

Legal Consequences Regarding Buyers Who Do Not Complete the Land Sale and Purchase Deed Process (Case Study of Supreme Court Decision Number 120 K/Pdt/2016)

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Abstract. *The "valid" requirement in making an agreement aims to have binding legal force and provide legal certainty for the parties.¹In accordance with Article 1457 of the Civil Code, a sale and purchase agreement is an agreement between a seller and a buyer. The seller is obliged to hand over the goods that are the object of the sale and purchase to the buyer, while the buyer is obliged to pay the price agreed upon by both parties. This agreement clearly regulates the rights and obligations of both parties. The purpose of this study is to determine the Legal Consequences Related to Buyers Who Do Not Complete the Land Sale and Purchase Deed Process (Case Study of Supreme Court Decision Number 120 K/Pdt/2016). The research method used is normative legal research. The conclusion of this study is that there are cases where buyers feel that they have transferred land rights in a sale and purchase transaction that is carried out only based on PPJB, as stated in the Decision Supreme Court Number 120 K/Pdt/2016 in this case the buyer is not direct convert PPJB to AJB. This has been clearly regulated in Article 4 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, which in essence explains: by registering land will provide legal certainty and legal protection to land rights holders. Furthermore in accordance with Article 19 paragraph 2 letter (c) of the Basic Agrarian Law, states that the certificate functions as a strong means of proof.*

Keywords: Agrarian; Buying; Land; Sell.

1. Introduction

Indonesia is a country of law, in accordance with the 1945 Constitution Article 1 Paragraph 3 which states "The State of Indonesia is a State of Law" which confirms Indonesia's status as a state of law (Rechtsstaat). Indonesia upholds the values of justice and legal order as a state of law. The manifestation of this idea is the mandate that every legal case must have strong

¹ Setiawan, I. K. O. (2021). *Hukum perikatan*. Bumi Aksara, p. 5

evidence. Therefore, all aspects of life in Indonesia, both social, national and state life must be subject to the law.²

An agreement is an act that binds the parties to the agreement, which is the essence of the agreement.³In accordance with the provisions of Article 1313 of the Civil Code which states "An agreement is an act, namely one or more people bind themselves to one or more people". In an agreement there are valid conditions for an agreement which are regulated in Article 1320 of the Civil Code, stating that there are four conditions, namely "the agreement of those who bind themselves, the capacity to make a contract, a certain subject matter, a cause that is not prohibited." then by implementing the four valid conditions, the agreement is valid and binding on the parties therein.⁴

Furthermore, in Article 1338 of the Civil Code, it states, "All agreements made in accordance with the law apply as laws for those who make them. The agreement cannot be withdrawn except by agreement of both parties, or for reasons determined by law. The agreement must be carried out in good faith. " So based on Article 1338 of the Civil Code, there are several points contained in it, such as freedom of contract, the agreement is binding on both parties and the principle of good faith. In accordance with this article, good faith is therefore very necessary in every agreement, especially in land sale and purchase agreements, it is often found that one party is harmed because of bad faith that arises when the agreement is already running.

In contract law, having the principle of freedom of contract means that the parties making an agreement are free to determine the contents and terms of the agreement in accordance with mutual agreement, but this can be detrimental, namely, giving the parties the freedom not to be bound by an obligation if the obligation is not stated. in the agreement.⁵According to R. Subekti, the definition of good faith is that when an agreement is made, the party with good faith fully places its trust in the other party and does not have bad intentions that will cause problems in the future.⁶

Land is an important component that supports human life, as the root of life or the formation of buildings that have the purpose of community comfort. Based on Article 4 Paragraph (2) which reads "The rights to land referred to in paragraph (1) of this article provide the authority to use the land in question, as well as the earth and water bodies and the space above it, only needed for interests that are directly related to the use of the land within the limits according

² Simamora, J. (2014). Tafsir Makna Negara Hukum dalam Perspektif Undang-Undang Dasar Negara Republik Indonesia Tahun 1945. *Jurnal Dinamika Hukum*, 14(3), 547-561.

