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LEGAL POSITION OF APARTMENT SALE PURCHASE BINDING AGREEMENTS IN DEVELOPER BANKRUPTCY DISPUTES SETTLEMENT IN INDONESIA

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Abstract

The Apartment Sales and Purchase Agreement (PPJB) is a legal instrument widely used as the basis for legal relations between developers and buyers before the Sale and Purchase Deed or the transfer of rights to the apartment unit is executed. In practice, problems arise when developers are declared bankrupt, creating uncertainty regarding the legal standing of the PPJB and legal protection for buyers who have fulfilled their obligations. This study aims to analyze the legal standing of the apartment PPJB in resolving developer bankruptcy disputes and examine the judge's legal considerations in providing protection to buyers based on the provisions of Indonesian positive law. This study is a normative legal study using statutory, conceptual, and case approaches. The analysis was conducted on laws and regulations, court decisions, and various relevant literature. The results of the study indicate that the PPJB is a valid agreement and binds the parties based on the principle of pacta sunt servanda. However, in bankruptcy cases, the buyer's position under the PPJB still faces legal uncertainty due to the conflict between contract law, land law, and bankruptcy law. Therefore, it is necessary to harmonize regulations and ensure consistency in the judges' considerations to ensure legal certainty, justice, and legal protection for apartment buyers in good faith.

Keywords: Apartments, Bankruptcy, Sales and Purchase Agreements, Legal Protection, Judge's Considerations

INTRODUCTION

The development of flats and apartments in Indonesia is experiencing rapid growth in line with the increasing demand for housing in urban areas (Azzahra & Nugroho, 2025). Limited land and population growth are driving developers to provide vertical housing as an alternative to meet housing needs. In the property business, apartment marketing is generally conducted before the building is completed through a Sales and Purchase Agreement (PPJB). The PPJB serves as a legal instrument that binds developers and prospective buyers before the Sale and Purchase Deed (AJB) and the transfer of ownership of the apartment unit. Therefore, the PPJB plays a crucial role in providing legal certainty for the legal relationship between the parties (Palar & Mekka, 2023).

Legally, the PPJB is a form of preliminary agreement based on the principle of freedom of contract as stipulated in Article 1338 of the Civil Code. Through the PPJB, the parties agree on the rights and obligations that must be fulfilled before the sale and purchase is fully executed. Thus, a PPJB is not merely an administrative document, but rather a valid agreement as long as it meets the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. Consequently, every agreed-upon clause binds the parties like law based on the principle of pacta sunt servanda (Mustopa *et al*., 2026).

Despite its binding force, in practice, disputes often arise due to developers' inability to fulfill their obligations to buyers. One of the most complex issues occurs when a developer is declared bankrupt after receiving payment from consumers under the PPJB. This situation creates uncertainty regarding the legal standing of buyers, particularly regarding the status of the apartment property, the right to a refund, and the right to acquire the agreed-upon apartment unit. It is not uncommon for buyers who have fulfilled their obligations to be positioned as concurrent creditors, severely limiting their opportunities to obtain their rights (Hizrah & Muhjad, 2026).

This issue demonstrates the overlap between contract law, land law, apartment law, and bankruptcy law. On the one hand, the PPJB provides a binding contractual relationship between the developer and the buyer. On the other hand, the bankruptcy regime places all of the debtor's assets as a bankruptcy estate, managed under the authority of a curator, with supervision from a supervising judge. This situation often creates a conflict of interest between the protection of good-faith buyers and the principle of distributing bankruptcy assets to all creditors as stipulated in Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (Sina, Pasha & Puteri, 2025).

Several previous studies generally discuss the validity of the PPJB as a preliminary agreement (Ilyas & Sodikin, 2026; Sakul & Sulastri, 2026), legal protection for property consumers (Taureandhia, 2026; Ndraha & Sari, 2026), and the legal consequences of developer bankruptcy separately (Warouw *et al*., 2026). However, research specifically examining the legal status of apartment Sales and Purchase Agreements (PPJB) in bankruptcy cases, focusing on judges' considerations in providing legal protection to buyers, remains relatively limited. However, analyzing judges' considerations is crucial for understanding how legal norms are applied in practice and the extent to which the principles of legal certainty, justice, and expediency are realized through court decisions (Hutauruk & Siringoringo, 2026).

Based on this, this study focuses on the legal status of apartment Sales and Purchase Agreements (PPJB) in resolving developer bankruptcy disputes and the judges' considerations in providing protection to buyers under Indonesian positive law. The analysis is conducted through an approach to the provisions of the Civil Code, Law Number 20 of 2011 concerning Apartments, Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, and relevant court decisions. This research is expected to provide academic contributions in the development of contract law and bankruptcy law as well as being a

consideration for policy makers and law enforcement officials in realizing more effective legal protection for apartment buyers in good faith.

