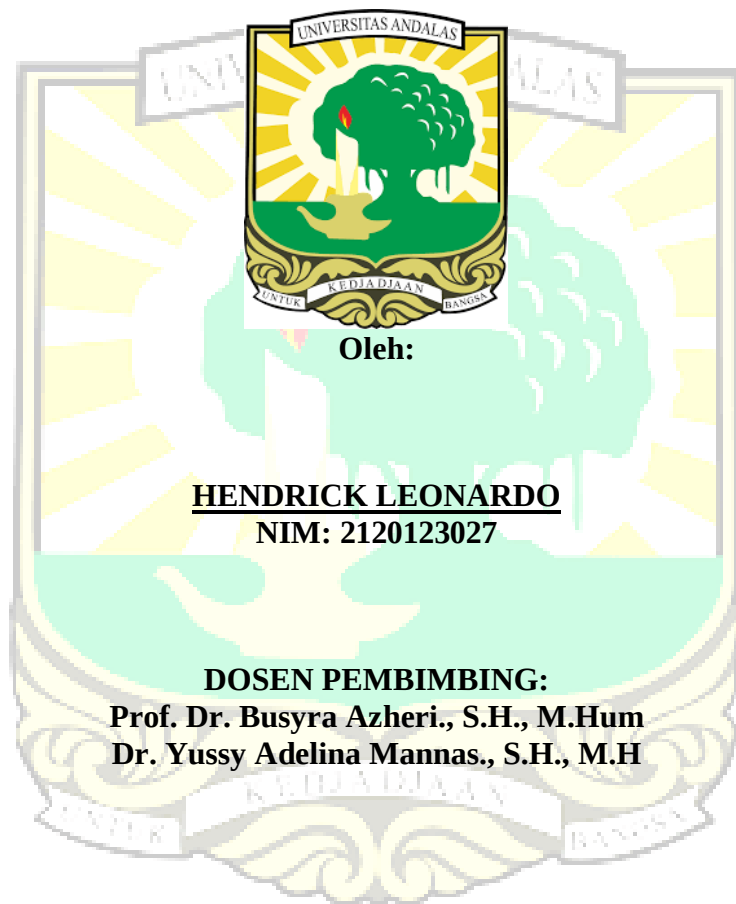


**PERLINDUNGAN HUKUM TERHADAP KONSUMEN
DALAM PERJANJIAN JUAL BELI DENGAN SISTEM
PEMBAYARAN UANG MUKA (DOWN PAYMENT) DI PADANG
(ANALISIS PUTUSAN NOMOR : 11/PDT.G.S/2024/PN.PDG)**

TESIS

*Diajukan Guna Melengkapi Persyaratan Untuk Memperoleh Gelar Magister
Kenotariatan pada Fakultas Hukum Universitas Andalas*



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**PROGRAM MAGISTER KENOTARIATAN
FAKULTAS HUKUM
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(Hendrick Leonardo, 2120123027, Magister Kenotariatan Fakultas Hukum
Universitas Andalas, Tahun 2025, 144 Halaman)

ABSTRAK

Perjanjian atau kontrak dalam mengatur hubungan dalam masyarakat sangat diperlukan, penting adanya karena meski kerjasama bertujuan baik untuk saling membantu satu sama lain, yang mendatangkan keuntungan, namun dalam pelaksanaan isi perjanjian tidak menutup kemungkinan adanya penyimpangan isi perjanjian dari salah satu pihak, baik itu tanpa disengaja atau juga karena adanya itikad tidak baik, yang menjadikan wanprestasi. Terlihat pada perkara Nomor : 11/Pdt.G.S/2024/Pn.Pdg antara developer dengan konsumen, pada amar putusan tersebut hakim Menghukum tergugat/konsumen untuk mengosongkan dan menyerahkan kunci rumah yang menjadi obyek jual beli, Selanjutnya tergugat/konsumen melakukan upaya hukum gugatan perdata keberatan terhadap putusan nomor : 11/Pdt.G.S/2024/Pn.Pdg tersebut, kemudian amar putusan menjadi : 1. Menerima permohonan keberatan dari Pemohon Keberatan/Tergugat tersebut, 2. Membatalkan Putusan Pengadilan Negeri Padang Nomor : 11/Pdt.G.S/2024/Pn.Pdg, tertanggal 15 Juli 2024, yang dimohonkan keberatan tersebut. Berdasarkan hal tersebut rumusan penelitian dalam penelitian ini, *pertama* bagaimana perlindungan hukum terhadap konsumen dalam perjanjian jual beli dengan sistem pembayaran uang muka (*down payment*) berdasarkan putusan nomor : 11/Pdt.G.S/2024/Pn.Pdg? *Kedua*, Bagaimana pertimbangan hakim terhadap proses perjanjian jual beli dengan sistem pembayaran uang muka (*down payment*) berdasarkan putusan nomor : 11/Pdt.G.S/2024/Pn.Pdg? Hasil penelitian ini yaitu *pertama*, Sehingga dengan adanya amar putusan yang mengatakan Membatalkan Putusan Pengadilan Negeri Padang Nomor : 11/Pdt.G.S/2024/Pn.Pdg, tertanggal 15 Juli 2024, yang dimohonkan keberatan tersebut menjadikan objek perkara menjadi status quo yang dimaksudkan Kembali pada keadaan awal seperti tidak pernah terjadinya sengketa antara penggugat dengan tergugat, Hal ini secara otomatis tergugat Kembali mendapatkan hak konsumennya untuk menempati rumah sebagai pembeli. *Kedua*, sengketa hak atas tanah tidaklah masuk dalam kategori yang diperbolehkan dalam melalui Peraturan Mahkamah Agung Nomor 4 Tahun 2019 tentang Tata Cara Penyelesaian Gugatan Sederhana, Maka menurut penulis penyelesain sengketa hak atas tanah antara pihak penggugat dan pihak tergugat di Pengadilan Negeri Padang dengan nomor perkara 11/Pdt.G.S/2024/Pn.Pdg haruslah masuk kedalam jalur persidangan peradilan umum perdata, agar antara pengugat ataupun penggugat mendapatkan kepastian hukum.

