



The Importance of Determining the Legal Relationship in Civil Cases

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ABSTRACT

In the realm of land disputes, where ownership and covenants are often at the core of the conflict, identifying the correct legal relationship between the parties involved is crucial for the proper application of the law. This research aims to examine the legal considerations behind the court's decision and its conformity with applicable legal principles. This research utilizes normative legal research methods, focusing on primary legal materials to explore the judicial process. The results showed that the judge's decision in Makale District Court case No. 41/Pdt.G/2012/PN.MKL was incorrect. The judge treated the dispute as an inherited land dispute, whereas the core of the dispute was a dispute over the redemption of mortgaged land. This dispute occurred between the Plaintiff who had entered into a land pawn agreement with A.P. Limbong Allo and the Defendant who redeemed the land, even though they did not have a legal relationship with A.P. Limbong Allo. According to Article 1338 of the Civil Code, legally binding agreements only apply to the parties involved. Thus, the court should declare the Plaintiff's claim inadmissible (Niet Onvankelijk Verklaard) for lack of proper parties, as A.P. Limbong Allo was not included as a party. Limbong Allo was not included as a Defendant. This research implies the need for accurate identification of legal relationships in the civil litigation process, which impacts on court decisions and procedural justice.

Keywords: Legal Relationships, Civil Disputes, Land Pawn Agreements, Judges' Considerations, Court Decisions.

INTRODUCTION

In the beginning, a family is harmonious and peaceful. However, in the course of life, after the parents die, it can cause problems if there are family members who are greedy or want to win alone, ignoring the rights of other siblings (Ardiyansah, 2021). If a dispute arises between siblings, it can be resolved in a family manner; if that is not possible, a mediator can be used to reach a consensus (Atma, 2021). This peaceful procedure is outside the court; if peace is not achieved, the aggrieved party can sue through the court (Dedy Mulyana, 2019).

A person has rights and obligations if he enters into a legal relationship with another person by entering into an agreement or agreement (Rondonuwu, 2018). Article 1313 of the Civil Code states that an agreement is an act by which one or more people bind themselves to one or more

other people (Sinaga, 2018). Furthermore, Article 1338 states that all agreements made legally shall apply as laws for those who make them (Ali & Fitriani, 2022). Based on the two articles above, only the person involved in the agreement is bound by his promise and the promise is not cancelled without the consent of both parties.

According to (Fuady, 2014), the law of agreements also applies a theory called *pacta sunt servanda*. Literally, *pacta sunt servanda* means that "the agreement is binding" (Sakuntala et al., 2020). In this case, if before the entry into force of the agreement, the principle of freedom of contract applies, in the sense that the parties are free to regulate for themselves whatever they want to include in the agreement, then after the agreement is signed or after the entry into force of an agreement, the parties are no longer free but are bound by what they have determined in the agreement (Simanjuntak, 2024).

If a third party carries out the agreement, in this case, making payments on the agreement and taking the mortgaged rice fields, if the debtor does not enter into an agreement or authorize a third party, this can lead to a dispute (Laga et al., 2023). The aggrieved party can file a lawsuit in the district court. The litigants themselves determine the event filed by the aggrieved party and its demands, and the judge does not assist them (Asikin & Sh, 2019).

In the Plaintiff's lawsuit, the Plaintiff argued that there were three legal relationships, namely:

1. Initially, the object of the dispute was the inheritance of Plaintiff's mother and the late J. U. Lembang, husband of Defendant, named Almh. Dorothea Rante who married the late Henrikus Lembang.
2. That the disputed object was entirely handed over as the Plaintiff's share or property by the Plaintiff's mother during her lifetime as a sign of her gratitude to God for the birth of the Plaintiff, who was born prematurely (young) and was able to survive (Bunga manna) because the Plaintiff's 4 (four) older siblings were born but all died as babies.
3. In 1965, the object in dispute and the rice field of Bombongan, now dry land, were pawned by Plaintiff to A. P. Limbong Allo for Rp.750,000,- (seven hundred and fifty thousand rupiah).

