaterally deny the agreed obligations because a valid PPJB has binding force as a law for the parties. PPJB provides legal certainty not solely because of the existence of an agreement document, but because the law provides a guarantee for the implementation of the contents of the agreement and provides clear consequences in the event of default.

Keywords: Sale and Purchase Agreement, Default, Seller.

A. INTRODUCTION

In accordance with Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, Indonesia is a country based on law, and therefore, every legal relationship carried out by the community, including those involving agreements and land, must be guaranteed legal certainty. One of the objectives of law is legal certainty, which ensures that the rights and obligations of each party will be protected in accordance with applicable laws and regulations.¹

Everyone is given the freedom to make agreements as long as they do not conflict with the law, public order, and morality. This principle is reflected in Article 1338 paragraph (1) of the Civil Code (hereinafter referred to as the Civil Code), which states that all agreements made legally apply as law for the parties who make them. In order for an agreement to have binding force, the agreement must fulfill the legal requirements as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement, the capacity of the parties, a specific object, and a lawful cause.²

In the practice of buying and selling land rights, the parties are often unable to execute the Deed of Sale and Purchase (hereinafter referred to as AJB) because various administrative and legal requirements have not been met, such as payment of the price, payment of taxes, division of certificates, or completion of other land documents. To accommodate these conditions, the parties make a Sales and Purchase Binding Agreement (hereinafter referred to as PPJB) as a preliminary agreement (*voorovereenkomst*). The PPJB functions to bind the parties until all requirements for the implementation of the AJB have been fulfilled.³

If one of the parties does not fulfill the agreed performance, then based on Article 1238, Article 1243, Article 1266, and Article 1267 of the Civil Code, the party can be declared to have committed a breach of contract which gives rise to legal consequences in the form of an obligation to fulfill performance, pay compensation, cancel the agreement, or other forms of restoration of rights. Therefore, normatively the PPJB is expected to be able to provide legal certainty, legal protection, and a balance of rights and obligations of the parties before the birth of the AJB.

¹Satjipto Rahardjo, *Legal Science*, Citra Aditya Bakti, Bandung, 2014, p. 53

²Subekti, *Contract Law*, 21st Edition, Intermasa, Jakarta, 2005, p. 13

³Herlien Budiono, *Collection of Civil Law Writings in the Notary Sector*, Citra Aditya Bakti, Bandung, 2016, pp. 266–274.

Both fully paid and unpaid PPJBs generally arise due to administrative constraints that prevent the transfer of ownership, even though ownership of the property has been transferred to the buyer. However, in practice, there are still cases where PPJB objects, such as land and buildings, have not been or are not yet transferred to the buyer.

The author's research raises the issue of the case of decision number: 3459 K / Pdt / 2020 between Angriani Tejokusuma against Endang Sri Soelistyowati, Notary / PPAT Christiana Inawati, SH, and Eko Prayitno. Before the Supreme Court decided this case, the Surabaya District Court had examined and decided this case in Decision Number 414 / Pdt.G / 2018 / PN SBY dated January 24, 2019 which was then confirmed by the Surabaya High Court in Decision Number 404 / PDT / 2019 / PT SBY dated July 24, 2019. Where Angriani Tejokusuma as the plaintiff filed a lawsuit against Endang Sri Soelistyowati as Defendant I, Eko Prayitno as Defendant II and Notary / PPAT Christiana Inawati, SH, as Co-Defendant.

To provide a difference between research conducted by one researcher and other researchers, a comparison is made with similar but not identical theses, including the following:

