

COURT EXECUTION OF THE LEASE AGREEMENT

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ABSTRACT

Purpose - This study aimed to determine the provisions of Article 1576 Civil Code that states that tenants right are not interrupted because of the sale and purchase reviewed from legal theory (material rights and individuals) and justice theory. Considering the judge decision (execution) on the request is most important part in settling case process, because the execution not only ends a dispute, but also provides a picture of legal certainty and rights protection for the public on the sale of goods leased third party.

Methodology - This study uses normative legal approach (normative juridical) with the study object in the form of positive legal norms, principles and legal theory derived from secondary data. This study describes norm by examining the problems and solutions in accordance with the sense of justice and practical needs.

Findings - The results show that views from the legal theory (material rights and individuals) and justice theory, the applicant of the execution is more entitled to the leased goods than the tenant, because the execution applicant has a material rights that are absolute and inherent is higher level than tenants rights are individual and relative, so it is fairer if the applicant's right to execution should take precedence over the tenant's right

Keywords: Court execution, lease agreement.

CONCLUSIONS

The conclusion of this study is the provision of Article 1576 Civil Code that the right of tenants is not interrupted because sale and purchase or any form of rights transfer is not in accordance with the justice theory and legal theory (distinction of material rights and individuals).

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