The three arguments of the Plaintiff's lawsuit, namely 1. which explains the legal relationship between the Plaintiff and the Defendant is that the disputed object is the property of the parents, 2. the legal relationship between the Plaintiff and the Plaintiff's mother is that the disputed object has been handed over (granted) from the Plaintiff's mother to the Plaintiff, 3. the relationship between the Plaintiff and A.P. Limbong Allo by handing over the disputed object of land in pawn (Khayati, 2023).

The inclusion of three types of legal relationships in a lawsuit can be detrimental to the Plaintiff because each argument must be proven, otherwise the Plaintiff's lawsuit can be rejected. This research aims to analyze the importance of determining legal relationships in civil cases, particularly in land disputes, and to evaluate the impact of the inclusion of multiple legal relationships in a lawsuit. The findings of this research will benefit legal practitioners by providing

an understanding of the complexity of legal relationships in civil cases, which may assist in better case preparation and representation. In addition, this research will also contribute to legal scholarship by expanding the understanding of how legal relationships affect court decisions and procedural justice, particularly in the context of land disputes.

RESEARCH METHOD

The type of research used is normative legal research. According to (Soekanto, 2007), normative legal research examines applicable norms, including laws relevant to the problem as the source of legal material. The type of research used is normative legal research. According to (Soekanto, 2007), normative legal research is research that examines applicable norms, including laws that have relevance to the problem as the source legal material:

1. The primary legal materials are the Civil Code, Government Regulation in Lieu of Law Number 56 of 1960 concerning Determination of Agricultural Land Area, HIR / RBg., and Makale District Court Decision No.41/Pdt.G/2012/PN.MKL (Pulungan & Muazzul, 2017).
2. Secondary legal materials are some literature, such as books and legal journals, related to the problem under study (Senewe, 2015).
3. Tertiary legal materials used by the author here include the Big Indonesian Dictionary.

The collection of legal material is carried out by applying document studies to obtain legal material that is an accurate discussion. This study is carried out by reading, copying, and drawing conclusions by identifying specifically, objectively, and systematically legal materials that are primary, secondary, and tertiary, as mentioned above.

After the necessary legal materials have been obtained, they are grouped and arranged systematically according to the order and content of the material. After the necessary legal materials have been collected and arranged systematically, they are analyzed using qualitative methods. The steps of the qualitative analysis method, among others:

1. Tracing and reviewing legal materials that have been collected as mentioned above;
2. Analyze the Makale District Court Decision No.41/Pdt.G/2012/PN.MKL related to the object of the pawn agreement, then relate it to the provisions in the Civil Code related to pawning and Customary Law and evidence contained in the HIR/RBg.
3. The analysis results above are then presented descriptively to obtain a comprehensive and detailed picture of the land pawn agreement and the assessment of the evidence used.

RESULT AND DISCUSSION

Verdict of the judge of Makale District Court

In Exception:

1. Reject the Defendant's Exception.

In the Subject Matter:

2. Reject the Plaintiff's claim in its entirety.
3. Punish the Plaintiff to pay court costs incurred in the amount of Rp. 756,000, -

Presentation of Legal Materials: Makale District Court Decision Number 41/Pdt.G/2012/PN.Mkl.

1. Case Position

This case is a civil dispute about a pawnshop with the following litigants:

G. Yohana Lembang, residing at Ariang (Garonggong) Village, Makale Sub-District, Tana Toraja Regency, occupation housewife, as Plaintiff, against Dorce Tongli, residing at H. A. Mappanyuki Street No. 67 Forestry Complex, Makassar Municipality, as Defendant.