1. Klamajaya, Master of Notary, Sultan Agung Islamic University in 2024, title: Legal Consequences of Binding Sale and Purchase of Land Rights Underhand that Have Been Notarized by a Notary, ⁴research problems 1) What is the legal status of PPJB for land rights made underhand and have been notarized ? 2) Can the PPJB be used as a basis for making AJB?
2. Nurazizah Tri Salsabila , Master of Notary, Islamic University of Indonesia, 2022, Legal Force of Private Sale and Purchase Agreement (PPJB) as Collateral for Home Ownership Credit , ⁵research problems 1) What is the legal force of private PPJB as collateral for KPR? 2) What is the legal protection for banks and debtors against the use of PPJB as collateral?
3. Muliani , Master of Notary, Hasanuddin University in 2020 , title: Sales and Purchase Agreement (PPJB) Made Underhand as Collateral for Home Ownership Credit , ⁶the research problem is how 1) Does a sales and purchase agreement underhand have legal force if used as collateral for home ownership credit? 2) What legal efforts are made by the Bank to obtain legal protection for a sales and purchase agreement underhand as collateral for home ownership credit?
4. M. Abdurrahman Surya, Master of Notary, Gadjah Mada, 2019, entitled Legal Protection for Land and Building Buyers Through Private PPJB, ⁷research problems 1) How is the legal protection for land and building buyers through private PPJB? 2) What is the form of legal relationship between the bank, developer, and buyer if the PPJB is used as collateral before the issuance of the Ownership Certificate?
5. Ramzi Braba, Master of Notary, Gadjah Mada University in 2016. Title of Study: Private Sale and Purchase Agreement (PPJB) as Collateral to Bank in Home Ownership Credit Agreement, ⁸research problems 1) Why do Banks accept private PPJB as collateral for KPR? 2) How is the implementation of private PPJB as collateral in KPR practice? 3) How is the legal protection for Banks and the parties?

B. FORMULATION OF THE PROBLEM

1. Based on the background of the problem above, the author formulated the problem as follows: What are the legal consequences of default due to the seller not handing over the object of the agreement?
2. What is the legal certainty of the Sales Purchase Agreement (PPJB) regarding the seller not handing over the object of the agreement?

C. RESEARCH METHODS

The type of research is a normative juridical method , which is a scientific research procedure to find the truth based on the logic of legal science from its normative side . With the research approach , namely *the Statute Approach and the Case Approach* . The Legal Material Analysis Technique, is the Grammatical Interpretation technique also called interpretations based on grammar or linguistics (*De Gramaticale Of Taalkundige Interpretatie*) and

⁴Klamajaya, *Legal Consequences of Binding the Sale and Purchase of Land Rights Underhand that Have Been Notarized by a Notary* , Master of Notary, Sultan Agung Islamic University, Semarang, 2024

⁵Nurazizah Tri Salsabila, *Legal Power of a Private Sale and Purchase Agreement (PPJB) as Collateral for Home Ownership Credit* , Master of Notary, Islamic University of Indonesia, Jogjakarta, 2022.

⁶Muliani, *Private Sale and Purchase Agreement (PPJB) as Collateral for Home Ownership Credit*, Master of Notary, Hasanuddin University, South Sulawesi, 2020.

⁷M. Abdurrahman Surya, *Legal Protection for Land and Building Buyers Through Private PPJB* , Master of Notary, Gadjah Mada, Yogyakarta, 2019

⁸Ramzi Braba, *Study of the Sale and Purchase Agreement (PPJB) Made Privately as Collateral to the Bank in a Home Ownership Credit Agreement* , Master of Notary, Gadjah Mada University, 2016.

Systematic Interpretation, namely research on legal systematics can be carried out on certain legislation or recorded laws.⁹

D. DISCUSSION

This case began with a dispute over the sale and purchase of a plot of land and the building on it located at Kebraon Indah Permai C/43, Kebraon Village, Karang Pilang District, Surabaya City, according to the Certificate of Ownership Number 5708/Kel. Kebraon with an area of 60 m² in the name of Angriani Tejokusuma as the Plaintiff. The transaction was based on the Deed of Sale and Purchase Agreement and Power of Attorney Number 79 dated April 30, 2016 made before Notary/PPAT Christiana Inawati, SH (Co-Defendant), and followed up with the Deed of Sale and Purchase Number 29/2017 dated March 9, 2017. The Plaintiff has paid the entire price of Rp170,000,000.00 (one hundred and seventy million rupiah), and the payment has been received in full by Endang Sri Soelistyowati (Defendant I) together with Eko Prayitno (Defendant II). The parties also signed a Building Vacancies Agreement Deed Number 80 dated April 30, 2016, which requires the Defendants to vacate and hand over the disputed building in a state free from occupants or the rights of other parties, no later than July 30, 2016. Even though the price has been paid in full and the deadline for handover has passed, the Defendants have not yet handed over the disputed object. On that basis, the Plaintiff's lawsuit was granted by the Surabaya District Court through Decision Number 414/Pdt.G/2018/PN SBY dated January 24, 2019, confirmed by the Surabaya High Court through Decision Number 404/PDT/2019/PT SBY dated July 24, 2019, and at the cassation level the Supreme Court rejected Endang Sri Soelistyowati's cassation request through Decision Number 3459 K/Pdt/2020, so that the Defendants' actions were declared as a breach of contract because they did not fulfill the obligation to provide something as referred to in Article 1234 of the Civil Code.

