

Legal Problems of Cancellation of Deed of Sale and Purchase of Land Rights Due to One of the Parties Committing Default

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Abstract. *This study aims to analyze: 1) Legal problems of land rights sale and purchase because one party is in default. 2) Legal protection for the injured party due to the cancellation of the land rights sale and purchase deed because one party is in default. This type of research is included in the scope of normative legal research. The approach method in this study is the statute approach. The type and source of data in this study are secondary data. obtained from literature studies. The analysis in this study is descriptive analytical. The results of the study concluded: 1). Legal problems of land rights sale and purchase because one party is in default, namely the party who feels aggrieved has the right to sue the Court to claim compensation, in the form of compensation for costs, losses and interest. Default causes legal certainty to be disturbed because the other party becomes uncertain about their rights and obligations. 2) Legal protection for the injured party due to the cancellation of the land rights sale and purchase deed because one party is in default, namely must include preventive and repressive measures. With preventive measures, such as making clear deeds and checking the legality of the land, as well as repressive measures, such as lawsuits and enforcement of sanctions, the legal system can provide comprehensive and effective protection for the injured party. This approach ensures that the law not only functions as a dispute resolution tool but also as a preventive mechanism that maintains justice and legal certainty in land sale and purchase transactions. However, legal protection does not apply to all buyers but only applies to certain buyer criteria. The criteria for buyers who are protected are those who have good intentions.*

Keywords: Contract; Purchase; Sale.

1. Introduction

Land in everyday life is often a dispute even to the court. This arises because land has a very important function for people's lives, which makes people try to obtain

land in various ways even by encroaching on other people's land.¹ Land is a gift from God Almighty to every human being on the face of the earth because land has many benefits in it, land must be managed, utilized, and maintained as well as possible as a resource to achieve the goal of being a prosperous country.² Land and humans are inseparable, humans live and develop and carry out daily activities on land. Most of human life depends on land, because land is a source of life and livelihood for humans.³ Land plays a central role in the life and economy of Indonesia. The rapid development in various areas of life has caused land to become a commodity that has a very high economic value and is difficult to control.⁴ The government has continuously tried to implement land registration throughout the country to ensure legal certainty. However, until now, the implementation of land registration has not provided satisfactory results. The area where land registration has been carried out has not reached 100%. If it is not immediately improved, various conflicts and land disputes will arise.⁵

Transfer of land rights can be done by means of transfer of rights such as sale and purchase, exchange, grant, auction, inheritance, transfer of rights due to merger or amalgamation and other transfers of rights. In the case of sale and purchase, the authorized official to make a deed of sale and purchase agreement is the Land Deed Making Officer (PPAT). PPAT is one of the institutions mentioned in the Civil Code whose authority is closely related to the making of authentic deeds and other authorities. Departing from the need for a perfect means of proof (*volledig bewijs*) in accordance with the *Burgelijke Wetboek (BW)* or Civil Code (KUHPerdata) and *Herzien Inlandsch Reglement (HIR)* or Indonesian Civil Procedure Code in addition to material truth, PPAT also has an important role and task and an honorable position.⁶ PPAT is given the task and authority so that its presence is to serve the community who carry out legal acts by making deeds of transfer of their rights or deeds of encumbrance of rights on their land.⁷

¹Syarifah Lia & Lathifah Hanim, 2017, Legal Certainty in Settling Disputes Emerging from Overlapping Certificates of Ownership Rights (SHM) on Land (Case Study at the Land/Agrarian and Spatial Planning Office of Pontianak City), *Jurnal Akta*, Vol. 4. No. 1, p.35

²Heru Kurniawan, 2016, Reconstruction and Reactualization of Islamic Social Ecological Literacy, *Research Journal* Volume 13 Number 2, p.201

³Dyara Radhite Oryza Fea, 2018, Guide to Managing Land, Houses and Permits, Legality, Yogyakarta, p.1

⁴Adrian Sutedi, 2018, Transfer of Land Rights and Its Registration, Sinar Grafika, Jakarta, p.22

⁵Maulida Soraya Ulfah & Denny Suwondo. 2019, Implementation of Complete Systematic Land Registration (PTSL) in Demak Regency. *Proceedings: Unissula Student Scientific Conference (KIMU)* 2. Unissula Semarang. p. 2