³ Sihotang, A. P., Sari, G. N., Arifin, Z., & Wahyudin, M. I. (2023). Pembatalan Perjanjian Jual Beli Tanah oleh Penjual Karena Pembeli Wanprestasi. *JURNAL USM LAW REVIEW*, 6(3), 1210-1222.

⁴ Ummam, K., Guntara, D., & Abas, M. (2023). Akibat Hukum Terhadap Wanprestasi Dalam Perjanjian Dibawah Tangan Atas Jual Beli Tanah Dan Bangunan Berdasarkan Pasal 1320 KUHPerduta. *Jurnal Ilmu Hukum The Juris*, 7(1), 133-144.

⁵ Khairandy, R. (2003). *Iktikad baik dalam kebebasan berkontrak*. Universitas Indonesia, Fakultas Hukum, Pascasarjana, p. 43

⁶R. Subekti. 1983. *Hukum Perjanjian*. Jakarta: Citra Aditya Bakti, p. 15

to this Law and other higher legal regulations", in the article explains that the holder of land rights has the authority to utilize such as farming and livestock. While using land means using it to build something, such as a house or building. In the legal object of land which means the right to control land, it has the understanding that the right to control land consists of a series of authorities, obligations and prohibitions.⁷

Land rights can be obtained and have legal certainty by the government by registering the land according to the provisions contained in Article 19 Paragraph (1) of Law Number 5 of 1960 concerning the Principles of Agrarian Law (UUPA). The purpose of land registration is stated in Article 3 and Article 4 of Government Regulation No. 24 of 1997, namely to provide legal certainty and protection for holders of land rights, apartment units or other rights. Obtaining a land certificate is not just a matter of obtaining ownership documents, but a form of official recognition of the rights of land rights holders owned by an individual or legal entity to the land.

This right is protected and its existence is guaranteed by applicable laws and regulations.⁸ Land registration is a series of activities carried out continuously to document physical and legal data related to a plot of land. This process includes collecting information on ownership, size, boundaries, and everything related to the land.⁹

The common way to acquire land is through buying and selling. The seller and the buyer are two legal subjects involved in a purchase or sale. Each has rights and obligations, so that in this situation the seller fulfills the obligations and the buyer receives the rights. This is related to the reciprocal nature of the sale and purchase agreement (*werdering overeenkomst*).¹⁰ Based on the provisions of sale and purchase according to customary law and Law Number 5 of 1960 concerning the Principles of Agrarian (UUPA), the requirements for a valid sale and purchase are an agreement on the price and object of the sale and purchase, as well as the implementation of transactions that meet the principles of cash, clear and transparent. Sale and purchase is an agreement that exchanges goods with an agreement that has been agreed upon by the parties.¹¹ In the agreement there are things that must be fulfilled by the seller, namely honesty or good faith. In order for the land sale and purchase transaction to have strong legal force and avoid disputes in the future, it should be carried out before a Notary or PPAT, thus the legal certainty of land ownership will be more guaranteed.¹²

⁷ Santoso, U., & SH, M. (2017). *Hukum Agraria: Kajian Komprehensif*. Prenada Media, p. 10

⁸ Urip Santoso, S. H. (2019). *Pendaftaran dan peralihan hak atas tanah*. Prenada Media, p. 19

⁹ Tehupeiory, A. (2012). *Pentingnya pendaftaran tanah di Indonesia*. Raih Asa Sukses, p. 7

¹⁰ Kurniawati, L. (2018). Akta Perjanjian Pengikatan Jual Beli Dan Kuasa Menjual Sebagai Bentuk Perlindungan Hukum Terhadap Pembeli Hak Atas Tanah. *Jurnal Hukum dan Kenotariatan*, 2(1), 1-18.