1. Legal Consequences of Default for Failure to Deliver the Object of the Agreement by the Seller

The seller's principal obligations in a sales and purchase agreement are expressly stipulated in the Civil Code. Article 1457 of the Civil Code defines a sale and purchase as an agreement that binds one party to deliver an object and the other party to pay the agreed price,¹⁰ while Article 1474 of the Civil Code emphasizes that the seller's primary obligation is to deliver the object being sold and to guarantee the buyer's safe possession of the object.¹¹ These provisions provide normative clarity regarding the seller's obligations, leaving no room for doubt regarding his obligations. When the seller has received payment but continues to withhold the object of the agreement, as occurred with the Defendants in the a quo case, this situation goes beyond mere contractual breach and constitutes a denial of the legal certainty that should be inherent in every contractual relationship.

The legal consequences of this situation can be examined through Jan Michiel Otto's theory of legal certainty. According to Otto, legal certainty is not simply defined as the formal existence of a rule, but rather as a condition where the rule is consistently applied and provides real protection for the community.¹² Otto formulated five main elements that determine the realization of legal certainty, namely: the availability of clear, consistent, and easily accessible legal rules; consistent application of these rules by government officials; conformity of community behavior to applicable rules; independence of judges in applying the law to resolve disputes; and the effectiveness of the implementation of court decisions.¹³

If the five elements are faced with the problem of the seller not handing over the object of the agreement, the first element has basically been fulfilled because Indonesian positive law—through Article 1474, Article 1457, and Article 1338 paragraph (3) of the Civil Code—has provided clarity regarding the seller's obligations. The second element demands that the judge apply Article 1238, Article 1243, Article 1266, and Article 1267 of the Civil Code consistently when the seller does not hand over the object without a valid reason, so that the buyer obtains protection through fulfillment of performance, cancellation of the agreement, or compensation. The third element is actually a vulnerable point in cases like this: Article 1338 paragraph (3) of the Civil Code

⁹Yuhelson, Felisitas Sri Marniati, *Thesis Writing Guidelines*, Master of Notary, Jayabaya University, 2024, p. 7

¹⁰Article 1457 of the Civil Code.

¹¹Article 1474 of the Civil Code.

¹²Jan Michiel Otto, *Shaping the Rule of Law in Developing Countries*, Leiden University Press, Leiden, 2003, p. 17.

¹³Jan Michiel Otto, *Socio-Legal Studies*, Larasan Library, Denpasar, 2012, p. 122.

requires the seller to carry out the agreement in good faith,¹⁴ so that delaying or refusing to hand over the object without a valid legal reason indicates non-compliance that eliminates legal certainty for the buyer. The fourth element places the judge as the party who assesses whether there is a breach of contract, negligence (*verzuim*), or justification such as force majeure, while the fifth element emphasizes that legal certainty is only truly realized if the decision requiring the handover of the object, payment of compensation, or cancellation of the agreement can truly be executed.

Viewed from this framework, the legal consequences of default in the form of non-delivery of the object of the agreement are essentially a mechanism for restoring legal certainty that has been violated. The Civil Code provides several forms of protection for buyers, namely the right to demand fulfillment of performance, the right to request cancellation of the agreement, the right to compensation in the form of costs, losses, and interest, and the right to obtain enforcement of the decision through an execution mechanism—the implementation of which is usually preceded by a summons as a statement of negligence to the seller. However, legal certainty depends not only on the completeness of the norms, but also on the consistency of their application, considering that in practice there are still obstacles such as the lengthy dispute resolution process, voluntary non-compliance with the decision, the transfer of the object to a third party, and difficulties in implementing the execution.