⁶Tatik Arjiati, 2017,, The Role of Notaries/PPAT in Making Joint Rights Distribution Deeds (APHB) Regarding the Distribution of Inheritance of Different Religions Regarding Land and Buildings, *Jurnal Akta*, Volume 4 Number 1, Unissula, Semarang, p.75

⁷Denny Suwondo and Ikhsan Saputra, 2019, Roles and Responsibilities of Land Deed Officials in the Implementation of Land Registration Activities, *Unissula Law Journal*, Volume 35 Number 2, p.187

The process of buying and selling land that has a certificate consisting of the subjects of the sellers or related parties will have a smaller risk of disputes arising than a certificate whose ownership has not been registered.⁸ If a land sale and purchase is carried out but it turns out that the seller is not authorized to sell or the buyer is not authorized to buy, even though the seller has the right to the land or the buyer has the right to buy, then as a result the sale and purchase can be cancelled by the interested parties.⁹

Default or broken promise is a condition where the Debtor does not carry out his/her obligations or does not carry out his/her obligations properly, so that the creditor cannot obtain a promise from another party. Default is a violation of the obligations stipulated in the agreement, which may include failure to fulfill payment obligations, delivery of goods, or other things that have been agreed upon. Default in a deed of sale and purchase of land rights can cause disagreement between the parties involved, which can ultimately result in a legal dispute.

The legal process in canceling a deed of sale and purchase of land due to default involves a series of steps that must be followed in accordance with applicable law. This includes filing a lawsuit in court, examining evidence, and the court process to determine whether the cancellation of the deed of sale and purchase is valid or not. Considering this background, the problem of canceling a deed of sale and purchase of land rights because one party is in default requires a careful and thorough legal approach to ensure that the rights and obligations of both parties are protected fairly in accordance with applicable law

2. Research Methods

This type of research is included in the scope of normative legal research. The approach method in this research is the statute approach. The type and source of data in this research are secondary data. obtained from literature studies. The analysis in this research is descriptive analytical.

3. Results and Discussion

3.1. Legal Problems in Buying and Selling Land Rights Due to One Party's Default

Land is one of the vital production factors for society, because the availability of land can support various community needs ranging from water, food to housing needs. The increase in demand for land continues to grow along with the increasing needs of society, considering the increasingly limited land in some areas, resulting in competition as well as quite attractive business opportunities. For some areas that have a high population growth rate, the fulfillment of land

⁸Bethari Laksita, *Legal Review of Resistance to the Execution Seizure of Inherited Land Disputes That Have Not Been Divided and Recognized as Gono Gini Assets (Case Study of the Surakarta District Court)*, Scientific Publication, Muhammadiyah University of Surakarta, 2020, p.4

⁹Effendi Perangin, 1987, *Land Buying and Selling Practices*, Rajawali Pers, Jakarta, p. 4.

needs which will later be intended for the establishment of housing is getting higher, especially since the value of land always grows every year.¹⁰

Land ownership rights include two elements, namely property rights and individual rights. The characteristics of absolute property rights are that they have an unlimited time period, rights that follow the object (*droit de suite*), and give the owner the authority to use it as collateral, transfer it, rent it or use it for himself. Meanwhile, individual rights that have relative characteristics have a time limit and also only give limited authority to the owner.¹¹ In the transfer of land rights, this can be done by means of transfer of rights such as exchange, gift, auction, inheritance, transfer of rights due to merger or amalgamation, sale and purchase and other transfers of rights.

Land sale and purchase is an agreement in which the party who owns the land, called the seller, promises and binds himself to hand over his rights to the land in question to another party, called the buyer. Based on the definition in Article 1457 of the Civil Code, sale and purchase is an agreement. The requirements for a valid agreement according to Article 1320 of the Civil Code are the existence of an agreement between those who bind themselves, the capacity to make a contract, the existence of a certain thing, and a lawful cause. If the requirements regarding agreement and capacity (subjective requirements) are not met, then an agreement can be canceled, meaning that the agreement remains in place until there is a decision from the judge, while if the requirements regarding a certain thing and a lawful cause (objective requirements) are not met, then an agreement is null and void by law, meaning that from the start it is considered that there was no agreement.