The arguments of the Plaintiff's lawsuit:

1. The initial object of dispute was the estate of the Plaintiff's mother and the late J. U. Lembang, husband of the Defendant, named alma. Dorothea Rante, who married the late Henrikus Lembang.
2. The Plaintiff is one of the heirs of 4 (four) siblings, children of almh. Dorothea Rante, who married the late Henrikus Lembang, namely:
 - a. Yohana Lembang (Plaintiff)
 - b. M. Teresia Lembang
 - c. The late J. U. Lembang (Defendant's husband)
 - d. D. L. Lembang;
3. That the disputed object was entirely handed over as the Plaintiff's share or property by the Plaintiff's mother during her lifetime as a sign of her gratitude to God for the birth of the Plaintiff, who was born prematurely (young) and was able to survive (Bunga manna) because the Plaintiff's 4 (four) older siblings were born but all died as babies.
4. In 1965, the object in dispute and the rice field of Bombongan, now dry land, were pawned by Plaintiff to A. P. Limbong Allo for Rp.750,000,- (seven hundred and fifty thousand rupiah).
5. Later, in 1972, J. U. Lembang (alm), the husband of the Defendant, redeemed both the disputed object and the Bombongan land for Rp.175,000,—(one hundred seventy-five thousand rupiah), which was received by H. Lembang without the permission and knowledge of the Plaintiff.
6. The issue of the redemption of the two lands by the Defendant's husband caused the Plaintiff to object. At the time of the discussion between the Plaintiff and the Defendant's husband, the disputed object (Galintiong land) was recognized by the Defendant's husband as belonging to the Plaintiff while the Bombongan land belonged to the Defendant's husband.
7. When the Bombongan land was certified by Defendant, Plaintiff and his siblings did not object. However, when the disputed object was recognized as belonging to Defendant by obtaining a certificate, Plaintiff knew about it. Hence, the Plaintiff also objected to the BPN of Tana Toraja Regency until finally mediation between the Plaintiff and the Defendant was conducted at the BPN of Tana Toraja office by the BPN of Tana Toraja on April 13, 2012, and April 27, 2012.

However, it was unsuccessful because the Defendant wanted to issue the certificate first. At the same time, the Plaintiff as the owner of the disputed object did not agree.

8. It is proven that the Plaintiff is one of the deceased's heirs. Dorothea Rante and the late Henrikus Lembang are thus entitled to the object in dispute.
9. Because it has been proven that the disputed object is the Plaintiff's land, the Defendant's control of the disputed object by redeeming and claiming it as his own by taking care of the certificate for the disputed object is against the law and against rights.

Plaintiff's Petition

Based on the reasons above, the Plaintiff requests that the chairman/judge examining and adjudicating this case be pleased to decide as follows:

1. Grant the Plaintiff's claim in its entirety.
2. They are stating that the Plaintiff is one of the heirs of the deceased. Dorothea Rante with the late Hendrikus Lembang.
3. Stating that the object of the dispute is a piece of dry land, formerly a paddy field, measuring + 1,500 M2, named Galintiong, located in Kampung Baru, Kel. Bombongan, Kec. Makale, Kab. Tana Toraja with the following boundaries:
 - a. North : Mangape's land and house.
 - b. East : Tandungan's mother's house, and Maria Biang.
 - c. South : The office house of the Regent of Tana Toraja.
 - d. West : Houses of Y. Buntu, A. Palalangan and M. Tangngaran.

It is the inheritance of all. Dorothea Rante with the late Hendrikus Lembang, which has been divided into inheritance and has become the inheritance or property of the Plaintiff, and therefore, the Plaintiff has the right to own it.

4. Stating that the Defendant's actions in controlling the disputed object by redeeming it to A. P. Limbong Allo without the Plaintiff's permission and knowledge and claiming it as their own by issuing a certificate for the disputed object are an act against the law and against rights.