¹¹ Amin, M., Septyanun, N., & Erwin, Y. (2023). PERLINDUNGAN HUKUM TERHADAP PEMBELI BERITIKAD BAIK PADA JUAL BELI HAK ATAS TANAH. *Collegium Studiosum Journal*, 6(2), 479-491.

¹² Taqiyyah, M. A., & Winanti, A. (2020). Perlindungan Hukum Pemegang Sertifikat Atas Tanah Ganda Berdasarkan Peraturan Pemerintah No. 24 Tahun 1997. *Jurnal Justisia: Jurnal Ilmu Hukum, Perundang-undangan dan Pranata Sosial*, 5(1), 77-93.

The legal consequences for buyers who have not completed the land sale and purchase deed process can result in losses, one of which is that there has been no transfer of land rights. As in the case in the Supreme Court Decision Number 120 K/Pdt/2016, the buyer was ultimately harmed because he did not transfer the PPJB to AJB. In the decision, the Board of Directors of PT. SPI as the Applicant for Cassation who was previously Defendant I, while the Respondent for Cassation is SS as the Plaintiff. The case is that the Plaintiff purchased a plot of land with plot Number 40.b Block SV Kohir Number C.66 with an area of 2,508 M2 located on Jalan Kampung Bulak RT. 005 RW. 004, Pegadungan Village, Kalideres District, West Jakarta from Mr. DW as the Seller with a Sales and Purchase Agreement Number 34 dated November 22, 2011 before Notary ZA Notary in Jakarta.

In addition to the Sale and Purchase Agreement, DW has given the Plaintiff power of attorney with Power of Attorney to Sell, Number 35 Dated 22 November 2011 before Notary ZA which contains Specifically for and on behalf of the Principal (DW) to sell, release rights, transfer or in other ways transfer to the Attorney (Plaintiff) or another Party appointed by the Attorney at a price and conditions determined by the Attorney himself for the land object.

Before the land was purchased by the Plaintiff, he had conducted a physical check on the land object and a check at the Village Office in the jurisdiction of the land object, namely Pegadungan Village to find out the legal formal ownership of the land and its Tax Payment. After being traced, it turned out that the land was owned and physically controlled by its owner DW and the tax was in the name of the taxpayer DW, after payment and handover of the physical land from DW. Then the Plaintiff controlled, maintained and paid the tax. So that the Plaintiff as the Party who obtained the rights to the land object had previously conducted a physical check and supporting data as described above.

However, when the Plaintiff's parents died around the beginning of 2013 and the Plaintiff had to return home, at that time the Plaintiff had not had time to make a Deed of Sale and Purchase (AJB) and Transfer of Name for the land, it turned out that Defendant I used this opportunity to fence off the surrounding land. belonging to the Plaintiff, including land belonging to the Plaintiff. Defendant I's actions were a form of Unlawful Action which caused enormous losses to the Plaintiff. However, PT. SPI was not sentenced in this decision, while the land owner was charged with paying court costs because the cassation request was granted.

Based on the case above, it explains the legal consequences of a buyer who does not complete the process in the Deed of Sale and Purchase. So the buyer does not have a transfer of land rights, so the buyer is the losing party because proof of land ownership is only proven by the PPJB.

2. Research Methods

Research requires a method to succeed and produce results that can be accounted for by the author. So the research method used in this writing is normative legal research. The problem approach in this study uses a statute approach and a case approach. In this study, the data

sources used are primary legal material data sources and secondary legal material data sources.

a. Primary Legal Materials

Sources of primary legal materials are legal materials that have authority (authoritative). So the legal materials in this research consist of:

- 1) Civil Code
- 2) Law Number 5 of 1960 concerning Basic Agrarian Principles
- 3) Government Regulation No. 24 of 1997 concerning Land Registration

b. Secondary Legal Materials

Therefore, the legal materials in this research consist of expert opinions, scientific journals and previous research related to this writing.