Legally, every agreement made legally will be binding as a law for those who have made it. Thus, the parties who make the agreement are bound to each other by the promises they make. Usually an agreement is reciprocal, except in unilateral agreements (*eenzijdig overeenkomst*) such as those regulated in Article 132 of the Civil Code (a wife who relinquishes her rights to the joint property, Article 875 of the Civil Code (regarding wills) and Article 1084 of the Civil Code (receipt of inheritance).¹²

They are bound by the promise they made and as stated in Article 1338 of the first part of the Civil Code, the agreement is binding as a law for those who make it. As has been explained, in the Civil Code system as stated in Article 1338 of the Civil Code, the principle of consensualism is adopted, namely that basically an agreement and obligation that arises has been born since the moment the

¹⁰Putri Lilasari, 2022, Legal Responsibility for Losses Due to Default in Land Sale and Purchase Agreements, *Indonesia Journal of Law and Social-Political Governance*, p.566

¹¹Mariam Darius, 1997, *Searching for a National Property Law System*, Alumni, Bandung, p. 31

¹²Marvita Langi, 2016, Legal Consequences of Default in a Sale and Purchase Agreement, *Lex Privatum*, Volume 4 Number 3, p.100

agreement is reached. Especially in buying and selling that in Customary Law it turns out that a mere promise does not have binding power, so it can be said that another event must occur so that the promise has legal consequences. The event is the transfer of something tangible, which is usually called a down payment or deposit. Viewed from the entire agreement, the transfer of the deposit by one party is actually the beginning of the implementation of the agreement so that the agreement that has been given a deposit has the effect that the party who has received the deposit has a debt so that he has an obligation to fulfill his promise. In other words, the party receiving the deposit is bound by the agreement.¹³

Buying and selling is a legal act of transferring land rights by the seller, which is carried out simultaneously with the payment of the price by the sellerbuyers who are transparent, cash and real. Transparent means that the sale and purchase is carried out before the Land Deed Making Officer (PPAT) previously carried out before the village head or traditional head, while cash means that payment is made together with the transfer of rights by the seller, and real means that the sale and purchase is a real act.¹⁴The sale and purchase of land based on the provisions of Article 37 Paragraph 1 of Government Regulation Number 24 of 1997 concerning Land Registration, must basically be carried out before the Land Registration Official.Land Deed (PPAT). This is intended so that the deed of sale and purchase can be used as a basis for registering changes in rights.¹⁵

Before making a land sale and purchase agreement, it is necessary to pay attention to these things, especially the legal certainty of the land that is used as the object of the sale and purchase, then the process of changing the name on the land title certificate can be carried out so that problems do not arise in the future. Because in fact, agreements are still often found that do not always run according to the initial agreement so that a problem arises, and not a few are even in default in the land sale and purchase agreement.¹⁶

Default or breach of agreement is a condition caused by one party not fulfilling the obligations or achievements in the agreement that has been agreed upon. Default can also be interpreted as not fulfilling or neglecting to carry out obligations as

¹³Sunarjati Hartono, 1977, Searching for the Form and System of Our National Contract Law, Intermedia, Bandung, p. 9.

¹⁴Dyara Radhite Oryza Fea, 2018, Guide to Managing Home Land and Permits, Legality, Yogyakarta, p.209

¹⁵Ibid., p. 212

¹⁶Putri Lilasari, 2022, Legal Responsibility for Losses Due to Default in Land Sale and Purchase Agreements, Indonesia Journal of Law and Social-Political Governance, p.566

stipulated in the agreement made between the creditor and the debtor.¹⁷ Default or failure to fulfill a promise can occur either intentionally or unintentionally.¹⁸

If the debtor due to his fault does not carry out what was promised, then the debtor is in default or breach of promise. The word due to his fault is very important, because the debtor does not carry out the promised performance at all. According to M. Yahya Harahap, default can also be intended as the implementation of obligations that are not on time or are not carried out properly.¹⁹ This results in if one party does not fulfill or does not implement the contents of the agreement that they have agreed to or that they have made, then the one who has violated the contents of the agreement has committed an act of default. Based on the expert opinion above, it can be concluded that the meaning of default is the understanding that says that a person is said to be in default if he does not provide performance at all, is late in providing performance, does performance not according to the provisions that have been set out in the agreement.

