Fulfillment of Buyer's Liability Compensation Claim That is Not Granted for The Seller's Default in The Land Sale and Purchase Agreement

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Abstract

The focus of this research study is to discuss the fulfillment of the buyer's claim for compensation for the seller's default in the land sale and purchase agreement. The purpose of the research was to analyze the fulfillment of the buyer's liability compensation claim that was not granted for the seller's default in the land sale and purchase agreement. This type of research is normative juridical research, with a statutory approach and a case approach. The research data source uses secondary data consisting of primary legal materials, secondary legal materials and tertiary legal materials. Research data collection by literature studies and document studies as well as qualitative analysis. This study concludes that the seller's liability for default against the buyer in the land sale and purchase agreement is the fulfillment of the buyer's liability for the seller's default in the land sale and purchase agreement cannot be granted because the claim for the right to compensation is not requested or not included in the lawsuit. The examining judge cannot consider granting the claim for the right to compensation applied for. If the claim for damages is included or requested in the lawsuit, at least the examining judge can consider the claim for the right to compensation, especially by detailing the list of losses that have occurred, both concerning losses suffered as a result of default and lost profits.

INTRODUCTION

The 1945 Constitution of the Republic of Indonesia (hereinafter referred to as the 1945 Constitution) Article 33 paragraph (3) states that "The earth, water and natural resources contained therein are controlled by the state and used for the greatest possible

prosperity of the people. Soil[1] is a source of life necessities for humans, because soil in its function is both a means of living, it can also be used in various fields such as agriculture, plantations, livestock, fisheries, and also industry.[2]

Buying and selling land (fixed objects) is one way to own land, so that ownership of land can shift from one party to another, namely from the seller to the buyer. Buying and selling land is essentially a transfer of land rights to other parties/persons in the form of sellers to land owners.[3] Buying and selling land has the same principle as an agreement in general, that the sale and purchase is an agreement between two or more parties, the agreement must occur between both parties, namely the seller and the buyer and must meet the elements of Article 1320 of the Civil Code.[4] Buying and selling land in Indonesia is subject to the Indonesian agrarian law system.[5]

Buying and selling as a reciprocal agreement, the seller promises to give up ownership of an item and the buyer promises to pay a certain amount of money in return. The ownership of an item that was originally owned by the seller will change hands to the buyer if there has been a juridical submission as stipulated in Article 1459 of the Civil Code. A sale and purchase agreement is deemed to have occurred between the parties immediately after these parties have reached an agreement on the property and its price, even though the property has not been handed over, nor the price has not been paid.[6] Goods and prices are important components of the sale and purchase agreement. Based on Article 1517 of the Civil Code, if the buyer does not pay the purchase price, it is a default that provides a reason for the seller to demand compensation or cancellation of the agreement.

The obligatory sale and purchase in Article 1459 of the Civil Code explains that the title of the goods sold will not change hands to the buyer as long as there has not been a juridical handover according to Articles 612, 613, and 616 of the Civil Code. Based on the nature of the obligator in the sale and purchase agreement, it can be described into several things that in essence are also included in the nature of the obligator. This can be seen from the object (what is the object), the price that has been agreed upon by both parties

[1] The English equivalent of the word *Land* as described in the Black Law Dictionary: "*Land*" *May Include any estate or interest in land, either legal or equitable. As well as easement and conpreal berediitaments*. See H. Mustofa, and Suratman, *The Use of Land Rights for Industry*, Sinar Grafika, Jakarta, 2013, p. 31

[2] Ni Nyoman Putri Satrianiingsih, A.A. Ngurah Wirasila, "Transfer of Land Ownership Through Agreements under the Hand", *Kertha Semaya: Journal of Legal Sciences*, Volume 7 Number 6, Faculty of Law, Udayana University, Badung, 2019, p. 2

[3] Harun Al Rashid, *Overview of Land Buying and Selling (and Regulations),* Ghalia Indonesia Publisher, Jakarta, 1987, p. 50.