R. Soeroso's theory of legal consequences complements the analysis by explaining the concrete form of the intended legal consequences. Soeroso defines legal consequences as the consequences caused by an action by a legal subject to obtain the desired result and has been regulated by law,¹⁵ which generally takes three forms: the birth, change, or disappearance of a legal condition; the birth, change, or disappearance of a legal relationship; and the emergence of sanctions when an action is contrary to the law.¹⁶

In the first form, the legal relationship between the seller and the buyer arises from the reaching of an agreement regarding the object and price, which then gives rise to reciprocal rights and obligations based on Article 1338 paragraph (1) of the Civil Code.¹⁷ When the Plaintiff has paid the price, his legal position is strengthened because his main obligation has been carried out; conversely, the Defendants' refusal to hand over the object changes their position from the party obliged to fulfill the performance to the party in a state of negligence. The Supreme Court's considerations in Decision Number 3459 K/Pdt/2020 also emphasize that the sale and purchase transaction was carried out on the basis of a free agreement without pressure, with the price having been paid in full and accepted by the seller, so that the seller's reason regarding the price being considered unreasonable is not a valid basis for denying the agreement that has been made.¹⁸ In the second form, the reciprocal legal relationship which was originally normal changes into a relationship containing a contractual breach once the seller refuses to carry out his obligations, so that the buyer obtains the right to sue while the seller is burdened with legal responsibility. In the third form, legal sanctions arise through Article 1243 of the Civil Code which is the basis for demands for compensation for costs, losses and interest after the debtor is declared negligent,¹⁹ which in the context of the *a quo* case means that the Defendants can be held responsible for refusing to hand over the disputed object even though the price has been paid in full.

These three forms of legal consequences essentially form a coherent series: a valid agreement gives rise to a legal relationship; this legal relationship gives rise to reciprocal rights and obligations; the buyer fulfills his obligation in the form of payment; the seller does not fulfill his obligation in the form of delivery of the object; this non-compliance gives rise to a state of default; and this default ultimately gives rise to the right for the buyer to take legal action and imposes liability on the seller. This series is consistent with the considerations of the Supreme Court in Decision Number 3459 K/Pdt/2020 which considers the seller's refusal to hand over the object after receiving payment as an act of breach of promise, without being justified by unilateral reasons regarding the appropriateness of the price.

¹⁴Article 1338 paragraph (3) of the Civil Code.

¹⁵R. Soeroso, *Introduction to Legal Science*, 12th Edition, Sinar Grafika, Jakarta, 2011, pp. 291–295.

¹⁶*Ibid.*, p. 295.

¹⁷Article 1338 paragraph (1) of the Civil Code.

¹⁸Supreme Court of the Republic of Indonesia, Decision Number 3459 K/Pdt/2020, legal considerations regarding the seller's refusal to hand over the disputed object after the selling price has been paid in full.

¹⁹Article 1243 of the Civil Code.

Thus, the legal consequences of default in the form of failure to deliver the object of the agreement by the seller are the emergence of the right for the buyer to demand fulfillment of performance, demand compensation, and/or request cancellation of the agreement in accordance with applicable provisions, as well as the emergence of an obligation for the seller to be responsible for the failure to fulfill the performance. The significance of this legal consequence becomes greater considering that the object of the agreement in the form of land has a special position in the Indonesian land law system, so that physical control and certainty of transfer of rights must be protected in real terms, not just formally recognized in the deed. Functionally, this legal consequence works to restore the balance of the legal relationship between the parties: providing protection for the injured party and consequences for the party who denies its obligations.

2. Legal Certainty of the Sales Purchase Agreement (PPJB) Regarding the Seller's Non-Delivery of the Object of the Agreement

A Sales and Purchase Agreement (PPJB) is essentially a preliminary agreement made before the actual sale and purchase takes place, usually because certain requirements have not been met to carry out the Deed of Sale and Purchase (AJB). Although preliminary, the PPJB remains binding as long as it meets the legal requirements of the agreement as regulated in Article 1320 of the Civil Code, thus creating a legal relationship that gives rise to rights and obligations for the parties.²⁰ Legal certainty in the PPJB requires that the agreed rights and obligations—the seller delivers the object according to the specified time and conditions, the buyer pays the price according to the agreed mechanism—can be implemented consistently, so that the failure of the PPJB object by the seller is a legal issue directly related to the legal certainty of the contractual relationship between the parties.

