

**ANALISIS YURIDIS PERLINDUNGAN HUKUM TERHADAP  
KONSUMEN AKIBAT KETERLAMBATAN PELAKSANAAN  
SERAH TERIMA JUAL BELI UNIT APARTEMEN  
(Studi Putusan Mahkamah Agung RI Nomor 323 K/Pdt/2021)**

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**ABSTRAK**

Hubungan hukum jual beli apartemen terjadi ketika para pihak yaitu pembeli dan pengembang (*developer*) mengikatkan diri ke dalam perjanjian berupa Surat Pesanan Unit (SPU) yang di dalamnya terdapat syarat-syarat dan ketentuan-ketentuan pemesanan yang telah ditentukan oleh pengembang (*developer*). Permasalahan dalam tesis ini adalah bagaimana pengaturan hukum perjanjian pendahuluan pengikatan jual beli unit apartemen, bagaimana perlindungan hukum terhadap konsumen akibat keterlambatan penyerahan pesanan unit jual beli apartemen akibat wanprestasi bagaimana pertimbangan hukum hakim dalam Putusan Mahkamah Agung RI Nomor 323 K/Pdt/2021 terkait keterlambatan penyerahan unit apartemen.

Penelitian yang dilakukan adalah penelitian yuridis normatif yaitu menganalisis peraturan perundang-undangan dihubungkan dengan permasalahan dalam tesis ini. Sifat penelitian ini adalah deskriptif dan analisis data yang digunakan adalah analisis data kualitatif.

Akibat hukum pembatalan perjanjian pendahuluan pengikatan jual beli unit apartemen oleh pengadilan akibat keterlambatan menyerahkan unit apartemen adalah membayar ganti kerugian. Perlindungan hukum terhadap *developer* akibat pembatalan perjanjian pendahuluan pengikatan jual beli unit apartemen oleh pengadilan akibat tidak menyerahkan unit apartemen jika *developer* dapat membuktikan bahwa wanprestasi tersebut karena *force majeure* maka *develope* tidak perlu membayar ganti rugi.

Berdasarkan hasil penelitian diketahui bahwa pertimbangan hukum hakim dalam Putusan Mahkamah Agung RI Nomor 323 K/Pdt/2021 terkait pembatalan perjanjian pendahuluan pengikatan jual beli unit apartemen adalah tergugat yaitu pengembang/*developer* tidak dapat membuktikan bahwa tidak terpenuhi prestasi tersebut bukan dikarenakan adanya suatu keadaan memaksa (*force majeure*) melainkan karena lambatnya Tergugat mengurus perizinan terkait pembangunan Apartemen.

**Kata Kunci: Perlindungan Hukum, Konsumen, Apartemen,**

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## **ABSTRACT**

### **LEGAL ANALYSIS OF LEGAL PROTECTION AGAINST CONSUMERS DUE TO DELAY IN IMPLEMENTATION OF APARTMENT UNIT SALE AND PURCHASE HANDRAWAL (Study of Supreme Court Decision of the Republic of Indonesia Number 323 K/Pdt/2021)**

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*The legal relationship of buying and selling an apartment occurs when The legal relationship of buying and selling apartments occurs when the parties, namely the buyer and the developer, bind themselves to an agreement in the form of a Unit Order Letter (SPU) which contains the terms and conditions of the order that have been determined by the developer. The problem in this thesis is how the legal regulations for the preliminary agreement for the sale and purchase of apartment units are regulated, how is the legal protection for consumers due to delays in the delivery of apartment sale and purchase unit orders due to default, how are the legal considerations of the judge in the Supreme Court Decision of the Republic of Indonesia Number 323 K/Pdt/2021 regarding the delay in the delivery of apartment units.*

*The research conducted is a normative legal research, namely analyzing laws and regulations related to the problems in this thesis. The nature of this research is descriptive and the data analysis used is qualitative data analysis.*

*The legal consequences of the cancellation of the preliminary agreement for the sale and purchase of apartment units by the court due to the delay in handing over the apartment unit is to pay compensation. Legal protection for developers due to the cancellation of the preliminary agreement for the sale and purchase of apartment units by the court due to not handing over the apartment unit if the developer can prove that the default was due to force majeure, then the developer does not need to pay compensation.*

*Based on the research results, it is known that the legal considerations of the judge in the Decision of the Supreme Court of the Republic of Indonesia Number 323 K/Pdt/2021 regarding the cancellation of the preliminary agreement for the sale and purchase of apartment units is that the defendant, namely the developer, cannot prove that the failure to fulfill the performance was not due to a force majeure but rather because the Defendant was slow in taking care of permits related to the construction of the Apartment.*

**Keywords: Legal Protection, Consumers, Apartments,**

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