[4] Arie S. Hutagalung and Suparjo Sujadi, "Buyers in Good Faith in the Context of Buying and Selling According to Indonesian Legal Provisions", *Journal of Law and Development*, Volume XXXV, Number 1, 2005, p. 37.

[5] The regulation of land buying and selling in Indonesia in general is still plural because in society it is still based on two different laws, namely the provisions of customary law regarding the sale and purchase of immovable property, including land, and the provisions of Law Number 5 of 1960 concerning Agrarian Principles (UUPA) regarding immovable objects, especially land. See Wagirin, Teo Christoper Limbong, 2018, "Legal Aspects of Buying and Selling Land Under the Hand and Land Registration Derived from Buying and Selling Under the Hand", *Journal of Prima Jurisprudence*, Volume 1 Number 1, Faculty of Law, Universitas Prima Indonesia, Medan, p. 12

[6] Article 1458 of the Civil Code

in the sale and purchase agreement, and the last is the rights and obligations of the parties.

Based on the principle of consensuality in the sale and purchase agreement since the agreement was reached regarding the sale and purchase of goods and prices even though no delivery of goods or payment has been made, since then a sale and purchase agreement has been born. Buying and selling that is obligatory in Article 1359 of the Civil Code, that the title of the goods sold will not transfer to the buyer as long as there has not been a handover according to the provisions of Article 612 of the Civil Code which states that the delivery of movable objects is carried out by real handover, Article 613 that the handover of receivables in the name of the buyer is carried out by making an authentic deed or under the hand.

The transfer of land rights through the sale and purchase process begins with an agreement between the parties on the land that is the object of the agreement. The agreement is not only about the object but also about the price of the buying and selling object that has been agreed upon by the seller and the buyer. The existence of a sale and purchase agreement that has followed the provisions of the legal terms of the agreement as stipulated in Article 1320 of the Civil Code has legal consequences for each party.

As a result of the legal consequences of the parties, the sale and purchase of land provides the rights and obligations of the parties. In principle, the buyer has the obligation to hand over a sum of money at the price that has been set and agreed with the seller both in cash and installments and has the right to get land as the object of buying and selling. Meanwhile, the seller is obliged to hand over the land as an object of sale and purchase and is entitled to a sum of money equal to the price that has been set and agreed. The agreement between the seller and the buyer as a form of rights and obligations must be implemented properly.

However, a land sale and purchase agreement carried out by these parties does not rule out the possibility of legal problems in the future. There is one party in the implementation of the agreement who is unable to carry out his obligations (achievements) to the other party. A party that cannot fulfill its achievements as promised can result in the party being categorized as committing default (breach of promise). Default can occur on both the part of the seller and the buyer, and this can cause disputes and have an impact on the legal certainty of the ownership of the land.[7]

Default in Dutch "*default*", means the non-fulfillment of the achievements or obligations that have been set against certain parties in an agreement, either an agreement born from an agreement or an agreement arising from a law.[8] In principle, default is as stipulated in Article 1238 of the Civil Code and 1239 of the Civil Code which states that there is negligence or non-fulfillment of obligations. The negligence in question is negligence in fulfilling the matters mutually agreed upon by the parties. Default is a

[7] Abon et al., "Legal Consequences of the Transfer of Rights to Heirloom Land Based on Article 20 paragraph (1) of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles", *Journal of the Judicial Community,* Vol. 5, No. 3, 2022, pp. 64-65.

[8] Sinaga, "Default and Consequences in the Implementation of Agreements", *Journal of Management Partners*, Edition No. 5 Vol 3, Surya Darma University, 2020, p. 9.

situation in which the debtor does not fulfill the obligations that have been stipulated in the agreement, both an agreement arising from an agreement and an agreement arising from the law.

Article 1243 of the Civil Code states that regarding the elements of default, *first*, there is an agreement, *second*, there is a party who breaks the promise or violates the agreement and *third*, it has been declared negligent, but still does not carry out the content of the agreement. The legal consequences of this act of default include: cancellation of the agreement, cancellation of the agreement with claims for compensation arising from the defaulting debtor, fulfillment of the agreement, fulfillment of the agreement accompanied by demands for compensation and demanding compensation only.