RESEARCH METHODS

This research is normative legal research aimed at analyzing the legal standing of apartment Sales and Purchase Agreements (PPJB) in resolving developer bankruptcy disputes and examining judges' legal considerations in providing legal protection to buyers based on Indonesian positive law. Normative legal research views law as norms embodied in statutory regulations, court decisions, and expert doctrine. Therefore, the research analysis focuses on the synchronization of norms, the application of legal principles, and legal arguments to the issues under study.

The research approaches used include a statutory approach, a conceptual approach, and a case approach. The statutory approach is used to examine the Civil Code, Law Number 20 of 2011 concerning Apartments, Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, and other regulations related to the implementation of Sales and Purchase Agreements (PPJB). A conceptual approach is used to analyze the concepts of agreements, the principle of freedom of contract, the principle of pacta sunt servanda, legal certainty, legal protection, and bankruptcy based on expert doctrine. Meanwhile, a case study approach is used to examine the legal considerations of judges in court decisions related to apartment sales contract disputes and developer bankruptcy as a basis for analyzing the application of legal norms in practice.

The legal materials used consist of primary, secondary, and tertiary legal materials. Primary legal materials include the Civil Code, Law Number 20 of 2011 concerning Apartments, Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, and court decisions that are the subject of the research. Secondary legal materials consist of scholarly books, journal articles, research findings, and expert opinions discussing contract law, bankruptcy law, land law, and legal protection for property consumers. Tertiary legal materials include legal dictionaries, legal encyclopedias, and other reference sources that support the explanation of legal terms and concepts in this research.

Legal materials were collected through library research, reviewing various laws and regulations, court decisions, books, and scholarly articles related to the research object. Furthermore, all legal materials were analyzed qualitatively using descriptive-analytical methods through grammatical, systematic, and teleological interpretation to obtain legal arguments regarding the position of apartment sales contracts (PPJB) in developer bankruptcy cases and the judge's legal considerations in providing protection to buyers. The results of the analysis were then systematically compiled to answer the research problem formulation based on the principles of legal certainty, justice, and legal expediency.

RESULT AND DISCUSSION

A Sales and Purchase Agreement (PPJB) is a preliminary agreement used as the basis for the legal relationship between a developer and a prospective buyer before the Deed of Sale and Purchase (AJB) is executed. In the property business, particularly in apartment construction, the PPJB is a crucial instrument because the marketing of condominium units generally occurs before construction is completed or before all administrative requirements are met. Through the PPJB, the parties agree on their respective rights and obligations, including price, payment procedures, unit delivery time, and the developer's obligation to transfer ownership of the condominium unit after all requirements have been met. Therefore, the PPJB serves as a guarantee of legal certainty and provides initial protection for the parties before the final sale and purchase agreement is reached (Chakim & Wahyundaru, 2026).

Normatively, the validity of a PPJB is based on Article 1320 of the Civil Code, which regulates the requirements for a valid agreement: agreement between the parties, capacity to act, a specific object, and a lawful cause. If all these requirements are met, the PPJB constitutes a valid and binding agreement between the parties, as stipulated in Article 1338 of the Civil Code, which embodies the principle of pacta sunt servanda. Therefore, all rights and obligations stipulated in the PPJB must be carried out in good faith and cannot be unilaterally waived by either party without legal consequences (Muniefiy, Santoso & Ganindha, 2023).

Regulations regarding PPJB also have a specific basis in Law Number 20 of 2011 concerning Apartments. This law provides developers with the opportunity to market through the PPJB mechanism, provided they meet certain administrative and technical requirements, such as certainty of land rights, development permits, availability of public infrastructure and utilities, and construction progress in accordance with statutory provisions. This provision aims to provide legal certainty while preventing marketing practices that could potentially harm consumers. Therefore, the PPJB serves not only as a private agreement but also as a consumer protection instrument in the property sector.

In its development, the government also issued Regulation of the Minister of Public Works and Public Housing Number 11/PRT/M/2019 concerning the Preliminary Home Sale and Purchase Agreement System as a guideline for preparing the PPJB. This regulation stipulates the minimum substance that must be included in the PPJB, including the identities of the parties, building specifications, selling price, payment mechanism, delivery time, developer guarantees, dispute resolution, and the rights and obligations of the parties. The presence of this regulation demonstrates the government's commitment to improving legal protection for consumers while creating legal certainty in property sales and purchase transactions.

However, in practice, developers frequently encounter violations of the PPJB. The most common problems include delays in construction completion, failure to deliver apartment units, unilateral changes to building specifications, and the developer's inability to complete the project due to financial difficulties. These conditions result in losses for buyers who have fulfilled their obligations under the PPJB but have not yet obtained ownership of the apartment unit as agreed. The problem becomes more complex when the developer is declared bankrupt so that the implementation of the PPJB conflicts with the provisions of bankruptcy law which places all of the debtor's assets as bankrupt estate (Angeline et. al., 2025).

