



DEFAULT IN THE SALE AND PURCHASE AGREEMENT OF A SHOPHOUSE IN NON-CASH AND ITS CONSEQUENCES ON HEIRS

Panji Maulana ¹, Muhammad Insa Ansari ^{2*}, Teuku Saiful ³,

¹Master Of Law Student, Faculty Of Law, Syiah Kuala University, Email: lenterailmuinstitute@gmail.com

² Faculty Of Law, Syiah Kuala University, Email: insa.ansari@usk.ac.id

³ Faculty Of Law, Syiah Kuala University, Email: ipuuul_74@usk.ac.id

*Correspondent's email: lenterailmuinstitute@gmail.com

DOI: <https://doi.org/10.62567/micjo.v2i2.719>

Abstract

In binding the sale and purchase agreement between two parties must be carried out and obeyed in accordance with Article 1338 paragraph (1) of the Civil Code states that an agreement made legally will bind the parties as binding as the law and become law for them. The agreed agreement will give birth to obligations that must be carried out by the parties, if not carried out, there will be default due to breach of the agreed agreement. As happened between Baniyamin as the buyer and the late Muhammad Husen as the seller in the binding of the shophouse sale and purchase agreement, there was a default due to the seller not delivering the object of sale and purchase, the buyer had fully paid the price of the shophouse but did not get his rights so that the buyer was disadvantaged in the sale and purchase agreement. The results showed that the buyer made several efforts to obtain his compensation rights for defaults made by the heirs starting from family settlements, giving warning letters twice but there was still no response, and filing a default lawsuit to the Court. The heirs' responsibility for the testator's debt initially planned to pay Rp. 50,000,000. This amount is insufficient from the total loss suffered by the buyer, so that at the time of mediation in the Court the buyer gave the option to the heirs to be able to make payments in stages with a minimum of paying half of the total loss suffered, but the heirs were not able to do so.

Keywords: Default, Agreement, Heirs.



1. INTRODUCTION

In fulfilling the needs of life both in material and formal terms, the community will interact with each other as a form of fulfilling what is desired, so that the relationship that exists between two or more people will form a legal relationship. One of the legal relationships that is often carried out is to make a sale and purchase agreement, the agreement of the parties in the sale and purchase transaction will give birth to an obligation that makes each party must fulfil the rights and obligations agreed upon in the agreement. The obligation cannot be separated from the relationship established by the parties to bind themselves in the agreement and other interests, the obligation has been regulated in full in book III of the Civil Code, which is contained in Article 1233 which reads "an obligation is born because of an agreement or because of the law" (Gunawan Widjaja and Kartini M, 2003).

The law of engagement gives freedom to everyone in entering into an agreement or agreement whether regulated by law or not known as freedom of contract on the condition that it must be done lawfully and not violate the law. Generally, people often carry out the freedom of the agreement such as buying and selling houses / shophouses, this transaction is carried out by the community usually to make a place to live or other business interests for the parties to the sale and purchase agreement.

The sale and purchase agreement is regulated completely and systematically in book III of the Civil Code, which is contained in Article 1457 which reads "an agreement in which one party binds himself to deliver an object and property and the other party pays the agreed price". Buying and selling is an activity of releasing property rights with compensation in the form of money, goods or services, buying and selling forms a reciprocal bond where one party gives up property rights in the form of goods or an object while the other party pays the agreed price. This term is known as *verkoopt* (selling) and *koopt* (buying) (Sufirman Rahman, 2023).

The sale and purchase agreement has an object that must be determined and realised at the time the property rights are transferred to the buyer, so that the sale and purchase agreement will be valid. A sale and purchase agreement that is born from an agreement two parties will bind themselves to each other to reach an agreement on the agreed goods and prices, in the law of the agreement it is known as *the principle of consensualism*, namely that the parties to the agreement must agree, agree on matters that are the subject of the agreement entered into by the parties, if the *principle of consensualism* is fulfilled then both parties have created a valid agreement (Agus Yudha Hernoko, 2014). A valid agreement requires conditions that must be met by each party in accordance with the provisions in Article 1320 of the Civil Code, a valid agreement born from an agreement between the parties will have permanent legal force in accordance with Article 1338 of the Civil Code which states that "every agreement agreed upon by both parties becomes law for them".