The party who commits a default is obliged to provide compensation in the form of costs, losses and interest. This is as stipulated in Article 1239 of the Civil Code which states that every commitment to do something, or not to do something, must be resolved by providing reimbursement of costs, losses and interest, if the debtor does not fulfill his obligations.

Cases of default (injury of promise) often occur. This default case occurs starting from an agreement in which in the implementation of one party does not carry out obligations to the other party. One of the default disputes occurred between the buyer and seller that occurred in the jurisdiction of the Surabaya District Court. The parties entered into a land sale and purchase agreement at a price that had been agreed upon by the parties. The agreement also concerns the name change process that will be carried out by the buyer after the payment of the land price.

The buyer has paid in full for the land and wants to change the name. This name change process requires data from each party, especially the seller's identity. However, the seller who has received payment for the land sold does not give his obligation in the form of not submitting land documents, data related to land, the seller's identity and does not want to help provide identity data and has not signed the sale and purchase deed because the seller does not want to be present to sign the sale and purchase deed. This obstacle has an impact on buyers who cannot process the name of the land that has been purchased from the seller. The buyer tried to give a summons (reprimand) to the seller but the seller did not respond to the buyer's summons (reprimand).

Based on this, there are no more legal steps for the buyer to get the rights that have been obtained from the seller. So that the buyer takes legal steps in the form of filing a default lawsuit to the district court in the jurisdiction of the Surabaya District Court.

RESEARCH METHODS

This research is a normative legal research, with a statute *approach* and a *case approach*. The research data source used secondary data consisting of primary legal materials, secondary legal materials and tertiary legal materials. The collection of research data used literature and document studies and was analyzed using qualitative analysis.

RESEARCH AND DISCUSSION RESULTS

Fulfillment of Buyer's Liability Claim Not Granted for Seller's Default in the Land Sale and Purchase Agreement

The term liability is used within the scope of Civil Law/Private Law. The term "liability" refers to the position of a person or legal entity that is deemed to have an obligation to pay compensation or compensation after an event or legal action occurs.[9] In principle, liability is inherent to the guilty party or the party who bears the risk as a result of the act of default or unlawful act.[10] Y. Sogar Simammora defines liability not only in the form of compensation, but also restoration to its original condition.[11]

Purwahid stated that the main elements in liability are[12] *first*, the existence of an element of loss experienced by the Plaintiff. In liability for loss is a clause or cause of the occurrence of a lawsuit by the party who feels aggrieved, *second*, the existence of the act of a person (the Defendant) that causes losses to others, and *third* There is a lawsuit from the party who feels aggrieved, which this lawsuit is intended to request that the losses suffered by the plaintiff will be borne by the defendant who is the party who caused the loss. The same opinion was expressed by Peter Mahmud Marzuki and J.H. Niewenhuis, that liability is an obligation to bear compensation for a consequence of violation of norms. The causes of violation of norms include unlawful acts and default.[13]

Default is a situation in which the debtor does not fulfill the obligations that have been stipulated in the agreement, both an agreement arising from an agreement and an agreement arising from the law. Article 1243 of the Civil Code states that regarding the elements of default, *first*, there is an agreement, *second*, there is a party who breaks the promise or violates the agreement and *third*, it has been declared negligent but still does not carry out the content of the agreement. The reason why the debtor does not fulfill its obligations is due to the debtor's fault for its intentionality or negligence, and due to compelling circumstances or *force majeure*.[14] The same opinion was conveyed by Abdul Kadir Muhammad who stated that default occurs due to 2 (two) possibilities, namely coercive circumstances or due to the debtor's fault either due to intentionality or negligence.[15]

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[9] Arman Anwar, "Risk Liability in the Aspect of Health Law", *Jurnal Sasi*, Edition No. 2 Vol. 23, 2017, p. 160.

