

Sale and Purchase of Land Based on Ownership Certificate Based on Private Deed (Study of Supreme Court Civil Decision NO.105/PDT.G/2021/PN PRP)

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Abstract. *Land as a property right is regulated in the Basic Agrarian Law No. 5 of 1960. Property rights can be transferred based on sale and purchase, in accordance with Government Regulation No. 24 of 1997 in Article 37 paragraph 1 that the transfer of land rights and ownership rights to apartment units through sale and purchase, exchange, grant, income in the company and other legal acts of transfer of rights, can only be registered if proven by a deed made by an authorized PPAT according to the provisions of applicable laws and regulations, the provisions for the transfer of rights have been regulated, but it cannot be denied that there are still underhand sales and purchases or sales and purchases not in front of the Land Deed Making Officer. The method used in this study is the normative legal research method. The approach method used is a qualitative approach.. Types and sources of data use primary and secondary data. The data analysis method used in this study is prescriptive. The conclusions from the results of this study are: 1) The legal force of the private deed in the land sale and purchase agreement with the Certificate of Ownership based on the Case in Decision Number 105 / Pdt.G / 2021 / PN Prp. is valid and has the same legal force as an authentic deed. This is proven by the existence of written evidence submitted by the parties to the case, witness statements and the results of local examinations, so that facts can be obtained that are mutually confirmed by the parties. 2). As a result of the legal effect of the private land sale and purchase agreement being ratified by the Pasir Pangaraian District Court, the plaintiff can file a process for changing the name of the Certificate of Ownership at the National Land Agency (BPN) on the basis of a court decision that already has permanent legal force as a replacement for the PPAT deed. If seen from the case above, the sale and purchase of land is not yet valid because according to what is explained in PP Number 24 of 1997 concerning Land Registration, the sale and purchase of land must be carried out before the Land Deed Making Officer (PPAT), but in the case above, the sale and purchase of land is not possible to be carried out before the Land Deed Making Officer (PPAT) because the*

defendant's whereabouts are unknown, so the sale and purchase of land with a deed under hand based on the Court Decision is declared valid and has permanent legal force.

Keywords: *Buying; Land; Selling.*

1. Introduction

Indonesia is an agricultural country with abundant natural resources and a vast territory. One of the main resources that is greatly needed in the lives of its citizens is land. Human need for land is a basic need or a need that cannot be left behind in life. This can be understood and comprehended because only on a piece of land can humans build a house for their housing needs, meet their daily food needs, especially for their burial needs when they die. In the Republic of Indonesia, whose people's way of life, including its economy, is still agrarian, land as a gift from God Almighty has a very significant role in building a just and prosperous society.

Land as a natural resource bestowed by God Almighty to the Indonesian nation as a national wealth is a means of organizing all activities of people's lives and has an important role for human life, in this case everyone definitely needs land, not only to live their lives and livelihoods. Article 19 paragraph (1) of the UUPA explicitly states that land registration is to guarantee legal certainty.

The provisions of government authority to regulate the land sector began in the 1945 Constitution Article 33 paragraph 3 which states that "Land, water, and the natural resources contained therein are controlled by the State and used for the greatest prosperity of the people". This emphasizes the importance of these elements in realizing the welfare and prosperity of the Indonesian people. Therefore, Article 33 paragraph 3 of the 1945 Constitution became the basis for the formation of the Basic Agrarian Principles contained in the State Gazette of 1960, Number 104 and Supplement to the State Gazette of the Republic of Indonesia Number 2043, better known as the Basic Agrarian Law (hereinafter UUPA).

In everyday terms, buying and selling occurs when someone voluntarily releases money to obtain the goods they want. Regarding this, Boedi Harsono stated that:

"In Customary Law, the act of transferring rights (sale and purchase, gift, exchange) is a legal act of a cash nature". Sale and purchase in Customary Law is a legal act of transferring rights to land with payment of the price at the same time in cash".