Referring back to R. Soeroso's theory of legal consequences, since the PPJB was legally agreed upon, a new legal relationship was born between the seller and the buyer who were previously only bound by a general legal relationship.²¹ This position is strengthened when the buyer has fulfilled his obligations, so that the seller loses the basis for rejecting the unilateral handover of the object if all the conditions for handover have been fulfilled. When the seller still does not hand over the PPJB object, a gap arises between the legal situation that should have occurred based on the PPJB and the factual situation in the field—a form of breach of contract in the form of failure to fulfill the performance to provide something as referred to in Article 1234 of the Civil Code.²² Referring to R. Subekti, breach of contract can take four forms, namely not fulfilling the performance at all, fulfilling the performance but not as agreed, fulfilling the performance late, or committing acts that are actually prohibited in the agreement.²³ The failure to hand over the PPJB object by the Defendants in the *a quo* case is classified as the first form, namely not fulfilling the performance at all, because the disputed object was never handed over to the Plaintiff even though all payment obligations have been paid in full. Article 1238 of the Civil Code regulates the state of negligence, Article 1243 of the Civil Code provides the basis for a claim for compensation after the debtor is declared negligent, while Article 1267 of the Civil Code gives the buyer the option to demand fulfillment of the agreement or its cancellation along with compensation.²⁴ These provisions emphasize that legal certainty in a PPJB does not only concern certainty regarding rights and obligations, but also certainty regarding the consequences that arise if the seller denies its obligations.

The issue of legal certainty of PPJB can be analyzed in more depth through the five elements of *real legal certainty* by Jan Michiel Otto as described below.

First, certainty regarding the availability of clear, consistent, and easily accessible legal regulations. In the context of PPJB, this element is fulfilled through the provisions of the contract law in the Civil Code: Article 1320 of the Civil Code regulates the valid conditions of the agreement, Article 1338 of the Civil Code confirms the binding force of a legally made agreement, Article 1234 of the Civil Code provides the basis for the form of performance, and Articles 1238 and 1243 of the Civil Code regulate negligence and its

²⁰Article 1320 of the Civil Code; R. Soeroso, Introduction to Legal Science, pp. 291–295.

²¹R. Soeroso, Introduction to Legal Science, p. 295.

²²Article 1234 of the Civil Code.

²³R. Subekti, Contract Law, Intermasa, Jakarta, 2005, p. 45.

²⁴Article 1238, Article 1243, and Article 1267 of the Civil Code.

consequences in the form of compensation for costs, losses, and interest.²⁵ In Decision Number 3459 K/Pdt/2020, the buyer had paid in full, the PPJB and AJB had been executed, but the seller still controlled the object and refused to hand it over—a situation the court deemed a breach of the Building Vacate Agreement that accompanied the sale and purchase transaction. From *the law on the books perspective*, the normative framework that provides legal certainty is adequately available; the problem lies not in the absence of regulations, but in the implementation of obligations that have arisen from the agreement.

Second, certainty through the consistent application of legal rules by law enforcement officials. This element requires that judicial institutions consistently apply legal norms of contracts to concrete facts.²⁶ In the *a quo* case, both the District Court, the High Court, and the Supreme Court assessed the contractual relationship of the parties based on documentary evidence, witness statements, allegations, and confessions revealed during the examination. This consistency is important because the public needs to be able to predict that violations of the agreement will result in appropriate legal consequences. The tiered decisions that consistently declare the Defendants' actions as breaches demonstrate that agreements that have been made and partially implemented must be respected, so that the application of this kind of law is one of the requirements for legal certainty to be not merely formal, but real (*real legal certainty*).

Third, certainty through acceptance and compliance by the parties with the applicable rules. This element is the most obvious problem in this case. Since signing the PPJB, the parties should have understood that there are obligations that must be carried out by the seller, not only being obliged to receive payment, but also to hand over the object of the agreement after the delivery conditions have been met. The fact that the Defendants still control the object of the dispute even though the buyer has paid the price and the process of transfer of rights has been carried out shows the gap between the agreed norms and the actual behavior of the parties. From Otto's perspective, this situation proves that legal certainty is not enough to rely only on the existence of written rules; it must be realized through the compliance of legal subjects with the agreements that bind them, in line with the principle of *pacta sunt servanda* in Article 1338 paragraph (1) of the Civil Code and the obligation of good faith in Article 1338 paragraph (3) of the Civil Code.²⁷

Fourth, certainty through an independent and impartial judiciary. When amicable settlement cannot be reached, resolution through the judiciary becomes an objective mechanism for the parties, including in Decision Number 3459 K/Pdt/2020. Buyers whose rights are not fulfilled do not lose the right to defend their interests through lawsuits, just as sellers also have the opportunity to defend their interests through a fair hearing process at every level of the courts. The court's function in translating abstract norms regarding agreements and defaults into concrete decisions is what makes this fourth element a crucial part of real legal certainty.