[10] Yusuf Arif Utomo, et. al, "Shopee's Liability as *an Online* Marketplace Provider in Shipping Goods", *Journal of Bina Mulia Hukum*, Vol. 4, No. 2, March 2020, p.357

[11] Siti Kotijah, "Corporate Legal Liability Due to Coal Mining Management," *Yuridika Journal*, Volume 26 Number 3, Surabaya, December 2019, p. 3.

[12] Soekotjo Hardiwinoto, *Collection of Inauguration Speeches of Professors of the Faculty of Law, Diponegoro University Semarang*, Diponegoro University, Semarang, 1995, p.183

[13] Paul Aluk Dawn Dwi Santo. *Conception of Liability*, found in http://business-law.binus.ac.id/2016/05.31/konsepsi-tanggung-gugat , Accessed on April 26, 2025, at 08.25 WIB.

[14] Abdul Kadir Muhammad. *Indonesian Civil Law*. Bandung: Citra Aditya Bakti, 2014, p. 241

[15] Dina Fazriah, "Responsibility for the Occurrence of Defaults Committed by Debtors at the Time of Implementation of the Agreement", *Journal of Contemporary Studies of Law and Society*, Volume 1 Number 2, Bandung, July 2023, p. 7.

If the debtor is suspected of having committed a default, then the creditor in principle provides a summons (reprimand, warning letter) explaining that the debtor has neglected its obligations. Article 1238 of the Civil Code explains that the debtor is declared negligent with a warning letter or a type of deed or based on his own engagement, that is, if this agreement results in the debtor must be considered negligent by passing the specified time.

This summons (reprimand, warning letter) aims to provide an opportunity for the prospective Defendant to do or stop an act that is demanded. The summons is a warning for the debtor to carry out his obligations in accordance with the reprimand of negligence that has been submitted to him by the creditor.[16]

As a legal result of this act of default, creditors can determine claims against the debtor. The non-fulfillment of the promised achievements will be detrimental to creditors. If the debtor defaults, the creditor can demand several things, namely the fulfillment of the agreement, cancellation of the agreement[17], compensation, fulfillment of the agreement with compensation, and cancellation of the agreement with compensation.[18]

Some of these demands include, *first*, the cancellation of the agreement. The cancellation of the agreement has consequences for both parties returning to their original state before the agreement existed; *Second*, the cancellation of the agreement with the claim for damages arising from the debtor's default. Based on Article 1246 of the Civil Code, the compensation includes, costs, all expenses or costs that have been incurred; losses, loss of damage to the creditor's property caused by the debtor's negligence; interest, the profit that the creditor should have earned if the debtor is not negligent; *Third*, the fulfillment of the agreement. The creditor only asks for the fulfillment of the debtor's achievements, *fourth*, the fulfillment of the agreement accompanied by a demand for compensation. The creditor demands the fulfillment of performance and compensation to the debtor, and *fifth*, demands compensation only.

The party who commits the default is obliged to provide compensation in the form of costs, losses and interest. This is as stipulated in Article 1239 of the Civil Code which states that every commitment to do something, or not to do something, must be resolved by providing reimbursement of costs, losses and interest, if the debtor does not fulfill his obligations. Reimbursement is reimbursement for costs or money that has been spent by one of the parties. Compensation is compensation for losses that have been incurred from the negligence of the defaulting party. Interest reimbursement, according to J. Satrio's

[16] Riedel Timothy Runtunuwu, et. al, "A Study of Liability for Default and Unlawful Acts Based on the Civil Code", *Lex Privatum E-Journal of the Faculty of Law Unsrat*, Manado, Edition No.1 Vol. 10, Civil Law Section of the Faculty of Law Unsrat, 2022, p. 71.

[17] Kristiane Paendong and Herts Taunaumang, "Juridical Study of Default in Agreements and Agreements Reviewed from Civil Law", *Lex Privatum Journal*, Volume 10 Number 3, North Sulawesi, June 2022, p. 4.