Data collection is done by means of library research. Data Analysis Techniques in normative legal research, data can be obtained by carefully studying primary legal materials such as legislation and court decisions, as well as secondary legal materials such as books and scientific articles. In addition, this study will also analyze the opinions of relevant legal experts, thus producing a more comprehensive understanding of the legal problems being studied. The purpose of this data collection is to identify legal gaps and formulate appropriate legal solutions.

3. Results and Discussion

3.1. Legal Consequences of an Incomplete AJB Process According to the Regulations in Force in Indonesia

In accordance with the provisions of Article 4 paragraph (1) of Government Regulation Number 24 of 1997, land registration aims to provide strong legal guarantees for land rights holders. Thus, land owners can easily enforce their ownership rights before the law.¹³ Furthermore, Article 37 of PP Number 24 of 1997 regulates several forms of transfer of land rights, one of which is through sale and purchase.¹⁴ Buying and selling is a type of contract based on an agreement or agreement between the two parties. Land buying and selling activities must be accompanied by an agreement that must be made with a valid deed so that it can function as perfect evidence. According to Article 1868 of the Civil Code, an authentic deed is a deed made in a form regulated by law, made by or before an authorized public official for that purpose and at the location where the deed is made.¹⁵ According to Article 165 HIR and 285 Rbg, an authentic deed is an official document drawn up directly by or before an

¹³Article 4 paragraph (1) of Government Regulation concerning Land Registration Number 24 of 1997

¹⁴Article 37 of Government Regulation on Land Registration Number 24 of 1997

¹⁵Article 1868 of the Civil Code

official who has the authority to do so. This deed serves as strong and comprehensive evidence regarding all matters agreed upon by the parties listed therein.¹⁶In this case, the Land Deed Making Officer (PPAT) is an official appointed by law to make an authentic deed that records the transfer of land rights. As regulated in Article 1867 of the Civil Code, PPAT plays an important role in making deeds in the land sale and purchase process.¹⁷

When a land rights holder submits an application for land registration, this includes both the first registration and maintenance registration that occurs due to changes to the object or subject, as regulated in Article 11 of Government Regulation Number 24 of 1997.¹⁸ By registering land, it will help reduce land conflicts throughout the Republic of Indonesia. This is due to the fact that having land without proof of ownership will facilitate the emergence of land conflicts or disputes, whether between the community and the government, companies or individuals. Without clear rules, this prolonged conflict will disrupt the balance of the community's life order and disrupt the community's efforts to meet its needs. Therefore, to resolve conflicts between interested parties, a clear system or rules are needed regarding rights and obligations, which are regulated in applicable regulations. Based on Article 19 paragraph 2 letter (c) of the Basic Agrarian Law, it states that certificates function as strong evidence.¹⁹The physical and legal data listed in this certificate, in accordance with the information in the Land Book and related Measurement Letter, must be recognized as valid data, unless there is evidence to the contrary from the court.

Thus, as long as it cannot be proven otherwise, the physical and legal data listed in the certificate must be considered true in legal practice. This is emphasized by Article 32 of Government Regulation Number 24 of 1997.²⁰ Therefore, the importance of the position of the state, as well as the Land Deed Making Officer (PPAT) who functions to assist the government in carrying out the task of registering or recording land in Indonesia. PPAT, as an authorized official in recording land in legal transactions such as land sales in Indonesia, should provide guidance first to the community or parties who need assistance in the land sale and purchase process.

This is proven in cases where land rights have been transferred in sales and purchase transactions carried out only based on PPJB, as stated in the Decision Supreme Court Number 120 K/Pdt/2016 in this case the buyer is not direct changing PPJB to AJB in which the decision is PT. SPI as the Applicant for Cassation who was previously Defendant I, while the Respondent for Cassation is SS as the Plaintiff. The case is that the Plaintiff purchased a plot of land located at Jalan Kampung Bulak RT. 005 RW. 004, Pegadungan Village, Kalideres District, West Jakarta from Mr. DW as the Seller with a Sales Purchase Agreement Number 34 dated November 22, 2011 before Notary ZA in Jakarta.