From a contract law perspective, a developer's bankruptcy does not, in principle, nullify the validity of the PPJB as a valid agreement. However, the implementation of the parties' rights and obligations is affected by the bankruptcy legal regime, which grants the curator authority to manage and settle the bankrupt's assets under the supervision of a supervising judge. As a result, buyers who were previously solely focused on acquiring an apartment unit may become creditors who must file claims in the bankruptcy process. This change in legal status raises questions about the extent to which the PPJB can still be used as a basis for demanding the handover of the apartment unit or obtaining legal protection for losses suffered (Hermawan, 2025).

Based on this description, it is understandable that the PPJB is a valid, binding, and legally enforceable agreement that serves as the basis for the civil relationship between the developer and the apartment buyer. However, the effectiveness of the legal protection provided through the PPJB depends heavily on the developer's ability to fulfill its obligations and the consistent application of the law by the courts in the event of a dispute. Therefore, the legal status of a Sales and Purchase Agreement (PPJB) cannot be viewed solely as a preliminary agreement, but rather as a legal instrument with a strategic function in providing legal certainty and protecting the interests of the parties in an apartment sale and purchase transaction.

Bankruptcy cases involving apartment developers not only raise issues regarding the distribution of bankruptcy assets, but also relate to legal protection for buyers who have entered

into a Sales and Purchase Agreement (PPJB). In judicial practice, judges are guided not only by the provisions of Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, but also consider provisions of contract law, apartment law, and general principles of civil law. Therefore, the judge's legal considerations are a crucial factor in providing legal certainty regarding the position of buyers who have fulfilled their obligations under the PPJB (Hermawan, 2025).

One of the main aspects considered by judges is the validity of the PPJB as a binding agreement between the parties. As long as the PPJB meets the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code, the agreement is legally binding under Article 1338 of the Civil Code. Consequently, a developer's bankruptcy does not automatically terminate the legal relationship established by the PPJB. Judges generally consider that the PPJB remains the basis for determining the parties' rights and obligations, although its implementation must comply with the settlement mechanisms established in bankruptcy law.

In addition to assessing the validity of the PPJB, judges also consider the buyer's status in the bankruptcy process. A frequently raised issue is whether the buyer, based on the PPJB, can be categorized as a concurrent creditor, a preferred creditor, or has special legal standing due to having made payments for the object of the agreement. In practice, there is no uniformity in decisions regarding these statuses, so judges' assessments are highly dependent on the trial facts, the contents of the PPJB, construction progress, and proof of payment submitted by the parties. These differing interpretations are one of the causes of legal uncertainty in resolving developer bankruptcy disputes.

The judge's legal considerations are also inseparable from the application of the principle of good faith in the implementation of the agreement. A buyer who has fulfilled their payment obligations under the Sales and Purchase Agreement (PPJB) is essentially acting in good faith and deserves legal protection. Conversely, a developer who fails to fulfill its obligations without justifiable reason may be deemed to be in breach of contract. Therefore, in examining a case, the judge not only considers the formal aspects of the agreement but also assesses the balance of the parties' rights and obligations to ensure that the decision rendered reflects a sense of justice.

Furthermore, the judge also considers the purpose of Law Number 20 of 2011 concerning Apartments, which essentially provides protection for the public as property consumers. This protection is realized not only through regulations regarding apartment construction but also through the developer's obligation to fulfill all requirements before marketing and entering into a PPJB. Therefore, in the event of bankruptcy, the PPJB should not be viewed merely as an ordinary contractual relationship, but rather as an instrument that also serves to protect consumers who have entrusted their funds to the developer.

Based on this analysis, it is clear that judges' legal considerations in developer bankruptcy cases must be comprehensive, taking into account the relationship between contract law, bankruptcy law, and consumer protection. Judges must not simply rely on the provisions for the distribution of bankruptcy assets; they must also consider the principles of legal certainty, justice, and expediency to ensure that good-faith buyers are not deprived of their rights due to the developer's failure to fulfill contractual obligations. This approach is expected to produce decisions that not only provide legal certainty but also reflect proportional legal protection for all interested parties.

Developer bankruptcy not only raises issues regarding the settlement of bankruptcy assets but also directly impacts legal certainty for apartment buyers who have fulfilled their obligations under the Sales and Purchase Agreement (PPJB). In practice, buyers are often at a disadvantage because they have not yet obtained ownership rights to the apartment units, while the funds already paid become part of the legal relationship that must be resolved in the

bankruptcy process. This situation indicates that legal protection for buyers has not fully accommodated the interests of good-faith consumers, thus strengthening legal regulations is necessary to avoid uncertainty in dispute resolution (Palar & Mekka, 2023).