[18] Candrika Radita Putri, "The Liability of *peer to peer Lending* Providers If Borrowers Default", *Jurist Diction*, 2018, p. 468.

opinion [19], interest is categorized into 3 (three) types, *first*, moratorium interest, which is interest owed because the debtor is late in fulfilling his obligations; *Second*, conventional interest is interest agreed upon by the parties, and *third*, compensatory interest, is interest outside the interest in the agreement.

The classical theory states that the purpose of a default lawsuit is to get a reinforcer in the position if the agreement is fulfilled, thus the compensation is in the form of an expected loss of profit or called the term *expectation loss* or *winstderving*.[20] The existence of a case of default motivated by the land sale and purchase agreement between the buyer and seller was submitted to the court at the Surabaya District Court. The claim of rights submitted by the buyer to the seller is the fulfillment of the sale and purchase agreement as a result of the seller's alleged default. A default lawsuit is filed by the buyer due to the seller's failure to fulfill its obligations in accordance with the agreed agreement.

Buyer and seller dispute registered with case Number 560/Pdt.G/2020/PN SBY The facts at the trial revealed that *first, the* seller (Defendant) did not hand over the land, especially land papers (land certificates) to the buyer (Plaintiff), *second*, the existence of a sale and purchase deed (AJB) made by the Land Deed Making Officer (PPAT) as valid evidence of the transfer of land ownership rights from the seller (Defendant) to the buyer (Plaintiff). *Third*, the seller (the Defendant) has never presented another Defendant (the Defendant's wife) to change the name of the Certificate of Ownership on behalf of the seller (the Defendant). This complicates the process of changing the name of the certificate. In addition, the seller (the Defendant) and the other Defendant (the Defendant's wife) did not submit their identity data, and the other Defendant (the Defendant's wife) had not signed the sale and purchase deed so that the buyer (Plaintiff) could not carry out the process of changing the name of the land and building at PPAT.[21]

For the actions or deeds carried out by the seller (the Defendant), the buyer (Plaintiff) has given a summons (reprimand) to the seller (Defendant) in order to fulfill the agreement as agreed. However, the summons (reprimand) submitted by the buyer (Plaintiff) to the seller (Defendant) was not responded to and the seller (Defendant) still did not carry out its obligations to the buyer (Plaintiff).

Based on the facts at the trial and matters related to the case of alleged default committed by the seller (Defendant) with the buyer (Plaintiff), the act committed by the seller (Defendant) is an act of default (breach of promise) as stipulated in Article 1243 of the Civil Code. Based on the content of Article 1243 of the Civil Code, there are 3 (three) elements of default, *first*, the existence of an agreement, *second*, there are parties who have broken their promises or violated the agreement, and *third*, have been declared negligent, but still do not implement the content of the agreement. The existence of a party who defaults in the land sale and purchase agreement shows that the agreement in its implementation has violated the principle of good faith. The performance of an

[19] https://www.hukumonline.com./berita/a/unsur-dan-cara-menyelesaikan-wanprestasi -lt62174878376c7/, Accessed on April 26, 2025, at 08.25 WIB

[20] Agoes Parera, *Legal Protection for Policyholders Due to Default: Related to Standard Agreements in Life Insurance Policies*, Yogyakarta: Andi Publishers, 2022, p. 175

[21] Decision Number 560/Pdt.G/2020/PN SBY, pp. 12-13

agreement in good faith or not will be reflected in the actual actions of the party executing the agreement.[22]

The buyer and seller have a legal relationship in the form of a land sale and purchase agreement which has been paid off by the buyer (Plaintiff) before PPAT through a sale and purchase deed made by PPAT. However, after the payment of the sale and purchase price, the seller (the Defendant) who was supposed to carry out his achievements (obligations) to the buyer (Plaintiff) was not carried out. The seller (Defendant) has committed a default (injury of promise) to the buyer (Plaintiff) because the seller (Defendant) is not willing to present another Defendant (the Defendant's wife) for the sake of the process of changing the name of the land certificate. In addition, both the seller (the Defendant) and the other Defendant (the Defendant's wife) have not signed the sale and purchase deed so that the buyer (the Plaintiff) cannot carry out the process of changing the name of the object of sale and purchase.