The agreement made by both parties will form a permanent legal force and each party is required to fulfil all rights and obligations in accordance with what has been agreed upon at the beginning of the agreement for both the seller and the buyer (Niru Anita Sinaga, 2019). The sale and purchase agreement must be carried out in good faith so that the entire sale and purchase process runs smoothly and does not harm one of the parties involved in the sale and purchase agreement, as contained in Article 1338 paragraph (3) of the Civil Code regarding the principle of good faith which reads "the agreement must be carried out in good faith". Good faith must have been fulfilled since the agreement will be agreed upon and when implementing the agreement until the agreement has been fulfilled. The existence of this principle of good



faith must also start from the pre-contract phase where the parties will start negotiating until an agreement is reached and also the contract implementation phase (Subekti, 2003).

In the practice of buying and selling transactions among the community, sometimes one party does not fulfil the agreed achievements, this is often found by those who make agreements only with a sense of trust. In reality, a person's good faith is difficult to guess because it is related to the inner state of a person that cannot be seen by the naked eye, so that the impact of the event that does not fulfil the achievement will harm one of the parties and this action becomes an unlawful act or known as default (Rafni Suryaningsih Harun, 2019).

Default is an act of breaking promises or the implementation of obligations that are not on time and carried out improperly, parties who are deemed not to carry out their rights and obligations as agreed are considered to have committed default. Default or non-fulfilment of promises can occur either intentionally or unintentionally (Ahmadi Miru, 2007) According to Salim, default is not fulfilling in carrying out obligations as specified in the agreement made between the creditor and the debtor. According to Wirjono Prodjodikoro, default means the absence of an achievement and the performance of an agreement that must be carried out in accordance with the contents of the agreement (Yoliandri Nur Sharky, 2024).

Default which is regulated in Article 1243 of the Civil Code explains 4 elements of default starting from there is an agreement, there is a party who breaks the promise or violates the agreement and has been declared negligent but still does not carry out the contents of the agreed agreement. The law has stipulated various sanctions if the parties do not carry out their rights and obligations in the agreed agreement, contained in Article 1239 of the Civil Code which explains that "every obligation to do accordingly or not to do something must be completed by providing reimbursement of costs, losses and interest, if the debtor does not fulfil his obligations".

People today often ignore the commitments that have been built and agreed upon together and do not carry out in accordance with the applicable provisions regarding the agreements they have made. As is the case between Baniyamin as the buyer and the late Muhammad Husen as the seller has bound himself in the shophouse sale and purchase agreement, in the agreement the buyer has been harmed due to default committed by the seller. In the shophouse sale and purchase agreement, the parties had agreed to buy and sell the shophouse for Rp. 300,000,000,- (three hundred million rupiah), the agreement of the parties was set forth in the form of a written agreement by stipulating that the payment system was made in non-cash or gradually (Baniyamin, Interview, 2024).

In the binding agreement of sale and purchase, one of them makes a content that states that the maximum time limit for the construction of the shop is 1 (one) year 58 (fifty-eight), then the payment made by non-cash has two stages of repayment, namely the first stage of the buyer paying a panjar of Rp. 200,000,000, - (two hundred million rupiah), and the second stage is done after the construction of the shop is 100% complete and ready to be occupied. A few months after the agreement made by the parties, the seller continuously asked for the remaining second stage which made the action not in accordance with the agreement agreed upon at the beginning (Baniyamin, Interview, 2024).

After the deadline of the shophouse work arrived at the time that had been made and agreed by the parties, the buyer did not get his rights in the form of a shophouse which was the object of the sale and purchase agreement that had been agreed with the seller. For this incident, the buyer had been disadvantaged in the agreement and did not even know the existence of the shophouse and the money had been paid in full. Referring to the agreement made with the seller



precisely in Article 8 which states that the agreement will not end and is hereditary, the buyer asks for the responsibility of the seller's family or heirs to bear all the losses he experienced (Baniyamin, Interview, 2024).