¹⁶ Tobing, G. L. (1980). *Peraturan jabatan notaris*. Erlangga. p. 42

¹⁷ Article 1867 of the Civil Code

¹⁸ Budhayati, C. T. (2018). Jaminan Kepastian Kepemilikan Bagi Pemegang Hak Atas Tanah dalam Pendaftaran Tanah Menurut UUPA. *Refleksi Hukum: Jurnal Ilmu Hukum*, 2(2), 125-138.

¹⁹ Article 19 paragraph 2 letter (c) Law Number 54 of 1960 concerning Agrarian Principles

²⁰ Article 32 of Government Regulation Number 24 of 1997 concerning Land Registration

In addition to the Sale and Purchase Agreement, DW has given the Plaintiff power of attorney with Power of Attorney to Sell, Number 35 Dated November 22, 2011 before Notary ZA which contains specifically for and on behalf of the Principal (DW) to sell, release rights, transfer or in other ways transfer to the Attorney (Plaintiff) or other Party appointed by the Attorney at a price and conditions determined by the Attorney himself for the land object. However, when the Plaintiff's parents died around early 2013 and the Plaintiff had to return to his hometown, where at that time the Plaintiff had not had time to make a Deed of Sale and Purchase (AJB) and Change of Name on the land, it turned out that Defendant I fenced off the land around the Plaintiff's property, including the Plaintiff's land. So based on the case in the Supreme Court's decision, the transfer of land rights had not occurred because the Deed of Sale and Purchase process had not been completed which ultimately caused a conflict later on.

A. Ridwan Halim is of the opinion that legal consequences are all consequences arising from legal actions carried out by legal subjects against legal objects, as well as other consequences caused by certain events that have been determined or considered as legal consequences.²¹ Therefore, legal consequences are the result of an act of a legal subject against a legal object. In a land sale and purchase transaction, both parties carry out a legal act of transferring ownership rights. The Basic Agrarian Law (UUPA) requires that the transfer of land rights through a sale and purchase must be carried out in cash, clearly, and in real terms, in accordance with the principles of customary law.²² We know that ownership rights can change hands and be transferred, in accordance with Article 20 paragraph (2) of the UUPA.²³ In this case, the transfer of ownership rights to the land has not occurred because the sale and purchase was carried out only based on the Sale and Purchase Agreement (PPJB).

The Sale and Purchase Agreement (PPJB) functions as an initial or preliminary agreement of a temporary nature, until certain circumstances arise that allow for the transfer to become a Sale and Purchase Deed (AJB) before the Land Deed Making Officer (PPAT), who is the authorized party to record the transfer of land rights.²⁴ Making a Sale and Purchase Agreement (PPJB) for land is a legal act that has legal consequences. The legal basis for this PPJB is Article 1457 of the Civil Code which stipulates that a sale and purchase is an agreement in which one party is obliged to hand over ownership of an object, while the other party is obliged to pay the agreed price.²⁵ Therefore, the Plaintiff, namely SS, who made the purchase of land only with PPJB, certainly brought about legal consequences in the form of rights and obligations.

Regarding the validity of the transfer of land rights based solely on PPJB, it is regulated in SEMA No. 4 of 2016, as in point number 7 of the Plenary Meeting of the Civil Law Chamber, namely "The transfer of land rights carried out based on the Sale and Purchase Agreement

²¹ Halim, A. R. (2005). *Pengantar Ilmu Hukum Dalam Tanya Jawab*, p. 30

²² Santoso, U. (2017). *Hak Atas Tanah, Hak Pengelolaan, dan Hak Milik Atas Satuan Rumah Susun*. Kencana, p. 19

²³ Article 20 paragraph (2) of Law Number 5 of 1960 concerning Basic Agrarian Principles

²⁴ Sinaga, E. Y., & Suryandono, W. (2019). Keabsahan Akta Perjanjian Pengikatan Jual Beli (PPJB) Berkaitan Dengan Akta Kuasa Menjual Dalam Jual Beli Tanah (Studi Putusan Pengadilan Negeri Bandung Nomor 387/Pdt. G/2017/PN. Bdg). *Jurnal Universitas Indonesia*.

