

Perjanjian pengikatan hibah atas obyek hak atas tanah: studi kasus antara PT. A dengan PT. B = The agreement on binding of grants to object of land rights: case study between PT. A and PT. B

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Abstrak

Secara das sollen, hibah tanah harus dilakukan dengan akta hibah yang dibuat oleh PPAT. Namun, secara das sein dikenal adanya perjanjian pengikatan hibah tanah. Permasalahan hukum muncul manakala perjanjian tersebut tidak segera ditindaklanjuti dengan pembuatan akta hibah, sedangkan obyek hibah sudah digunakan oleh penerima hibah, seperti dalam kasus Perjanjian Pengikatan Hibah Tanah antara PT. A (penerima hibah) dan PT. B (pemberi hibah). Dalam hal penerima hibah hanya mempunyai bukti berupa perjanjian pengikatan hibah, perlu dilakukan analisis yuridis mengenai kedudukan dan fungsi perjanjian pengikatan hibah atas obyek hak atas tanah sebagai perjanjian obligatoir serta keabsahan dan akibat hukum Perjanjian Pengikatan Hibah Tanah antara PT. A dengan PT. B yang sudah daluarsa. Penelitian ini menggunakan metode yuridis normatif yang sifatnya deskriptif analitis dan menggunakan data sekunder yang dianalisis dengan teknik pendekatan kualitatif. Dari hasil penelitian, didapatkan bahwa kedudukan perjanjian pengikatan hibah atas obyek hak atas tanah sebagai perjanjian obligatoir termasuk kedalam perjanjian bantuan berupa perjanjian pendahuluan yang berfungsi untuk mempersiapkan perjanjian pokoknya yaitu akta hibah yang dibuat oleh PPAT. Perjanjian ini hanya melahirkan hak dan kewajiban para pihak, tetapi belum memindahkan hak milik. Keabsahan Perjanjian Pengikatan Hibah Tanah antara PT. A dengan PT. B adalah tidak sah karena perjanjian tersebut secara yuridis telah berakhir dengan lewatnya jangka waktu pembuatan akta hibah berikut dokumen tanah lainnya yang menjadi obyek perikatan sebagaimana kesepakatan para pihak. Untuk itu, perlu adanya pembatasan jarak antara pembuatan akta hibah setelah ditandatanganinya perjanjian pengikatan hibah dan pencantuman pelimpahan wewenang dalam perjanjian pengikatan hibah apabila pemberi hibah meninggal dunia.

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In das sollen, land grants must be carried out with a grant deed made by PPAT. However, it is basically known that there is an Agreement on Binding of Land Grants. Legal problems arise when the agreement is not immediately followed up with the making of a Grant Deed, while the object of the grant has been used by the recipient of the grant as is the case in the Agreement on Binding of Land Grants between PT. A as the recipient of the grant and PT. B as the grantor. In the event that the recipient of the grant only has evidence of transfer of rights in the form of a Grant Engagement Agreement, it is necessary to do a juridical analysis of the position and function of the Grant Engagement Agreement on the object of land rights as a legal agreement and legal and legal agreement between the PT. A with PT. B that has expired. This study uses a normative juridical method that is descriptive analytical and uses secondary data analyzed by qualitative approach techniques. From the results of the study, it was found that the position of the Grant Engagement Agreement on the object of land rights as an obligatory agreement was included in the assistance agreement in the form of a preliminary agreement which served to prepare the main agreement namely the Grant Deed made by PPAT. This agreement only gives birth to the rights and obligations of the parties, but has not transferred ownership rights. The validity of the Agreement on Binding of Land Grants between PT. A with

PT. B is invalid because the agreement has legally ended with the passing of the period of making the grant certificate and other land documents which become the object of the engagement as agreed by the parties. The suggestion from the author is that there is a need to limit the distance between the making of a grant deed after the signing of a binding agreement on the grant and the inclusion of delegation of authority in the binding agreement of the grant if the grantee dies.