2. RESEARCH METHOD

In this writing, the research used is an empirical juridical research method or also known as field research, which examines the applicable legal provisions and what happens in reality in society, and uses a sociological approach method (Kornelius Benuf, 2020). Data is obtained from direct interviews with respondents, and literature studies sourced from laws and regulations, books, journals, decisions. Data analysis uses a qualitative method that focuses on in-depth observation (Muhammad Rijal Fadli, 2021).

3. RESULTS AND DISCUSSION

3.1 The Buyer's Efforts to Obtain Compensation Rights for Defaults Made by the Heirs Against the Sale and Purchase Objects

A sale and purchase agreement is a relationship between two parties who mutually bind themselves to deliver an object and pay the promised price. Sale and purchase is an agreement between two parties to hand over objects and pay according to the agreement (Fauzie Yusuf Hasibuan, 2020). In a sale and purchase agreement, there are two parties referred to as the seller and the buyer, each of which has rights and obligations, as regulated in Article 1457 of the Civil Code, the seller has the right to the price of the goods he sells and is obliged to deliver the goods sold to the buyer as regulated in Article 1459 of the Civil Code. Then the buyer has the right in the sale and purchase agreement stipulated in Article 1473 of the Civil Code, namely receiving goods in accordance with the description at the beginning of the agreement and the buyer also has the right to claim compensation for the goods received if they are not in accordance with the agreed specifications, and the buyer's obligation stipulated in Article 1473 of the Civil Code is to pay the price of the agreed goods to the seller (Dewi Wulan Fasya, 2014).

The rights and obligations of the parties must be carried out in accordance with the agreed agreement, if the achievement is not fulfilled, it will give birth to default, namely an attitude of a person not fulfilling or neglecting to carry out his obligations as specified in the agreement he made. Default is explained in Article 1238 of the Civil Code which states the condition in which the debtor is declared negligent by warrant.

In this study there has been a default that resulted in one of the parties suffering a loss. (Sri Susilowati, Interview, 2025) Explaining the parties, namely the buyer and seller have bound themselves in a binding agreement for the sale and purchase of shop houses made in a complete written agreement by the parties by including the contents of the agreement consisting of

a. Sale and Purchase Object Price

The parties between the seller and the buyer made and set the price of the shop at Rp. 300,000,000, - (three hundred million rupiah), the price of the shop was at the will of the parties who had made a consensus to reach an agreement.

b. Building Specifications



In the shophouse sale and purchase agreement contract, the building was built with the type of permanent second floor shophouse and contained others related to the construction of the shophouse. Building specifications are made so that the work meets the building quality standards.

c. Location of Sale and Purchase Object

The shop was built on land owned by Badriah, located at the intersection of Meureudu City, Gampong Beurawang, Meureudu Sub-district, Pidie Jaya Regency.

d. Payment Procedure

The shophouse is valued at Rp. 300,000,000, - (three hundred million rupiah) the parties determine the payment system is made in non-cash or instalments made in stages. The first stage of the buyer has paid the panjar fee in instalments of Rp.200,000,000, - (two hundred million rupiah), the first payment of Rp. 50,000,000, - (fifty million rupiah), the second payment of Rp. 25,000,000, - (twenty-five million rupiah), and the third payment of Rp. 125,000,000, - (one hundred twenty-five million rupiah). Then the remaining Rp.100,000,000,- (one hundred million rupiah) will be paid after the shophouse work process is 100% complete and stated in a separate receipt as agreed (Baniyamin, Interview, 2025).

e. Workmanship Deadline

The parties determined the time of the shophouse work starting from the beginning of the agreement until the end, which was within 1 (one) year and 58 (fifty-eight) days, within that time the shophouse must be 100% completed and ready to be occupied by the buyer.

f. Time Limit for Expiration of Shophouse Sale and Purchase Agreement

The contract of shophouse sale and purchase agreement of the parties agreed that the agreement made will not end even if one of the parties dies, then the descendants (heirs) of the parties will continue the shophouse sale and purchase agreement.