"Land Sale and Purchase Letter" signed by the seller and the buyer witnessed by the Village Head whose function is to:

1. Guaranteeing the truth about the status: land status, rights holders, validity that it has been implemented in accordance with applicable laws;
2. Representing but different Villagers.

In contrast to the understanding of buying and selling according to Western Law, the provisions in Article 1457 of the Civil Code explain that buying and selling land is an agreement by which the seller binds himself (meaning promises) to hand over the rights to the land in question to the buyer who binds himself to pay the seller the agreed price. However, the provisions stipulated in all of Book II of the Civil Code have been revoked and are no longer valid. Since the enactment of the UUPA, the definition of land sale and purchase is no longer an agreement as intended by Article 1457 in conjunction with 1458 of the Civil Code, but rather a legal act of transferring rights forever in cash which is then regulated in the Implementing Regulations of the UUPA, namely Government Regulation Number 10 of 1961 which has been updated by Government Regulation Number 24 of 1997 concerning Land Registration (State Gazette of the Republic of Indonesia Year 1997 Number 59; Supplement to the State Gazette of the Republic of Indonesia Number 3696) which is hereinafter written as Government Regulation No. 24/Year 1997. This transfer of rights is a transfer of control both legally and physically. However, there are times when the transfer of rights is only legal because the physical land is still under the control of another person, so that the physical handover will be carried out later.

Article 2 of the UUPA explains that the state has the authority to regulate ownership, designation, transfer, and registration of land and buildings on it. Furthermore, Article 26 paragraph (1) of the UUPA states that buying and selling, exchange, granting, giving by will, giving according to custom and other acts intended to transfer ownership rights to land and their supervision are regulated by Government Regulation. The buying and selling process involves 2 (two) parties, namely the seller and the buyer. Buying and selling can occur well and without problems if each party has good intentions to cooperate in real terms and formally, which can be seen when the seller will hand over something to the buyer, and the buyer will hand over money for the gift from the seller according to the price agreed upon by each party.

Based on the provisions of PP No. 24 of 1997, the transfer of land and objects on it, whether by sale or purchase or other transfer of rights, must be proven by a deed made by and before the Land Deed Making Officer (PPAT). The transfer of land from the owner to the intended recipient is accompanied by a legal transfer (*Juridische Levering*), namely a transfer that must meet the formalities of the law, by fulfilling the following requirements: carried out through established procedures, using documents, and made by or before the PPAT.

PPAT (Land Deed Making Official) concurrently holds the position of Notary, the dual position is based on the provisions of Article 7 number 1 of Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning amendments to Government Regulation Number 37 of 1998 concerning Regulations on the position of Land Deed Making Official, which dual position is possible because both have the same position as public officials, although Notary is a public official with broader authority than PPAT (Land Deed Making Official). One of the authorities of PPAT is to make a Sale and Purchase Deed, related to the process of transferring land rights.

The Basic Agribusiness Law does not explain about the acquisition of land rights through sale and purchase, only in Article 26 of the Basic Agribusiness Law which touches on the sale and purchase of land rights. As stated that sale and purchase, exchange, grant, granting by will, granting according to custom and other acts intended to transfer ownership rights and their supervision are regulated by Government Regulation.

Article 1457 of the Civil Code states that:

"Sales and purchases are an agreement, whereby one party binds himself to hand over an object, and the other party to pay the price that has been promised."

The process of buying and selling and transferring land rights has a general and standard procedure. This procedure is intended to guarantee legal certainty and protect the rights of the parties, both sellers and buyers. In the case of a land rights sale and purchase agreement, it must be done by making an authentic deed made before a PPAT (Land Deed Official) known as AJB (Sales and Purchase Deed).

In terms of obtaining land rights through a sale and purchase transaction, it is done before a Notary/PPAT (Land Deed Official) in order to carry out the transfer and registration of the land at the land office so that legal certainty can be achieved, as regulated in laws and regulations. This is regulated in Law Number 5 of 1960 concerning Basic Agrarian Regulations and in Government Regulation No. 24 of 1997 which explains that one of the objectives of land registration is to realize orderly administration.