The time factor in an agreement is very important, because it can be said that in general in an agreement both parties want the provisions of the agreement to be implemented as soon as possible, because determining the time of implementation of the agreement is very important to know the arrival of the time that is obliged to fulfill his promise or implement an agreement that has been agreed upon. Thus, in every agreement, performance is something that must be fulfilled by the debtor in every agreement. Performance is the content of an agreement, if the debtor does not fulfill the performance as determined in the agreement, it is said to be in default. Default has legal consequences for the party that does it and has consequences for the emergence of the rights of the injured party to sue the party that committed the default to provide compensation, so that by law it is expected that no party will be harmed because of the default.²⁰

There are four things that result from a breach of contract, namely:

1. The obligation remains. In this case, default does not remove the existence of the obligation between the two parties.
2. The debtor must pay compensation to the creditor. The provision is explained in Article 1243 of the Civil Code, namely compensation for costs, losses, and interest due to failure to fulfill an obligation, only begins to be required if the debtor, after being declared negligent in fulfilling his obligation, continues to

¹⁷Salim HS, 2008, *Introduction to Written Civil Law (BW)*, Sinar Grafika, Jakarta, p.180.

¹⁸Ahmadi Miru, 2007, *Contract Law and Contract Design*, Rajawali Pers, Jakarta, p.74

¹⁹Yahya Harahap, 1982, *Legal Aspects of Contracts*, Alumni, Bandung, p. 60

²⁰Tresna, 2023, *Legal Review of Cancellation of Land Sale and Purchase Agreement Due to Default*, *Lex Privatum*, Vol.XI/No.4.p. 7

neglect it or if something that must be given or made can only be given and made within the time limit that has been exceeded.

3. The burden of risk shifts to the debtor's loss, if the obstacle arises after the debtor defaults, unless there is a gap or major error on the part of the creditor. Therefore, the debtor is not allowed to hold on to force majeure. This provision only applies to obligations to provide something. Article 1237 of the Civil Code states that in the case of an obligation to provide a certain object, the object since the obligation was born, is the responsibility of the creditor.

4. If the obligation arises from a reciprocal agreement, the creditor can free himself from his obligation to provide counter-performance by using Article 1266 of the Civil Code, namely that the cancellation condition is considered to always be included in reciprocal agreements, when one party does not fulfill its obligations. In such a case, the agreement is not void by law, but cancellation must be requested to the judge. This request must also be made, even though the cancellation condition regarding the failure to fulfill the obligation is stated in the agreement.

As a result of default caused by the Debtor, it causes losses to the creditor. Therefore, the Debtor is required to pay compensation suffered by the creditor (Article 1243 of the Civil Code), Cancellation of the agreement accompanied by payment of compensation (Article 1267 of the Civil Code), Transfer of risk to the debtor from the time of default (Article 1237 paragraph 2 of the Civil Code), Payment of court costs if sued in court (Article 181 paragraph 1 HIR).

According to the classical theory that distinguishes between a breach of contract lawsuit and a tort claim, the purpose of a breach of contract lawsuit is to put the plaintiff in the position if the agreement had been fulfilled (put the plaintiff to the position if he would have been in had the contract been performed). Thus, the compensation is in the form of loss of expected profit or called expectation loss or *winstderving*. While the purpose of a tort claim is to put the plaintiff in the original position before the tort occurred. So that the compensation given is a real loss or reliance loss. The legal problem that arises is in the event of a contractual relationship between the parties and a breach of contract occurs, can a tort claim be filed.²¹

Cancellation of an agreement can be seen from Article 1266 of the Civil Code which explains that the cancellation conditions are always considered to be included in reciprocal agreements, when one party does not fulfill its obligations. In this case, the agreement is not void by law but cancellation must be requested to the judge. This request is also made, even though the cancellation conditions regarding the failure to fulfill obligations are stated in the agreement. If the cancellation

²¹Marvita Langi, *Op.cit.*, p.102

conditions are not stated in the agreement, the judge is free to, according to the circumstances at the request of the defendant, provide a time period, but it must not be more than one month.²²

The consequences of the law of default where the Judge also has the right to freely determine a decision, which means it is not a certainty for the creditor to accept the decision of the judge, that the agreement they made with the debtor will definitely receive a decision to cancel the agreement. It is not the debtor's negligence that causes it to be canceled but the judge's decision that cancels the agreement, so that the decision is constitutive and not declaratory, in fact the judge has a discretionary power, meaning he has the authority to assess the debtor's default. If the negligence is considered too small, the judge has the authority to reject the cancellation of the agreement, although the compensation requested must be corrected.