After the buyer made the first stage payment of Rp. 200,000,000, - (two hundred million rupiah), and over time the process of completing the shop that has been running for several months from the initial agreement by the parties, the seller asks for the remaining payment of Rp. 100,000,000, - (one hundred million rupiah) continuously to the buyer to pay it off immediately, at this insistence the buyer immediately paid it off. The actions of the seller who asks for the payment of the remaining payment continuously which is not in accordance with the contents of the agreement have occurred default, namely a situation where one party does not carry out the contents of the agreed agreement, as regulated in Article 1238 of the Civil Code regarding default. After the second stage payment was made by the buyer, until the time limit determined by the parties starting from the first day of construction until completion, the buyer did not receive his rights in the form of 1 (one) shophouse unit which was the object of the sale and purchase agreement with the seller. The buyer has the right to receive the goods or objects promised in accordance with the provisions of Article 1473 of the Civil Code, namely the buyer has the right to receive the goods in accordance with the agreement (Johanis F. Mondoringin, 2009). The importance of legal mechanisms in dispute resolution due to losses experienced by one of the parties is very relevant, when the parties to the sale and purchase agreement fail or do not fulfil their obligations, the law must be able to provide effective and fair solutions (Sandrarina Hertanto, 2024).

Juridically, the right to compensation or known as compensation for the injured party is regulated precisely in Article 1243 of the Civil Code which regulates the basis of compensation



due to default. The right to compensation can be interpreted as payment of compensation by the perpetrators of the crime, compensation due to default is regulated in detail in Article 1246 of the Civil Code which states that compensation includes three elements, namely costs, losses, and interest. In the context of default, compensation or indemnity is a form of reimbursement that must be given by the defaulting party to the injured party (Merry Tjoanda, 2010).

As a result of the losses suffered by the buyer for the default made by the seller, there are several efforts made by the buyer to obtain his compensation rights or compensation, the efforts made by the buyer aim to obtain his compensation rights which refer to a person's right to get a return or recovery due to a loss he has suffered.

After the seller passed away in 2023, the buyer made several efforts with the aim of obtaining his compensation rights, among others: (Baniyamin, Interview, 2025).

a. Family Settlement

At this stage the buyer made an effort to settle in a family manner, this was done because the parties in the shop sale and purchase agreement already knew each other and had established a long agreement since 2010. The buyer made a settlement in a family manner, the heirs of the seller were also present and witnessed by Keuchik Gampong Mamplang. This stage of settlement was carried out several times because it did not find an agreement between the buyer and the heirs.

b. Giving a warning letter

After the family settlement stage was carried out which did not get an agreement, the buyer made another effort in the form of giving a warning letter to the seller's heirs, the warning letter was given twice as a serious step if this stage also did not get results in the form of compensation experienced by the buyer. After giving a warning letter the result is also no response from the heirs which makes the buyer's compensation rights unclear to get.

c. Default Lawsuit

After two stages were carried out by the buyer, starting from a family settlement and giving a warning letter, the buyer finally took a serious step, namely by filing a default lawsuit to the Court. The buyer filed a lawsuit by suing the parties involved, namely the seller's heirs, the notary, and the owner of the land to be used as the object of sale and purchase.

Some of the steps taken by the buyer are a form of obtaining his compensation rights due to the seller's default, compensation is inseparable from default because compensation is a form of restoring rights given to the injured party due to the non-performance of the agreement by one of the parties. The efforts made by the buyer starting from a family settlement to filing a default lawsuit to the Court are a form of legal protection to the injured party.

Legal protection is an effort to protect carried out by the government with a number of existing regulations, or in a narrow sense legal protection is something given to legal subjects in the form of legal instruments (Bambang Eko Muljono, 2016). Legal protection is given to legal subjects who do not obtain their rights to the legal relationship that exists, such as in a sale and purchase agreement, in which the agreement is required to carry out the rights and obligations that must be carried out by the parties. If one of the parties does not carry out its obligations (default), then legal protection is present to protect the rights of the party who is harmed due to default.

As the theory of legal protection put forward by Sajipto Rahardjo regarding legal protection, namely an effort to protect the interests of a person who allocates a human right to



him the power to act in the context of his interests. The theory explains that legal protection is an effort to protect a person's rights by giving him the power to act to defend his interests. Furthermore, Philipus M. Hadjon also gave his view in line with Sajipto Rahardjo who asserted that legal protection is the protection of dignity and recognition of human rights owned by legal subjects based on legal provisions from arbitrariness.