Legal protection for apartment buyers has essentially been normatively based through the Civil Code, Law Number 20 of 2011 concerning Apartments, Law Number 8 of 1999 concerning Consumer Protection, and Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. However, these four legal instruments still regulate legal protection only partially, resulting in frequent conflicts of norms in practice. On the one hand, contract law provides binding force for PPJB based on the principle of pacta sunt servanda, while on the other hand, bankruptcy law places all of the debtor's assets into a bankruptcy estate, whose management is under the authority of a curator. As a result, buyers who have fulfilled their obligations still face the potential for losing their right to acquire an apartment unit if there are no regulations providing specific protection (Hizrah & Muhjad, 2026).

According to the authors, legal protection for apartment buyers must begin at the PPJB (Sustainable Property Development Agreement) formation stage. Developers are required to fulfill all requirements stipulated in the Apartment Law and Regulation of the Minister of Public Works and Public Housing Number 11/PRT/M/2019 before marketing to the public. Fulfilling these requirements is a form of preventative protection aimed at minimizing future legal risks. Furthermore, the substance of the PPJB must be drafted transparently, containing the rights and obligations of the parties, dispute resolution mechanisms, construction completion guarantees, and the developer's liability in the event of default or bankruptcy.

From a dispute resolution perspective, judges play a crucial role in providing legal protection for apartment buyers in good faith. A judge's legal considerations should not be based solely on formal provisions regarding the distribution of bankruptcy assets, but must also consider the principles of legal certainty, justice, expediency, and a balance of the parties' rights and obligations. This approach aligns with the legal objectives put forward by Gustav Radbruch, namely to achieve legal certainty, justice, and expediency proportionally in every court decision (Hizrah & Muhjad, 2026).

In addition to establishing just decisions, strengthening legal protection also requires regulatory reform. To date, there are no regulations that explicitly govern the legal status of apartment buyers under a PPJB if the developer is declared bankrupt. This regulatory gap has the potential to create disparities in court decisions and reduce legal certainty for the public. Therefore, synchronization is needed between the Civil Code, the Apartment Law, the Bankruptcy Law, and other implementing regulations to ensure clearer and more comprehensive protection for buyers under a PPJB (Hermawan, 2025).

Based on the analysis, this study proposes three ways to strengthen legal protection for apartment buyers in developer bankruptcy cases. First, it emphasizes the legal standing of the PPJB as the basis for the birth of civil rights that must be respected in the bankruptcy process. Second, it provides clearer regulations regarding the legal status of buyers under the PPJB so that they are not merely positioned as concurrent creditors without considering their interests as consumers in good faith. Third, it improves harmonization between contract law, apartment law, consumer protection law, and bankruptcy law through the establishment of regulations and guidelines for law enforcement officials. With this harmonization, legal protection for apartment buyers will not only provide legal certainty but also be able to create a balance between the interests of developers, creditors, and the public as property consumers.

CONCLUSIONS

Based on the research findings, it can be concluded that the Apartment Sales and Purchase Agreement (PPJB) is a valid and binding agreement for the parties as long as it meets

the valid requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. The validity of the PPJB is also strengthened by Article 1338 of the Civil Code, which stipulates that every legally entered into agreement is valid as law for the parties. Furthermore, Law Number 20 of 2011 concerning Apartments provides the legal basis for the use of the PPJB as a preliminary instrument in apartment sale and purchase transactions. Thus, the PPJB serves not only as a preliminary agreement but also as an instrument that provides legal certainty for the legal relationship between the developer and the apartment buyer.

This research also shows that the bankruptcy of a developer has legal consequences for the implementation of the rights and obligations arising from the PPJB. Although the PPJB remains binding, the implementation of the buyer's rights is influenced by the bankruptcy estate settlement mechanism under Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. In this situation, the judge's legal considerations play a crucial role in balancing the application of contract law, bankruptcy law, condominium law, and consumer protection. The judge's decision should not only focus on formal legal certainty but also consider the principles of justice, benefit, good faith, and protection for buyers who have fulfilled their obligations under the PPJB.

Based on the analysis, this study recommends strengthening regulatory harmonization through synchronization between the Civil Code, Law Number 20 of 2011 concerning Condominiums, Law Number 8 of 1999 concerning Consumer Protection, and Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. Furthermore, stricter regulations are needed regarding the legal standing of apartment buyers under the PPJB in bankruptcy cases to provide more effective legal protection. This harmonization is expected to achieve legal certainty, justice, and legal benefits in a balanced manner, while also increasing public trust in the property transaction system in Indonesia.

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