The buyer-seller dispute case with case Number 560/Pdt.G/2020/PN SBY, and the panel of judges examining the case provided several legal considerations that *first*, the buyer (Plaintiff) did not get the object of sale and purchase that he had purchased in accordance with the agreement, so he could not use the object of sale and purchase according to the purpose of purchase. *Second*, the buyer (Plaintiff) suffered financial losses because he had paid the object of sale and purchase in full, but did not get the object of sale and purchase because the seller (Defendant) did not hand over the object of sale and purchase.

Third, the buyer (Plaintiff) does not have legal certainty over the ownership of the sale and purchase object, because the seller (Defendant) did not submit documents and papers related to the sale and purchase object and the identity of the seller's (Defendant's) personal data, so there is a potential for disputes in the future. *Fourth*, the buyer (Plaintiff) must incur more costs including time and effort to file a claim in the form of filing a lawsuit to the court to obtain his rights, so that the seller (Defendant) carries out the obligations that have been agreed in the agreement.

The panel of judges examining case Number 560/Pdt.G/2020/PN SBY stated in its legal consideration that the seller (the Defendant) was proven to have committed an act of default or breach of promise on the sale and purchase agreement that had been agreed between the buyer (the Plaintiff) and the seller (the Defendant). Default committed by the seller (Defendant) in the form of not carrying out the achievement at all to the buyer (Plaintiff) because it did not carry out the obligations that should be carried out by the seller (Defendant). The Seller (Defendant) failed to fulfill its main obligations The Seller (Defendant) had committed a default (injury of promise) to the buyer (Plaintiff) because the seller (Defendant) was not willing to present another Defendant (the Defendant's wife) for the sake of the process of changing the name of the land certificate. In addition, both the seller (the Defendant) and the other Defendant (the

[22]Moh Ainun Najib, et.al., "Settlement of Defaults Due to Bad Faith in the Cooperation Agreement (Ijarah) Between Batik Entrepreneurs and Batik Artisans in Pekalongan City", *Journal of Islamic Economic Law*, Volume 3 Number 1, May 2023, Pekalongan, p. 7.

Defendant's wife) have not signed the sale and purchase deed so that the buyer (the Plaintiff) cannot carry out the process of changing the name of the object of sale and purchase.

In principle, the rights of the buyer (Plaintiff) have been protected by the existence of a court decision that accepts all plaintiffs of the buyer (Plaintiff). The claim of the original rights of the buyer (Plaintiff) requested by the buyer (Plaintiff) in his lawsuit to the seller (Defendant) in the form of fulfillment of the sale and purchase agreement was granted in its entirety by the panel of examining judges.

However, if you look at the case that occurred, that the buyer (the Plaintiff) was not only harmed because his rights as a buyer were not fulfilled by the seller, but also the buyer had actually been harmed materially. This means that the buyer (Plaintiff) can actually file a claim for rights to the seller (Defendant) in the form of fulfilling the agreement (achievement) and demanding compensation.[23] Compensation[24] based on Article 1246 of the Civil Code, includes, *first*, costs, any expenses or costs that have been incurred; *second*, losses, losses of damage to creditors' property caused by the debtor's negligence; *Third*, interest, the profit that the creditor should get if the debtor is not negligent.

Article 1239 of the Civil Code states that every agreement to do something, or not to do something, must be resolved by providing reimbursement of costs, losses and interest, if the debtor does not fulfill his obligations. This means that the party who commits a default is obliged to provide compensation in the form of costs, losses and interest.

The Buyer (Plaintiff) can seek compensation from the seller (Defendant) in the default lawsuit. In addition to fulfilling the agreement in the form of presenting another Defendant (the Defendant's wife) for the sake of the process of changing the name of the land certificate, and the seller (the Defendant) and the other Defendant (the Defendant's wife) have not signed the sale and purchase deed so that the buyer (Plaintiff) cannot carry out the process of changing the name of the object of sale and purchase, the buyer can also ask for compensation.