As experienced by the buyer who is disadvantaged due to the default committed by the seller in the shophouse sale and purchase agreement, the buyer can act to protect his rights in the form of getting the object of sale and purchase in the form of 1 (one) shophouse unit that is not fulfilled and has the authority to defend his interests (Baniyamin, Interview, 2025). The theory of legal protection put forward by Sajipto Rahardjo which can provide protection for human rights (HAM) that are harmed by others and the protection is given to the community so that they can enjoy all the rights given by the law.

Sajipto Rahardjo argues that legal protection is inseparable from efforts to protect the rights of a person, this is because the law is not just a written rule but must also protect and protect the community, especially guaranteeing the basic rights of each individual. With legal protection, it can guarantee a sense of justice for Baniyamin and provide clear legal certainty for his rights in the shop sale and purchase agreement with the late Muhammad Husen (Salim HS, 2008).

3.2 Liability of Heirs to Buyers for Defaults Made by the Heirs

The sale and purchase of shophouses between the seller and the buyer had a contract agreement made in 2010 and one of them contained the time limit of the expiration of the sale and purchase contract, in the contract the parties had agreed that the agreement made would not end even if one of the parties later died and his family or heirs would continue the sale and purchase agreement of the shophouses (Baniyamin, Interview, 2025).

The seller has passed away in 2023 but the relationship established due to the legal relationship between the parties through the shophouse sale and purchase agreement since 2010 until 2023 did not make the buyer get his rights in the form of 1 (one) shophouse unit (Rosniati, Interview, 2025). From the agreement that has been agreed upon, the relationship between the buyer and seller will not end, based on the contract agreement, it determines the family or heirs of the seller who will continue the shophouse sale and purchase agreement. Thus the buyer can continue to obtain his rights in the form of 1 (one) shophouse unit through the heirs of the seller.

When the buyer asks for responsibility for the losses he has suffered, the seller's heirs do not know the agreement that has been made and agreed between the seller and the buyer (Oemar Moechthar, 2019). Juridically, the determination of heirs is regulated in the legal system in force in Indonesia. Inheritance arrangements aim to provide legal certainty and can be said to be an effort to realise justice from the relationship that occurs between the parties in their business interests, legally the heirs have a role to replace the testator in all forms of rights and obligations towards the inheritance.

The heirs stipulated in the law are individuals who have the right to inherit based on the provisions and provisions of the applicable laws and regulations, in Article 832 of the Civil Code stipulates that the heirs are families who have a legal blood relationship. The heir is the person who will replace the testator in his position towards the inheritance and is given the legal right to receive the assets and obligations left by the testator (Oemar Moechthar, 2019).



The transfer of inheritance or property of the testator to the heirs will occur after the testator dies, the transfer of inheritance gives birth to rights and obligations to the heirs of the property left behind. The seller who has passed away in 2023 and still leaves debts for defaults made in the shophouse sale and purchase agreement with the buyer, then all debts and obligations will be settled by the heirs as in Article 8 of the Sale and Purchase Agreement Number 2 of 2010 which states that the agreement will not end if one of the parties dies but is hereditary and must be fulfilled or obeyed by each party (Baniyamin, Interview, 2025).

In general, the heirs have obligations or responsibilities towards the heir's inheritance that must be carried out first, before the inheritance is distributed, including:

- a. Maintain the integrity of the estate before it is divided;
- b. Divide fairly based on applicable rules;
- c. Paying off the testator's debts if they leave debts; and
- d. Carry out the will if there is one.

Based on inheritance law in the Civil Code (KUH Perdata), the responsibility of the heirs to the estate of the deceased heirs includes assets and liabilities, meaning that both debts and receivables are passed on to the heirs (Yayu Palayukan, 2019).

This is confirmed in Article 833 of the Civil Code which reads "The heirs automatically by law get ownership rights to all goods, all rights and all receivables of the deceased person". Furthermore, the heirs are basically obliged to pay the debts of the testator which is confirmed in Article 1100 of the Civil Code which states that "The heirs who have agreed to accept the inheritance, must share in the payment of debts, testamentary grants and other burdens, in proportion to what each receives from the inheritance". The article provides clarity regarding the responsibility of the heirs to replace the rights and obligations of the testator in paying off the debts left by the testator.