According to the article above, the risk of the goods agreed to be sold, since the closing of the sale and purchase agreement is borne by the buyer. If the seller is late in handing over, then he has committed a breach of contract. It can be concluded in the sale and purchase agreement for land rights if there is a force majeure, so that one party does not fulfill the performance, then the risk is borne by the owner, it is a justice and appropriate if the other party is released from its obligation to hand over an item. While paying the costs of the case. The costs or costs of the case according to the provisions of civil procedure law are always borne by the losing party. In a case or lawsuit due to a breach of contract, it is very likely that the debtor will lose the case, so the judge makes a decision to pay the costs incurred in the case. A breach of contract or a broken promise has important consequences, so it must be determined first whether the debtor is in breach of contract.

It is a general principle in civil law that every unlawful act that causes loss to another person, requires the person who caused the loss to compensate for the loss caused (Article 1365 of the Civil Code). In this case, the person or party who is in debt or the debtor must pay the compensation to the injured party or creditor. Negligence and negligence of the debtor or the party declared in default are threatened with several sanctions, namely:

1. The buyer is required to pay compensation for losses suffered by the seller (Article 1243 of the Civil Code). This provision applies to all contracts.
2. In a reciprocal (bilateral) agreement, default by one party gives the other party the right to cancel or terminate the agreement through a judge (Article 1266 of the Civil Code).

²²Ibid., p. 7

3. The risk shifts to the buyer from the time of the default (Article 1237 paragraph (2) of the Civil Code). This provision only applies to contracts to provide something.

4. Pay court fees if the case is brought before a judge under article 181 paragraph 1 (HIR) Herziene Inland Regulations. Buyers who are proven to have defaulted will certainly be defeated in the case. These provisions apply to all engagements.

5. Fulfilling the agreement if it can still be done, or cancellation of the agreement accompanied by payment of compensation (Article 1267 of the Civil Code). This applies to all obligations.²³

This sanction can only be requested to be implemented if it has been proven before a judge with a ruling from the judge.

The law also provides provisions on what can be included in the form of compensation. Thus a negligent debtor is still protected by law against the arbitrariness of the creditor. This is regulated in the provisions of Article 1247 of the Civil Code, which states that the debtor is only required to replace costs, losses and interest that have actually existed or should have been used when the obligation was born, unless the failure to fulfill the obligation is due to a trick carried out by him.

Default in the context of land rights sale and purchase, disrupts legal certainty (Rechtssicherheit), justice (Gerechtigkeit), and utility (Zweckmäßigkeit). Therefore, the legal system must be designed in such a way as to overcome and prevent default, as well as provide protection and fair solutions for the injured party. Thus, the law can carry out its function to maintain order, justice, and the welfare of society.

3.2. Legal Protection for Parties Who Suffer Losses Due to the Cancellation of a Deed of Sale and Purchase of Land Rights Due to One of the Parties Committing a Default

Based on Philipus M. Hadjon's legal protection theory, legal protection can be interpreted as a guarantee or certainty that someone will get what has become his rights and obligations, so that the person concerned feels safe. Legal protection is a universal concept of a state of law. Legal protection is given if there is a violation or action that is contrary to the law carried out by the government, both the actions of the authorities that violate the law or the formal regulations that apply have violated the interests of society that must be considered. According to Philipus M. Hadjon, there are two types of legal protection, namely preventive legal protection and repressive legal protection.

The theory of legal protection put forward by Philipus M. Hadjon is a relevant basis

²³Subekti, 1995, Various Agreements, PT Citra Aditya Bakti, Bandung, p. 47.

in dealing with situations where a party suffers a loss due to the cancellation of a deed of sale and purchase of land rights due to an act of default. Hadjon views legal protection as an effort that includes two main aspects, namely preventive and repressive. In a preventive context, legal protection is realized through steps such as making a clear and complete deed of sale and purchase, as well as careful examination of documents before the transaction is carried out. These steps aim to prevent losses and disputes in the future. On the other hand, in the repressive aspect, legal protection is enforced through an effective law enforcement system, allowing the injured party to file a lawsuit in court and obtain fair compensation for the losses suffered due to default. Thus, Hadjon's theory of legal protection provides a strong foundation in ensuring that the party who suffers a loss due to the cancellation of a deed of sale and purchase of land rights due to default can obtain appropriate and effective protection in accordance with the principles of justice and legal certainty.