Defendant's Answer

In the Subject Matter:

1. What is described in the above exception is an integral part of the subject matter of this case, and basically, the Defendant rejects all the arguments described in the Plaintiff's lawsuit, except for matters that are impliedly and tacitly recognized by the Plaintiff.
2. It is not true that the Plaintiff's argument in point 3, which states that the disputed object has been fully handed over to the Plaintiff, is why his parents, Hendrikus Lembang, pawned the land in 1965 to A. P. Limbong Allo for Rp.750,000, so the argument should be ruled out.
3. It is not true that Plaintiff's argument in point 5 that the husband of Defendant Dorce Tongli, the late J. U. Lembang, redeemed the Galintiong rice field and the Bombongan rice field without the knowledge and permission of Plaintiff when Defendant's husband redeemed the Galintiong rice field and the Bombongan rice field it was with the knowledge of the parents of

the Plaintiff and the Defendant, because at the time of the redemption, there were still parents of the Plaintiff and the Defendant's husband, and at the time of the redemption the money used to redeem the Galintiong rice field was the money of the husband of the Defendant Dorce Tongli, and all of the relatives of the Plaintiff and J. U. Lembang knew, and they did not object.

4. It is not true that Plaintiff's point 6 states that Defendant's husband has admitted that the Galintiong land is part of Plaintiff after the Defendant's husband redeemed it. Plaintiff was unable to return the pawn money as redemption of the pawn from A. P. Limbong Allo in the amount of Rp.750,000, - (seven hundred and fifty rupiah), then the land was under the control of the Defendant as the heir of J. U. Lembang.
5. The respondent's ownership and certification as the heir of J. U. Lembang was based on the fact that he had redeemed the Bombongan rice field and Galintiong land during mediation at BPN Makale. The respondent revealed that the Plaintiff wished to take the Galintiong land on the condition that he returned the money of the late J. U. Lembang in accordance with the current conversion of money.

Based on the description of the answer above, the respondent at this moment requests that the panel of judges hearing this case decide with the following ruling:

In the Subject Matter:

- a. Reject the Plaintiffs' claims in their entirety.
- b. Punish the Plaintiffs to pay the costs incurred in this case. Alternatively, if the panel of judges has another opinion, please make a fair and just decision.

Evidence

To prove the truth of the arguments of the Plaintiff's lawsuit, the Plaintiff's attorney has submitted evidence in the form of photocopies of letters, namely:

1. Photocopies of attached letters of affidavit signed on behalf of G. Y. Lembang and statement letter from Gerardus D. Lisu dated September 1, 2012, marked P-1.
2. Photocopy of a statement from Maritha Daly dated August 25, 2012, marked P-2.
3. Photocopies of 3 letters, consisting of the initial attachment letter signed in the name of G. Y. Lembang, a letter signed by the witnesses A. Palu'langan, M. Tangaran, Maria Biyang, Y. Buntu and a final attachment letter signed on behalf of G. Y. Lembang, marked P-3.
4. Photocopy of letter of acceptance of money dated 05-11-1972 for the redemption of rice fields signed by the person handing over the money marked J. U. Lembang, the person receiving the money marked H. Lembang, marked P-4.
5. Photocopy of a copy of the agreement signed in the name of G. J. Lembang as the borrower and approved by the undersigned Lembang and those who participated in the agreement signed by A. P. Limbong Allo and witnessed by the undersigned A. L. Bungin, Gerardus Lisu with the knowledge of the undersigned Head of Bombongan Village as well as the Head of

Makale Sub-District dated October 04, 1965 signed as a copy by the original, who copied G. J. Lembang dated June 28, 1967, marked P-5.