However, in the case of the dispute, the buyer did not postulate the claim for compensation expressly and explicitly addressed to the seller (the Defendant). The Buyer (Plaintiff) does not include compensation at all, let alone by detailing the list of losses that

[23] Niru Anita Sinaga and Nurlely Darwis, "Default and Consequences in the Implementation of Agreements", *Journal of Management Partners*, Vol. 7, No. 2, 2015, pp. 52-53

[24] Regarding compensation, there is no legal provision that specifically and strictly regulates compensation related to a default lawsuit. The only rules that can be referred to in this regard are several articles in the Civil Code starting from Article 1243 to Article 1252 of the Civil Code. However, these articles only mention the terms "costs", "indemnity" and "interest". Regarding the method, the components of determining damages are not regulated at all. Determining the amount of compensation in a dispute over debts and receivables or the demand to pay a sum of money, generally the judge does not bother to get stuck in a "njlimet" calculation, but only determines the form of real losses that can be calculated based on concrete evidence in the form of a notary deed related to the state of default. See Th. Wahyu Winarto, "Legal Practice of Determining Compensation by Judges as a Result of Default Lawsuits in Debts and Receivables Cases or Demands to Pay a Sum of Money at the Surakarta District Court," *UNS Postgraduate Journal of Law*, Volume V Number 1, January-June 2017, pp. 40-41

have occurred, both regarding losses suffered in real terms as a result of default and lost profits.[25] So that the judge who examines the case in *a quo case* because there is no demand, then the judge's decision granting something, regardless of legal considerations, cannot be justified, and the judge may not decide more than what is demanded by the Plaintiff (ultra petitum) as according to the Jurisprudence of the Supreme Court of the Republic of Indonesia Number 1079 K/Sip/1973 dated February 26, 1979.

In practice, the claim for compensation must be postulated and demanded in the lawsuit letter firmly. A lawsuit for damages on the basis of default, will be pursued by detailing the entire list of losses that have occurred in the lawsuit material, both regarding losses experienced in real life and lost profits as a result of default. This is according to the jurisprudence of the Supreme Court of the Republic of Indonesia Number 1195 K/Sip/1973 dated September 9, 1976 which states that the determination of the amount of compensation in a case is real (factual) and therefore not subject to cassation. This means that if the judge has determined the amount of compensation based on the facts in the field, then it can no longer be questioned through cassation legal remedies.

In the case of *a quo* dispute, the buyer (Plaintiff) should be able to file a claim for compensation in his lawsuit based on the losses that actually occurred or were experienced by the buyer (Plaintiff). The buyer (Plaintiff) suffered losses on the land purchased from the seller (Defendant) for Rp. 350,000,000.00 (three hundred and fifty million rupiah), but the buyer (Plaintiff) could not enjoy the object of sale and purchase because the seller (Defendant) did not submit, especially documents or papers related to the object of sale and purchase.

The buyer (Plaintiff) has lost profit, namely not being able to make maximum use of the land of the object of sale and purchase, which should be used as a place of business or to be rented to others. This is as in the civil case Decision Number 106/Pdt.G/2017/PN. SKT, which states that the Plaintiff has calculated that if the land in dispute is leased per year by the tenant of around Rp. 2,000,000.00 (two million rupiah) as of May 9, 2012 if the land is leased, for 5 (five) years, then the total loss suffered by the Plaintiff is Rp. 10,000,000.00 (ten million rupiah).[26]

In the case of Decision No. 106/Pdt.G/2017/PN. The SKT, because the Plaintiff has attached sufficient evidence and can explain any reasons until the Plaintiff asks for material damages in the amount of Rp. 10,000,000.00 (ten million rupiah). Panel of examining judges Number 106/Pdt.G/2017/PN. The SKT has granted the claim for