Preventive legal protection is regulated in Article 32 (1) and (2) of Government Regulation Number 24 of 1997 concerning land registration. This protection is given to land rights holders to carry out a good faith. The elements contained in the legal protection given to land rights holders against people who have good faith, then the certificate holder will be controlled in real and continuous terms without any lawsuits or objections filed against other parties. Based on Article 1491 of the Civil Code, the Buyer can ask the seller to guarantee that the object of the agreement in the possession of the sold is safe and secure and guarantees against hidden defects.²⁴

There are several legal protections related to default in a sales and purchase agreement, namely: first, protection for sellers who meet the requirements as determined by the seller. Second, protection for buyers is generally followed by the granting of irrevocable power of attorney. Legal protection does not apply to all buyers but only applies to certain buyer criteria. The criteria for buyers who are protected are those who have good faith. The provisions of good faith are regulated in Article 1338 paragraph (3) of the Civil Code that, "the agreement must be carried out in good faith," meaning that the implementation of the agreement is carried out according to rationality and propriety or propriety in society.

According to Zabar Husaini, a Buyer can be considered to have good intentions if he has carefully checked the material facts (physical data) and the validity of the transfer of rights (legal data) of the land he purchased, before and during the process of transferring land rights. If the buyer knows or can be considered to have known about the defects in the process of transferring land rights (for example, the seller's incompetence), but he still continues the sale and purchase, the buyer

²⁴Socha Tcefortin Indera Sakti, Legal Protection for Parties in a Land Sale and Purchase Agreement Under Hand, *Private Law Journal*, Volume VIII No. 1 January-June 2020, p.90

cannot be considered to have good intentions.²⁵

Good faith buyers will receive 2 legal protections. Internal protection comes from the PPJB and AJB that have previously been agreed upon by the parties. Conditional external protection comes from the state. External protection is stated in Article 32 paragraph (2) of PP 24 of 1997 which states that after 5 years of the certificate being issued, parties who feel that their interests are disturbed by the issuance of the certificate can no longer file objections or sue. Certificate holders also receive legal protection. Because after 5 years of the certificate being issued, no party can sue it again. However, PP 24 of 1997 stipulates conditions, namely that the issuance of the certificate is carried out in a manner regulated by law, then it is actually controlled and carried out in good faith.²⁶If the buyer knows or can be considered to have known about defects in the process of transferring land rights (for example, the seller's lack of authority), but he still continues with the sale and purchase, the buyer cannot be considered to have acted in good faith.

4. Conclusion

The legal problems of buying and selling land rights due to one party's default, namely the party who feels aggrieved has the right to sue the Court to claim compensation, in the form of compensation for costs, losses and interest. Default causes legal certainty to be disturbed because the other party becomes uncertain about their rights and obligations. Overcoming the legal problems in buying and selling land rights due to default requires a comprehensive approach, which includes legal certainty, justice, and utility. By ensuring clear agreements, consistent law enforcement, fair sanctions, and an efficient dispute resolution process, the legal system can provide adequate protection for the injured party and prevent future defaults. Legal protection for the injured party due to the cancellation of the deed of sale of land rights because one party has defaulted must include preventive and repressive measures. Philipus M. Hadjon's theory emphasizes the importance of these two forms of protection to ensure that the rights of the injured party are effectively protected. With preventive measures, such as making clear deeds and checking the legality of the land, as well as repressive measures, such as lawsuits to the courts and enforcing sanctions, the legal system can provide comprehensive and effective protection for the injured party. This approach ensures that the law not only functions as a dispute resolution tool but also as a preventive mechanism that maintains justice and legal certainty in land sale and purchase transactions. Every community has the right to receive legal protection, because in Pancasila and the basis of the State Law are

²⁵Zabar Husaini. (2019). "Good Faith Buyer of a Land Sale and Purchase Agreement with Legal Defects (Study of Supreme Court Decision No: 3435 K/PDT/2017/PN.MKD)". Thesis, Faculty of Law, Muhammadiyah University of Magelang, Magelang, p.36.

²⁶Yadzka Nafis. (2020). Legal Protection for Good Faith Buyers in Land Purchase and Sale in Solok City (Study of Supreme Court Decision No. 1826 K/PDT/2014). Indonesian Notary Journal, Volume 2 No. 8, p.1

the sources of legal protection because it has regulated protection of dignity and the principle of recognition. However, legal protection does not apply to all buyers but only applies to certain buyer criteria. The criteria for buyers who are protected are those who have good intentions.