Fifth, certainty through the effective implementation of court decisions. This element emphasizes that legal certainty does not stop at the decision, but must continue through to the execution stage. A buyer's formal victory in court does not fully translate into legal certainty if, in fact, the object they are entitled to remains unpossessed. Therefore, the fifth element is the final measure of whether the legal certainty promised by the legislation is truly felt by the buyer as the injured party.

These five elements, when compared to Decision Number 3459 K/Pdt/2020, show a fairly clear pattern: the first, second, and fourth dimensions have essentially been met—contract law is adequately available, consistently applied by tiered judicial institutions, and resolved through an independent judicial forum. The third dimension is actually the source of the problem because the seller does not comply with the obligations he has agreed to, while the fifth dimension is the final condition that determines whether the buyer's rights are truly realized in concrete terms, not merely legally recognized on paper. This gap between the rights that the buyer has normatively owned and the factual state of the object still controlled by the seller is what Otto calls the gap between *law in the books* and *law in action*—and is the core of *the real legal certainty issue* in the *a quo* case.

Based on the description, the legal certainty of PPJB cannot be measured solely from the existence or absence of written PPJB documents, but must be seen as a complete series: the birth of a legal agreement, the implementation of performance by the parties, settlement through an independent court in the event of a default, to the concrete implementation of the decision. When the seller does not hand over the PPJB object, the law is obliged to provide an effective mechanism so that the buyer can obtain the object agreed upon or restore his

²⁵Article 1320, Article 1338, Article 1234, Article 1238, and Article 1243 of the Civil Code.

²⁶Jan Michiel Otto, *Socio-Legal Studies*, p. 122.

²⁷Article 1338 paragraph (1) and paragraph (3) of the Civil Code.

rights in accordance with laws and court decisions that have permanent legal force and at this point lies the fundamental difference between merely formal legal certainty and real legal certainty (*real legal certainty*). Thus, PPJB provides legal certainty for buyers as long as it is made legally, contains clear rights and obligations, and can be enforced in the event of a default as a concrete manifestation of the principle of *pacta sunt servanda* , the principle of good faith, and legal protection for buyers in civil relations.

E. CLOSING

Conclusion

Based on the discussion that has been presented, this research produces the following conclusions:

1. The legal consequences of default in the form of failure to deliver the object of the agreement by the seller are the emergence of the right for the buyer to demand fulfillment of performance, demand compensation, and/or request cancellation of the agreement in accordance with applicable provisions, as well as the emergence of an obligation for the seller to be responsible for the failure to deliver the performance. Referring to R. Soeroso's theory of legal consequences, these legal consequences are manifested in a coherent series, namely the emergence of a legal relationship between the seller and the buyer since the agreement was reached, the change in the relationship into a relationship containing a contractual violation when the seller refuses to deliver the object, until the emergence of legal sanctions in the form of an obligation to replace costs, losses, and interest as regulated in Article 1243 of the Civil Code. As emphasized by the Supreme Court in Decision Number 3459 K/Pdt/2020, the seller's refusal to deliver the disputed object after the price has been paid in full is a default that cannot be justified by unilateral reasons regarding the appropriateness of the price, so that the seller remains burdened with legal responsibility for the failure to fulfill his obligations.

2. The legal certainty of the Sales and Purchase Agreement (PPJB) related to the non-delivery of the object of the agreement by the seller cannot be measured solely from the existence or absence of a written PPJB document, but rather lies in the guarantee that the buyer's rights that have arisen based on the PPJB can be maintained and realized through legal mechanisms. Reviewed from the five elements of *real legal certainty* Jan Michiel Otto, the elements of the availability of legal rules, consistent application of law by the judicial institution, and judicial independence have basically been fulfilled in the a quo case; however, the element of compliance of the parties to the agreement they have made themselves is the main point of issue, while the element of effectiveness of the implementation of the decision is the final measure of whether the buyer's rights are truly realized in concrete terms. This gap between *the law in the books* and *the law in action* is the core of the *real legal certainty problem* in the a quo case. Thus, the PPJB provides legal certainty for buyers as long as it is made legally, contains clear rights and obligations, and can be enforced in the event of a default, as a concrete manifestation of the principle of *pacta sunt servanda* , the principle of good faith, and legal protection for buyers in civil relations.

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