Kata kunci: *Perlindungan Konsumen, Pertimbangan Hakim, Perlindungan Hukum, Gugatan Sederhana, Wansprestasi*

LEGAL PROTECTION FOR CONSUMERS IN SALES AND PURCHASE

AGREEMENTS WITH DOWN PAYMENT SYSTEM IN PADANG (ANALYSIS OF DECISION NUMBER: 11/PDT.G.S/2024/PN.PDG)

(Hendrick Leonardo, 2120123027, Master of Notary, Faculty of Law, Andalas University, 2025, 144 Pages)

ABSTRACT

Agreements or contracts in regulating relationships in society are very necessary, they are important because even though cooperation has good aims to help each other, which brings benefits, however in implementing the contents of the agreement, it does not rule out the possibility of deviations from the contents of the agreement from one of the parties, whether unintentionally or also because of bad faith, which results in a breach of contract. As seen in case number: 11/Pdt.G.S/2024/Pn.Pdg between developers and consumers. In the verdict, the judge ordered the defendant/consumer to vacate and hand over the keys to the house that became the object of the sale and purchase, then the defendant/consumer filed a civil lawsuit objecting to decision number: 11/Pdt.G.S/2024/Pn.Pdg. Then the verdict becomes: 1. Accept the objection from the objector/defendant, 2. Cancel the Decision of the Padang District Court Number: 11/Pdt.G.S/2024/Pn.Pdg PdG, dated July 15, 2024, which is requested for objection. Based on this, the formulation of research in this study, first, how is the legal protection of consumers in a sale and purchase agreement with a down payment system based on decision number: 11/Pdt.G.S/2024/Pn.Pdg? Second, How is the judge's consideration of the process of a sale and purchase agreement with a down payment system based on decision number: 11/Pdt.G.S/2024/Pn.Pdg? Based on this, the formulation of research in this study, first, how is the legal protection of consumers in a sale and purchase agreement with a down payment system based on decision number: 11/Pdt.G.S/2024/Pn.Pdg? Second, How is the judge's consideration of the process of a sale and purchase agreement with a down payment system based on decision number 11/Pdt.G.S/2024/Pn.Pdg? The results of this study are first, So that with the existence of a verdict that says Canceling the Decision of the Padang District Court Number: 11/Pdt.G.S/2024/Pn.Pdg, dated July 15, 2024, which is requested for objection, the object of the case becomes status quo which means returning to the initial state as if there was never a dispute between the plaintiff and the defendant, this automatically means that the defendant gets his consumer rights back to occupy the house as a buyer. Second, land rights disputes are not included in the category allowed by Supreme Court Regulation Number 4 of 2019 concerning Procedures for Settling Simple Lawsuits, so according to the author, the settlement of land rights disputes between the plaintiff and the defendant in the Padang District Court with case number 11/Pdt.G.S/2024/Pn.Pdg should be included in the general civil court trial, so that the plaintiff or plaintiff can obtain legal certainty.

Keywords: *Consumer Protection, Judge's Consideration, Legal Protection, Small Claims Claims, Breach of Contract*