²⁵ Article 1457 of the Civil Code

(PPJB) legally occurs if the buyer has paid the full price of the land and has taken control of the object of the sale and purchase and is carried out in good faith."²⁶ However, in this case, the Plaintiff, SS, cannot be said to be a good-faith buyer, because he did not complete the land sale and purchase process from the Sale and Purchase Agreement to the Sale and Purchase Deed. Thus, as a result of the land sale and purchase carried out by the Plaintiff, SS, by not completing the land sale and purchase process, the Plaintiff SS is not a good-faith buyer and cannot be given legal protection as a land buyer.

3.2. Judge's Consideration in Supreme Court Decision Number 120 K/Pdt/2016 Regarding Buyers Who Do Not Complete the Land Sale and Purchase Deed (AJB) Process

The judge's consideration in this decision is that the Respondent in the appeal in filing his lawsuit is only based on evidence of ownership in the form of a Deed of Sale and Purchase Agreement (PPJB) Number 34 dated November 22, 2011 before Notary ZA, Notary in Jakarta which has been submitted as evidence in court, so that according to the Applicant, the Respondent in the appeal according to law does not have the right and capacity to file a lawsuit as a Plaintiff (*persona standi in judicio*) before the District Court for the *a quo* case. While the evidence of ownership of the Applicant in the appeal, namely the SS for the land being sued, is the Building Use Rights Certificate Number 13166, which is in the form of a certificate which is an authentic deed and is strong and perfect evidence of ownership because it was issued by the authorized agency for that, namely the Land Office of the West Jakarta Administrative City, while the Sale and Purchase Agreement (PPJB) in the case of immovable objects legally does not exist or there has not been a full transfer of rights to the land/object being sold from the Seller in this case DW as the seller to the Respondent in the appeal.

The transfer of rights only occurs if the PPJB is then upgraded to the Deed of Sale and Purchase (AJB). That because the basis of the lawsuit is still in the form of a PPJB, the Respondent in Cassation is included in the disqualification in person, namely not a person who has the right to file a lawsuit or a person who does not have the standing to do so. That because the Respondent in Cassation is not a person who has the right to file a lawsuit or the Respondent in Cassation does not have the right to file a lawsuit (*persona standi in judicio*) in front of the District Court (disqualification in person), the Respondent in Cassation's lawsuit should be declared unacceptable. That the land claimed by the Respondent in Cassation is included in the Building Use Rights Certificate Number 13166 in the name of the Applicant in Cassation, so that if DW as the seller has sold the land to the Respondent in Cassation, namely SS, then DW has sold land that is not his right because the land belongs to the Respondent in Cassation who already has a certificate.

Article 616 of the Civil Code requires certain formalities in the transfer of immovable property, such as recording in a register as regulated in Article 620 of the Civil Code.²⁷ However, with the enactment of the Basic Agrarian Law, the regulation regarding the registration and transfer of land rights has been specifically regulated in the law and its implementing regulations.

²⁶SEMA No. 4 of 2016

²⁷Article 616 of the Civil Code

Consequently, the creation of a Sale and Purchase Agreement (PPJB) alone is not sufficient to fulfill the requirements for the legal transfer of land ownership rights. The Sale and Purchase Agreement (PPJB) is a stage that is an agreement that must be followed by a transfer or levering agreement.²⁸ The seller has an obligation to hand over ownership of the goods, not just to give power over the goods. In accordance with Article 1459 of the Civil Code which states that ownership of goods sold does not transfer to the buyer as long as the delivery has not been carried out according to the relevant provisions.²⁹

In the context of this case, the object of the Sale and Purchase Agreement is the rights to land and buildings. Therefore, the relevant legal provisions are the provisions regarding the transfer of land rights as regulated in the applicable laws and regulations, in particular Article 37 paragraph (1) of Government Regulation Number 24 of 1997. This article emphasizes that registration of the transfer of land rights can only be carried out if it is based on a notarial deed made by an authorized land deed official.³⁰ In this case, the transfer of land rights or the transfer of rights based on the article can occur through sale and purchase, exchange, grant, auction and others. There are exceptions for certain situations determined by the Minister, namely remote areas that do not yet have a temporary PPAT appointment.