Based on the obligations of the heirs to the inheritance above, the heirs are given leeway by the law to be able to determine the attitude towards an inheritance of the testator's legacy. Article 1045 of the Civil Code states "No one is obliged to accept the inheritance that falls into his hands", the article protects the heirs against possible unfair consequences for him. Furthermore, the article provides the heirs with the right to think (Eman Suparman, 2007).

During the time the right to think is used by the heirs to determine the attitude towards the inheritance, the heirs can choose 3 (three) possibilities, namely: (Eman Suparman, 2007).

- a. Accept the inheritance in full;
- b. Receiving inheritance with conditions or recording; and
- c. Rejecting inheritance.

The three thinking rights above have legal consequences for the heirs and must fulfil and carry them out in accordance with the applicable provisions.

Based on the data obtained, after knowing the shophouse sale and purchase agreement by the heirs, there has been an effort to resolve the responsibility for the debt left by the heirs. This was also done as a form of making the family's good name well maintained and guaranteed moral responsibility.

The heirs stated that the seller left 1 (one) unit of house to the family or heirs to be occupied by his family and children, and after knowing that the testator left a debt, the heirs were determined to pay the debt of Rp. 50,000,000, - (fifty million rupiah) from the proceeds of the inheritance in the form of a house left by the testator. The efforts made by the heirs are a form of responsibility for the debts left behind, as well as determining the attitude towards the inheritance left behind where the heirs receive in full in the form of 1 (one) unit of house



inherited by the testator, so if they fully accept the inheritance there will be legal consequences for the inheritance left behind (Darul Baidah, Interview, 2025).

Based on the right to think that has been mentioned, the heir who receives the inheritance in full, is strictly responsible for all obligations attached to the inherited property. This means that the heirs must also bear in full all forms of debts of the testator. Based on Article 1048 of the Civil Code to receive inheritance in full is done expressly through an authentic deed or deed under hand. 1 (one) unit of house left by the testator to the heir has a deed under the hand as proof that the house is owned by the heir (Rahmat Nazar, Interview, 2025). Thus, it can be understood that as a legal consequence of fully receiving the inheritance property, the heirs must also bear in full the debt left or the obligations of the testator to the buyer in the form of 1 (one) shophouse unit according to the agreed sale and purchase agreement.

The responsibility of the heirs to the inheritance is also regulated in Islamic law relating to the transfer of rights and obligations of individual assets after death to their heirs. There is a legal basis that is the basis for its implementation, namely sourced in Surah An-Nisa 'verse 11 which regulates the distribution of inheritance (Yulia Hidayat, 2010).

With regard to the testator's debt must be repaid from the testator's estate after being issued to finance his care, this is in accordance with what is regulated in Article 175 paragraph (2) of the Compilation of Islamic Law (KHI) which states "if someone dies leaving a debt, then the debt must be paid first from the estate before being divided to the heirs".

Paying off the testator's debt by the heirs is the main obligation that must be carried out in order to relieve one's accountability in the hereafter. However, in Islam the payment of the testator's debt must not cause misfortune (narrowness) to the heirs as stipulated in Article 191 KHI which reads "the heirs are not burdened with the responsibility to pay the debts of the testator that exceed the inheritance".

In KHI, the heirs are responsible for the debts of the testator in the amount of the inheritance left behind only as long as the inheritance is sufficient. If the heir's inheritance is insufficient, there is no legal obligation for the heirs to pay the debt unless the payment of the debt does not cause harm to the heirs (Reza Boboy Aryaguna, 2019).

The responsibility of the heirs to the testator's debt to the buyer has provided legal certainty to the buyer to obtain his rights for defaults made by the seller in the shop sale and purchase agreement, as well as providing legal certainty to the heirs in determining the attitude of the inheritance left by the testator. The responsibility of the heirs to the testator's debt has a very important position for the buyer in obtaining justice for the default committed by the seller and providing permanent legal certainty.

Legal certainty is a guarantee that the law will be enforced and the rightful will obtain their rights and decisions can be enforced. In the theory of legal certainty put forward by Sudikno, it states that legal certainty is a guarantee that the law can run properly, with legal certainty individuals who have rights are those who have obtained a decision from the legal decision itself (Cst Kansil, 2007).

