ABSTRAK

ANALISIS HUKUM PERBUATAN WANPRESTASI PADA PERJANJIAN KREDIT KONSTRUKSI PERUMAHAN

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Perjanjian kredit konstruksi perumahan antara BTN dan Pihak *Developer* mengikat kedua pihak untuk melaksanakan prestasi sesuai ketentuan Pasal 1234 KUHPerdata. BTN atas perjanjian tersebut telah melakukan perbuatan wanprestasi sebagaimana diatur dalam Pasal 1243 KUHPerdata kepada Pihak *Developer* sehingga Pihak *Developer* mengajukan gugatan wanprestasi ke Pengadilan Negeri kepada BTN. Penelitian ini akan menjelaskan bentuk wanprestasi dalam perjanjian kredit pembangunan rumah, pertimbangan hukum Majelis Hakim Agung, dan akibat hukum perbuatan wanprestasi.

Jenis penelitian ini adalah penelitian hukum normatif dengan tipe penelitian deskriptif. Pendekatan masalah menggunakan studi kasus yang telah berkekuatan hukum tetap (*inkracht*). Data yang digunakan adalah data sekunder melalui studi dokumen (putusan) dan kepustakaan. Selanjutnya, data diolah melalui pemeriksaan dan rekonstruksi data serta sistematisasi data, serta dianalisis secara kualitatif.

Hasil penelitian dan pembahasan menyatakan bahwa BTN telah melakukan perbuatan wanprestasi akibat tidak melaksanakan prestasi kepada Pihak *Developer*. Mengacu pada putusan kasasi Nomor: 3427 K/PDT/2020 memutuskan mengabulkan gugatan yang diajukan Pihak *Developer*, dan selanjutkan menyatakan bahwa BTN telah melakukan wanprestasi akibat tidak melaksanakan akad penjualan kepada calon pembeli unit rumah KPR yang telah selesai dibangun oleh Pihak *Developer*. Majelis Hakim Agung menyatakan perjanjian antara BTN dan Pihak *Developer* adalah sah dan mengikat bagi kefua belah pihak. Putusan telah berkekuatan hukum tetap sehingga Pihak *Developer* berhak memperoleh ganti kerugian dan BTN berkewajiban untuk memberikan ganti kerugian tersebut serta Menyerahkan 17 (Tujuh Belas) Sertifikat Hak Guna Bangunan beserta Tanah dan Bangunan kepada Pihak *Developer*.

Kata Kunci: **Perjanjian Kredit, Wanprestasi, Konstruksi Perumahan.**

ABSTRACT

LEGAL ANALYSIS OF BREACH OF CONTRACT IN HOUSE CONSTRUCTION CREDIT AGREEMENTS

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The loan agreement between BTN and the Developer Party binds both parties to perform in accordance with the provisions of Article 1234 of the Civil Code. BTN on the agreement has committed an act of default as stipulated in Article 1243 of the Civil Code to the Developer Party so that the Developer Party filed a lawsuit for default to the District Court to BTN. This research will explain the form of default in a home ownership credit agreement, the legal considerations of the Supreme Court Justices, and the legal consequences of default actions.

This type of research is normative legal research with descriptive research type. The problem approach uses a case study approach that has permanent legal force (inkracht). The data used is secondary data through document studies (decisions) and literature studies. Furthermore, the data is processed through data examination, data reconstruction, and data systematization.

The results of the research and discussion state that BTN has committed an act of default due to non-performance to the Developer Party. The Panel of Supreme Court Judges in cassation decision Number: 3427 K/PDT/2020 decided to grant the lawsuit filed by the Developer Party, and further stated that BTN had committed a default due to not implementing a sales contract to prospective buyers of KPR housing units that had been completed by the Developer Party. The Panel of Supreme Court Judges stated that the agreement between BTN and the Developer is valid and binding for both parties. The verdict is legally binding so that the Developer is entitled to compensation and BTN is obliged to provide such compensation and hand over 17 (Seventeen) Certificates of Building Rights Title along with Land and to the Developer.

Keywords: ***Agreement Loan, Default, Construction House.***