6. Photocopy of a letter signed by Gerarda Yohana Lembang dated 15-2-2012 marked P-6.

In addition to submitting letter evidence, the Plaintiff's attorney also submitted 3 (three) witnesses before the court, namely:

Witness 1: Gerardus Dunggu Lisu, age 69, testified under oath as follows:

- a. The witness was acquainted with the Plaintiff and was related to her but was distant. At the same time, the Defendant was also acquainted but was not related to her. The two were not related by occupation.
- b. The witness did not know what was disputed between the Plaintiff and Defendant, but the witness knew that Gerarda Yohana Lembang, namely, the Plaintiff, received money from A. P. Limbong Allo.
- c. The witness confirmed that Exhibit P-1 was made by him and witnessed the receipt of money by Gerarda Yohana Lembang from A. P. Limbong Allo as a witness.
- d. The witness was present when the pawn between Gerarda Yohana Lembang and A. P. Limbong Allo occurred in 1965.
- e. Witnesses are present when the pawn payment is made.

The second witness, Yohana Buntu, 69 years of age, testified under oath as follows:

- a. The witness knew the Plaintiff but was not related to him or his work, and knew the Defendant but was not related to him or his work.
- b. The witness saw the Plaintiff in 1990, but only once did the Plaintiff plant the garden.
- c. The witness needed to find out who the disputed land belonged to.
- d. The southern boundary is the witness's house.

The third witness, Adriana Pala'langan, 60 years old, testified under oath as follows:

- a. The witness knew the Plaintiff but was not related to him or his work, and knew the Defendant but was not related to him or his work.
- b. The disputed land is located in Galintiong, Mangasa' Village, Makale Sub-District, Tana Toraja Regency, as far as the witness knows.
- c. The witness's house is located to the west and is a house on stilts.
- d. The witness needed to learn the origin of the disputed land.
- e. The witness saw the Plaintiff working on the disputed land after 1990.
- f. The witness knew that the owner of the disputed object was the Plaintiff because the Plaintiff told the witness that he was the owner of the disputed object, so the witness asked the Plaintiff for permission to plant vegetable pigs.

Furthermore, to prove the arguments of the Defendant's rebuttal, the Defendant's attorney also submitted evidence in the form of photocopies of letters, namely:

- a. Photocopy of a copy of the agreement signed in the name of G. J. Lembang as the borrower and approved by the undersigned Lembang and who participated in the agreement signed by

A. P. Limbong Allo, and witnessed by the undersigned A. L. Bungin, Gerardus Lisu with the knowledge of the undersigned Head of Bombongan Village as well as the Head of Makale Sub-District dated October 04, 1965 signed as a copy by the original, who copied G. J. Lembang dated June 28, 1967, marked T-1.

In addition to the letter above evidence, the respondent's attorney presented 2 (two) witnesses before the court.

Legal Considerations

In The Subject Matter of The Case:

Considering that the exception of the Defendant is rejected, the panel of judges will consider the material that is the subject matter of this case as follows.

The aims and objectives of the Plaintiff's lawsuit are described above.

Considering that in his evidence, the Plaintiff's attorney has submitted evidence marked P-1 to P-6 and 3 (three) witnesses each named Gerardus Dunggu Lisu, Yohana Buntu and Adriana Pala'langan who have testified under oath while the Defendant's attorney also submitted evidence marked T-1 to T-5 and 2 (two) witnesses each named Medianto P. Siampa and Yohanis Mirring who have testified under oath.

Considering the arguments of the Plaintiff's lawsuit are at issue, namely whether the argument that mentions the disputed object in the form of dry land, which was formerly a rice field called Galintiong located in Kampung Baru, Bombongan Village, Makale District, Tana Toraja Regency as part or property of the Plaintiff which has been entirely handed over to the Plaintiff by the Plaintiff's mother named alma. Dorothea Rante, during her lifetime as a sign of gratitude for the Plaintiff's premature birth and survival, is part of the argument that states that it is part of or belongs to the Plaintiff because there has been a division of inheritance from the estate of the Plaintiff's mother named alma. Dorothea Rante married the late Henrikus Lembang, so that Defendant's control over the disputed object due to having redeemed the pledge was unlawful.