5. References

Journals:

- Bethari Laksita, Legal Review of Resistance to the Execution Seizure of Inherited Land Disputes That Have Not Been Divided and Recognized as Gono Gini Assets (Case Study of the Surakarta District Court), Scientific Publication, Muhammadiyah University of Surakarta, 2020.
- Denny Suwondo and Ikhsan Saputra, 2019, Roles and Responsibilities of Land Deed Officials in the Implementation of Land Registration Activities, Unissula Law Journal, Volume 35 Number 2.
- Heru Kurniawan, 2016, Reconstruction and Reactualization of Islamic Social Ecological Literacy, Research Journal Volume 13 Number 2.
- Marvita Langi, 2016, Legal Consequences of Default in a Sale and Purchase Agreement, Lex Privatum, Volume 4 Number 3.
- Maulida Soraya Ulfah & Denny Suwondo. 2019, Implementation of Complete Systematic Land Registration (PTSL) in Demak Regency. Proceedings: Unissula Student Scientific Conference (KIMU) 2. Unissula Semarang.
- Putri Lilasari, 2022, Legal Responsibility for Losses Due to Default in Land Sale and Purchase Agreements, Indonesia Journal of Law and Social-Political Governance.
- Socha Tcefortin Indera Sakti, Legal Protection for Parties in a Land Sale and Purchase Agreement Under Hand, Private Law Journal, Volume VIII No. 1 January-June 2020.
- Syarifah Lia & Lathifah Hanim, 2017, Legal Certainty in Settling Disputes Due to Overlapping Certificates of Ownership Rights (SHM) on Land (Case Study at the Land/Agrarian and Spatial Planning Office of Pontianak City), Jurnal Akta, Vol. 4. No.1.
- Tatik Arjiati, 2017,, The Role of Notaries/PPAT in Making Joint Rights Distribution Deeds (APHB) Regarding the Distribution of Inheritance of Different Religions on Land and Buildings, Jurnal Akta, Volume 4 Number 1, Unissula, Semarang.
- Tresna, 2023, Legal Review of Cancellation of Land Sale and Purchase Agreement Due to Default, Lex Privatum, Vol.XI/No.4.
- Yadzka Nafis. (2020). Legal Protection for Good Faith Buyers in Land Purchase and Sale in Solok City (Study of Supreme Court Decision No. 1826 K/PDT/2014). Indonesian Notary Journal, Volume 2 No. 8.
- Zabar Husaini. (2019). "Good Faith Buyer of a Land Sale and Purchase Agreement with Legal Defects (Study of Supreme Court Decision No: 3435

K/PDT/2017/PN.MKD)”. Thesis, Faculty of Law, Muhammadiyah University of Magelang, Magelang.

Books:

Subekti, 1995, *Various Agreements*, PT Citra Aditya Bakti, Bandung.

Mariam Darius, 1997, *Searching for a National Property Law System*, Alumni, Bandung.

Effendi Perangin, 1987, *Land Buying and Selling Practices*, Rajawali Press, Jakarta.

Dyara Radhite Oryza Fea, 2018, *Guide to Managing Land, Houses and Permits, Legality*, Yogyakarta.

Adrian Sutedi, 2018, *Transfer of Land Rights and Its Registration*, Sinar Grafika, Jakarta.

Sunarjati Hartono, 1977, *Searching for the Form and System of Our National Contract Law*, Intermasa, Bandung.

Dyara Radhite Oryza Fea, 2018, *Guide to Managing Home Land and Permits, Legality*, Yogyakarta.

Salim HS, 2008, *Introduction to Written Civil Law (BW)*, Sinar Grafika, Jakarta.

Ahmadi Miru, 2007, *Contract Law and Contract Drafting*, Rajawali Pers, Jakarta.

Yahya Harahap, 1982, *Legal Aspects of Agreements*, Alumni, Bandung.

Legislation:

The 1945 Constitution of the Republic of Indonesia

Civil Code (KUHPperdata)

Law Number 5 of 1960 concerning Basic Agrarian Principles, which regulates rights to land, water and air.

Government Regulation Number 24 of 1997 concerning Land Registration.

Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 21 of 2020 concerning Handling and Settlement of Cases and jurisprudence.

Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency (BPN) Number 1 of 2021 concerning Certificates.