[25] Th. Wahyu Winarto, "Legal Practice of Determining Compensation by Judges as a Result of Default Lawsuits in Debts and Receivables Cases or Demands for Paying a Sum of Money at the Surakarta District Court," *UNS Law Postgraduate Journal*, Volume V Number 1, January-June 2017, pp. 47-48

[26] Ananda Dwinanti Kinasih," Settlement of Compensation for Disputes of Unlawful Possession of Land Rights (Review of Several Cases in the Surakarta District Court), *Jurnal Privat Law*, Volume VII, Number 1, January-June 2019, p. 71

material damages, because the panel of judges is of the opinion that the Plaintiff can make clear and reasonable and appropriate details.[27]

The demands of the buyer's rights (Plaintiff) to the seller (Defendant) in the case of Decision Number 560/Pdt.G/2020/PN SBY have been granted by the panel of judges examining the case, including that *first*, the seller (Defendant) was declared to have committed a default; *second*, the sale and purchase of land between the buyer (Plaintiff) and the seller (the Defendant) is legal according to the law; *third*, to give power of attorney to the buyer (Plaintiff) who acts for and on behalf of the seller (Defendant) and other Defendants as sellers to sign the sale and purchase deed before PPAT if both the seller (Defendant) and the other Defendant as the seller are not present or are not present before PPAT, as well as the buyer (Plaintiff) acts for and on his own behalf as the buyer of the land object *a quo*, use the management of land rights registration or rename the land object *a quo*. The fulfillment of the right of liability for the default of the seller (the Defendant) in the sale and purchase agreement has been fulfilled with the granting of the buyer's (Plaintiff's) claim for the right by the panel of examining judges.

However, on the other hand, the fulfillment of the buyer's (Plaintiff's) right to liability for the default of the seller (the Defendant) in the land sale and purchase agreement in the form of compensation, especially material damages, cannot be fulfilled by the panel of examining judges, because the buyer (Plaintiff) did not request or apply for such material damages in the lawsuit submitted to the panel of judges examining the case. For the judge , because there is no claim for his rights, the judge does not grant it because the judge cannot decide more than what is demanded by the Plaintiff. In that case, the buyer (Plaintiff) did not include a claim for damages, both material and immaterial, in his lawsuit, so that the panel of judges did not consider or even granted the claim for damages in its decision.

The decision of the panel of judges examining *the case a quo* has fulfilled the substantive rights of the buyer (Plaintiff) in the context of the implementation of the agreement. However, the panel of judges in the aspect of fulfilling the right to liability in the form of damages, especially material damages, did not grant because it was not expressly and explicitly requested by the buyer (Plaintiff) in its lawsuit. The *a quo* case confirms the importance of a *complete and precise formulation of a lawsuit petitum*. When the buyer (Plaintiff) only demands the fulfillment of the right in the form of the performance of the agreement without claiming compensation, then the right to compensation for losses is considered to be implicitly waived and the panel of judges is bound to decide only within the extent requested.

CONCLUSION

[27] The Panel of Judges in granting the claim for damages referred to the permanent jurisprudence of the Supreme Court of the Republic of Indonesia as stated in its decision No. 459.K/Sip/1975 dated September 18, 1975 which stated that "In the lawsuit, both the posita and the petitum demanded that the Defendant be sentenced to pay "compensation money" to the Plaintiff. The judge can only grant the claim for damages, if the Plaintiff can prove in detail the loss and the amount of the loss."

The fulfillment of the buyer's liability compensation for the seller's default in the land sale and purchase agreement cannot be granted because the claim for the right to compensation is not requested or is not expressly stated in the lawsuit. The examining judge cannot consider granting the claim for the right to compensation applied for. If the claim for the right to compensation is stated or expressly requested in the lawsuit, at least the examining judge can consider the claim for the right to compensation, especially by detailing the list of losses that have occurred, both regarding losses suffered in real terms as a result of default and lost profits. Judges in civil procedure can only decide based on what is requested or demanded.

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