Considering that from the arguments above, the panel of judges looks at the handover made by the Plaintiff's mother to the Plaintiff and then states that the Plaintiff received a share of the disputed land based on the existence of an inheritance. Therefore, the de facto manifestation of the distribution of inheritance is in the form of a handover to the Plaintiff so that it becomes an assumption that there has been controlling of the disputed object because it has been divided into an inheritance and subsequently pledged by the Plaintiff with the assumption that it is his property. The panel of judges thinks that the Plaintiff must prove that the Plaintiff's rights in the disputed object land are due to the distribution of inheritance which causes the control of the Defendant which is argued because the Defendant's husband has redeemed the pledge is an unlawful act. Then to prove it, the evidence submitted by the Plaintiff will be considered.

They are considering that in accordance with the provisions in Article 283 Rbg, Plaintiff is obliged to prove the events, rights, statements of events or statements of rights that he argues,

which are denied by Defendant so that the burden of proof is given to the Plaintiff as the party who argues the right to the disputed object land.

Considering that from the answers, it has been acknowledged that the dry land named Galintiong, which has been redeemed as a pawn by the late husband of the Defendant and is located in Kampung Baru, Bombongan Village, Makale Sub-District, Tana Toraja Regency, is the object of the dispute between the parties as stated in the local inspection dated September 10, 2012, with known boundaries, namely:

- a. North: bordered by a ditch, land and Manggape's house.
- b. West: bordered by the houses of Y. Buntu, A. Pala'langan and M. Tanggaran.
- c. South: bordering the office house of the Regent of Tana Toraja.
- d. East: bordered by the house of Mrs. Tandungan and Maria Biang.

Considering that before the letter evidence marked P-1 to P-6 is considered as evidence, the panel of judges needs first to assess whether the letter evidence can be valued as perfect evidence and can be trusted based on the provisions of Article 301 Rbg, namely:

Paragraph (1): The strength of a letter evidence is contained in the original deed.

Paragraph (2): If there is an original deed, then the copy and the summary may only be trusted if they are by the original, which can always be requested to be shown.

Considering that the letter evidence marked P-3 in the form of a letter signed by the witnesses, namely A. Palu'langan, M. Tangaran, Maria Biyang, and Y. Buntu, and the final attachment letter signed on behalf of G. Y. Lembang is a photocopy of a copy as well as Exhibit P-4 and Exhibit P-5 do not have the original so that such letter evidence cannot be perfect and unreliable evidence. Lembang is a photocopy of a copy, and Exhibit P-4 and Exhibit P-5 do not have the original, so such letter evidence cannot be perfect evidence and cannot be trusted.

The panel of judges will then consider the Plaintiff's evidence as follows.

Considering that based on the testimony of the Plaintiff's witnesses, the following facts were obtained:

1. The witness, Gerardus Dunggu Lisu, who made the letter P-1.
2. The witness, Gerardus Dunggu Lisu, was present when the pawn between Gerarda Yohana Lembang and A. P. Limbong Allo occurred in 1965.
3. The witness, Gerardus Dunggu Lisu, was present when the pawn payment was made.
4. The witness needed to find out whether the brothers knew the pawn from Gerarda Yohana Lembang.
5. The pawn was with her parents' knowledge, and Gerarda Yohana Lembang's parents were still alive when the rice fields were pawned.
6. That the mortgaged rice field belonged to Gerarda Yohana Lembang's parents.
7. That the witness needs to find out to whom the disputed land belongs.

Considering that none of those above facts can explain the disputed object land that has been divided into inheritance by handing it over to the Plaintiff as the heir by his mother, which

is said to be a sign of gratitude, but all witnesses testified about the existence of a pledge made by the Plaintiff with the knowledge of his parents and saw the Plaintiff working on the disputed object land in the 1990s. Hence, there is no connection to prove the arguments of the Plaintiff's claim.