In this situation, the Head of the Land Office has the authority to register the transfer of land rights to ownership rights carried out by every Indonesian citizen. This transfer can be proven by a deed that is not made by a PPAT, but the level of truth is considered sufficient by the Head of the Land Office to register it. For example, as evidenced by a private deed strengthened by the Head of the Village concerned.³¹ Law Number 24 of 1997 concerning Land Registration (Article 37 paragraph 1) requires that the transfer of land ownership based on the initial sale and purchase agreement must be legalized through an official deed made by a notary or authorized official. Therefore, in this case, SS should have made a Sale and Purchase Deed first before the PPAT so that the rights to the land and buildings which are the objects of the Sale and Purchase Agreement Deed are transferred to SS. On this basis, it is very important for SS to transfer the Sale and Purchase Agreement into a Sale and Purchase Deed before the PPAT. An absolute requirement to be able to register changes in land and building ownership at the land office is the existence of an authentic Sale and Purchase Deed, namely one made before the PPAT. The process of resolving land disputes often takes a long time. If mediation between the disputing parties does not produce results, the Land Office will act as a mediator. Often, land disputes end up in court. In practice, the issuance of land title certificates still encounters various legal uncertainties, both in protecting land objects and the rights of individuals or legal entities related to the land title certificates.³²

²⁸Badruzaman, M. D. (1983). *Kitab Undang-Undang Hukum Perdata: buku III, tentang hukum perikatan dengan penjelasan*. Alumni, p.10.

²⁹Article 1459 of the Civil Code

³⁰Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration

³¹ Harsono, B. (2015). *Hukum agraria indonesia. Buku Dosen-2014*, p. 506-507.

³² Rasyid, M. R., & Winanti, A. (2023). *Perlindungan Hukum Terkait Pemegang Hak Milik Atas Tanah Dalam Kepemilikan Sertifikat Ganda (Studi Kasus Putusan Mahkamah Agung Nomor 3061 K/Pdt/2022)*. *Al Qalam: Jurnal Ilmiah Keagamaan Dan Kemasyarakatan*, 17(4), 2271-2281.

4. Conclusion

Based on the explanation and analysis that has been presented previously, it can be concluded that there are cases where buyers feel that they have transferred land rights in a sale and purchase transaction that was carried out only based on the PPJB, as stated in the Decision Supreme Court Number 120 K/Pdt/2016 in this case the buyer is not direct convert PPJB to AJB. This has been clearly regulated in Article 4 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, which in essence explains: by registering land will provide legal certainty and legal protection to land rights holders. Furthermore in accordance with Article 19 paragraph 2 letter (c) of the Basic Agrarian Law, it states that the certificate functions as a strong means of proof. In this case, the transfer of land ownership rights has not occurred because the sale and purchase was carried out only based on the Sale and Purchase Agreement (PPJB). The judge's consideration in this decision is that the Respondent in the Cassation filed his lawsuit only based on evidence of ownership in the form of a Deed of Sale and Purchase Agreement (PPJB) before Notary ZA, which has been submitted as evidence in court. Therefore, the Sale and Purchase Agreement (PPJB) in the case of immovable property legally does not exist or there has not been a full transfer of rights to the land/object being sold from the Seller, in this case DW as the seller, to the Respondent in the Cassation. The transfer of rights only occurs if the PPJB is then upgraded to a Deed of Sale and Purchase (AJB).

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