Legal certainty is an absolute requirement of every existing rule while maintaining the value of justice and legal benefits, legal certainty cannot be separated from the law, especially in written norms or rules (Budi Astuti, 2008). Default in the shophouse sale and purchase agreement between the seller and the buyer provides legal certainty to the buyer as the injured party and provides clarity after the seller dies, his rights according to what is in the shophouse sale and purchase agreement can still be obtained through the heirs to be able to account for the inheritance left by the heir in accordance with the applicable provisions and provide justice



for the buyer as one of the objectives of the law is to provide legal certainty as an effort to realise justice.

4. CONCLUSION

As a result of the losses experienced by the buyer, the buyer made several efforts to obtain compensation or compensation rights starting from the family settlement stage which ended in not getting an agreement, to continuing to the stage of giving a warning letter to the heirs but also still did not get results, and the last step taken by the buyer was to file a default lawsuit to the Court to get his compensation rights.

The heirs from the seller's side carry out their responsibility for the debt left by the testator in the form of providing compensation of Rp. 50,000,000, - which comes from the property left by the testator. The heirs have the right to think about the inheritance left behind, if they receive the full inheritance, the heirs must also bear all forms of obligations of the testator.

It is suggested to the buyer to file a lawsuit again through the Court (litigation) to get his compensation rights in accordance with applicable regulations. To the heirs who have received the inheritance to settle the debt left by the testator by giving what is the right of the buyer for the default made by the testator.

5. REFERENCES

- Widjaja, Gunawan. (2003). Bonds Born of Bonds. Raja Grafindo Persada. Jakarta.
- Rahman, Sufirman. (2023) Et. al. Law in Land Sale and Purchase. Sefa Media Utama, Aceh.
- Hernoko, Agus Yudha. (2014). The Law of Treaties: The Principle of Proportionality in Commercial Contracts. Prenamedia Group. Jakarta.
- Subekti. (2003). Principles of Civil Law. Intermasa. Jakarta.
- Miru, Ahmadi. (2007). Contract Law and Contract Planning. Rajawali Press. Jakarta.
- Hasibuan, Fauzie Yusuf. (2008) Pre-Contractual in Indonesian Civil Law. Alungdan Mandiri. Jakarta.
- Moechtar, Oemar. (2019). The Development of Inheritance Law. Prenamedia Group. Jakarta.
- Suparman, Eman. (2007). Indonesian Inheritance Law. Refika Aditama. Bandung.
- Hidayat, Yulia. (2010) The Responsibility of Heirs for the Debts of the Heirs in View of Islamic Inheritance Law. Thesis. Master of Kenotariatan University of Indonesia.
- Aryaguna, Reza Boboy (2019). Juridical Analysis of the Responsibility of Heirs for the Debts of the Heirs According to Islamic Law and Civil Law. Thesis. Master of Kenotariatan, University of North Sumatra.
- Sinaga, Niru Anita. (2019). "Implementation of the Rights and Obligations of Parties in Agreement Law". Binamulia Hukum Journal, 10(1).
- Harun, Rafni Suryaningsih. (2019). "Implementation of the Principle of Good Faith in Online Sale and Purchase Transaction Agreements". Journal of Legality, 12(2).
- Sharly, Yoliandri Nur. (2024). "Legal Consequences of Default in Employment Agreement without Guarantee". Unnes law journal, 6(4).
- Benuf, Kornelius. (2020). "Legal Research Methodology as an Instrument to Unravel Contemporary Legal Issues". Journal of Gema Keadilan, 7(1).



- Fadli, Muhammad Rijal. (2021). "Understanding the Design of Qualitative Research Methods". Journal of Humanika, 21(1).
- Fasya, Dewi Wulan. (2015). "Sale and Purchase with the Right of Repurchase". Journal of Law and Sharia, 6(1).
- Hertanto, Sandraarina. (2024). Et, al. "Juridical Review of the Settlement of Defaults in the Sale and Purchase Agreement". Unes Law Review, 6(4).
- Tjoanda, Merry. (2010) "The Form of Compensation According to the Civil Code". Sasi Journal. 16(4).
- Muljono, Bambang Eko. (2016). "Legal Protection for the Selling Party Against the Buyer's Default in the Land Sale and Purchase Bond". Independent Journal, 4(2).