Although the facts from the Plaintiff's witnesses' testimony cannot prove the Plaintiff's lawsuit's arguments, it is necessary to connect these facts with the Plaintiff's letter evidence as follows. Considering that the letter evidence marked P-1 is a statement letter from G. Y. Lembang explaining the existence of a pawn between G. J. Lembang, who had received money as a loan from A. P. Limbong Allo, approved by his parents. However, if connected with the facts from the witness testimony, it proves that the Plaintiff pawned the disputed object land by receiving the pawn money from A. P. Limbong Allo in 1965 and with the knowledge and approval of his parents as also explained in letter Exhibit P-5. Limbong Allo in 1965 and with the knowledge and approval of his parents, as also explained in letter evidence P-5, although it cannot be used as perfect evidence but is supported by the facts from witness testimony and letter evidence marked P-1 so that it can be proven regarding the pawn made by G. J. Lembang with the approval of his parents, but this evidence cannot prove the arguments of the Plaintiff's claim.

Considering that despite all of the Plaintiff's evidence proving the existence of a pledge made by the Plaintiff, according to the panel of judges, the occurrence of a pledge made by the Plaintiff and the redemption of the pledge as evidence P-4 is not evidence of ownership of a property right to the object in dispute but for the Defendant is the basis for the Defendant's control over the object in dispute which the Plaintiff recognizes.

Because Plaintiff cannot prove the arguments of his claim, the petitem of Plaintiff's claim does not need to be further elaborated. The defendant's control over the object in dispute cannot be considered unlawful as long as it has not been proven otherwise. Therefore, the Plaintiff's claim must be declared rejected in its entirety. The Plaintiff is also ordered to pay the court costs arising in this case with the amount to be determined in the ruling below.

Analysis of Makale District Court Decision Number 41/Pdt.G/2012/PN.Mkl

The author disagrees with the judge's consideration above, which states: Considering that despite all of the Plaintiff's evidence proving the existence of a pledge made by the Plaintiff, according to the panel of judges, the occurrence of a pledge made by the Plaintiff and the redemption of the pledge as evidence P-4 is not evidence of ownership of a property right to the object in dispute but for the Defendant is the basis for the Defendant's control over the object in dispute which the Plaintiff recognizes.

After the judge's consideration, it has been proven that the Plaintiff mortgaged the land, and the Defendant redeemed the land so that the Defendant controlled the disputed object. Therefore, Defendant has committed a tort because there was no legal relationship between Defendant (the party redeeming the land) and A.P. Limbong Allo (the mortgagor). A legal

relationship exists when the Defendant and A.P. Limbong Allo agreed. The redemption made by Defendant was contrary to the legal principle of *pacta sunt servanda*, which means that "agreements are binding" and contrary to Article 1338 of the Civil Code ", stating that all agreements made legally shall apply as law to those who make them".

This is where the importance of determining the legal relationship in a civil case becomes apparent. In this case, the weakness of the Plaintiff's claim in postulating a legal relationship is that the Plaintiff should only postulate 1 legal relationship, namely that the Plaintiff mortgaged the land to A.P.. Limbong Allo and is entitled to redeem the land.

CONCLUSION

Based on the research and discussion results, it can be concluded that the judge's consideration was incorrect because the judge considered this dispute to be an inherited land dispute in Makale District Court Decision No.41/Pdt.G/2012/PN.MKL. The basis of the dispute between Plaintiff and Defendant was that Defendant redeemed the pawned land, even though it was Plaintiff who entered into the land pawn agreement with A.P. Limbong Allo. Limbong Allo was the Plaintiff. So here, there is no legal relationship between Defendant and A.P. Limbong Allo; there is a legal relationship between Plaintiff and A.P. Limbong Allo. This is by Article 1338 of the Civil Code, "stating that all agreements made legally shall apply as law to those who make them". In this case, the judge's decision should have declared the Plaintiff's claim inadmissible (Niet et al.) due to a lack of parties where A.P. Limbong Allo was not made a Defendant. Limbong Allo was not made a Defendant.

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