It is known that an agreement must have a subject and an object in a sale and purchase, where the subjects are the parties who bind themselves to carry out a legal act, namely the sale and purchase of land. An agreement must also have a certain object, which can be the object of a sale and purchase are movable and immovable goods, one example of an object of sale and purchase of immovable goods is land. The one who has the right to sell a plot of land is of course the legal holder of the rights to the land, who is called the owner. If the owner of a plot of land is only one person, then he has the right to sell the land himself. However, if the land owner is two people, then the two people together have the right to sell the land. No one person can act as the seller. In the implementation of buying and selling there must be an agreement between the two parties. An agreement occurs on the basis of an agreement between the parties.

According to J. Satrio, he stated that:

"in an agreement that contains a defect in the will, the will given in the agreement is not based on pure will (agreement), the agreement there is given because he is mistaken, under pressure, deceived or under the influence of another person who abuses the existing situation."

The implementation of land sale and purchase must be carried out before an authorized official (PPAT). Based on the UUPA, land rights that can be used as objects of transfer of rights are: Ownership rights Article 20 UUPA, Cultivation Rights Article 28 UUPA, Building Rights Article 35 UUPA, Usage Rights Article 41 UUPA. If one of these material requirements is not met in the sense that the seller is not the person entitled to the land being sold, or the buyer does not meet the requirements to be the owner of the land rights, or the land being traded is in dispute, then the land sale and purchase is invalid.

A court decision is a judge's statement made at a court hearing open to the public to resolve or end a civil case. Furthermore, a judge in making a decision on a case must know and understand the facts of the case based on the facts revealed in the trial based on valid evidence. The judge's accuracy (truth) in assessing the validity of evidence greatly determines the quality of the judge's decision in a case. In other words, if a judge's decision is based on incorrect or invalid evidence, the decision will be wrong or incorrect.

In the case position, the Supreme Court of the Republic of Indonesia's Decision discusses a civil case at the Rokan Hulu District Court regarding the Ratification of a Private Sale and Purchase Agreement which was ratified by the Rokan Hulu District Court's decision for the Certificate name change process.

In this study, the Author conducted an analysis of a case of a land and/or building sale and purchase transaction underhand. In this case, there was a Plaintiff who had made a purchase in the form of a plot of land and/or building with a Certificate of Ownership Number 909/Kota Baru, covering an area of 75,000 M2 from the Defendant. After the Plaintiff paid in full for the plot of land and/or building, the Defendant invited the Plaintiff to take control of the object of the sale and purchase. This sale and purchase was carried out underhand based on a STATEMENT from the Head of Kota Baru Village, Kunto Darussalam District, Rokan Hulu Regency, with the number: 140/KB-UM/308. Based on the Sale and Purchase, the Plaintiff intended to change the name of the Certificate of Ownership to the Plaintiff's name at the National Land Agency Office of Rokan Hulu Regency.

2. Research Methods

The method used in this research is the normative legal research method. The approach method used is a qualitative approach. Types and sources of data using primary and secondary data. The data analysis method used in this study is prescriptive.

3. Results and Discussion

3.1 Legal Power of Land Sale and Purchase with an Agreement Under Hand Strengthened by a Court Decision

a. Case Position

Case Studies Number 105/Pdt.G/2021/PN Prp. It started when the Defendant sold a plot of land rights in 2011, Certificate of Ownership Number 909/Kota Baru as described in the Measurement Letter dated February 24, 1992, Number 7377/1992, with an area of 7,500 M2 (seven thousand five hundred square meters), located in Kota Baru Village, Kunto Darussalam District, Rokan Hulu Regency, Riau Province. registered in the name of the Defendant.

The sale and purchase was carried out underhand and was proven by a CERTIFICATE from the Head of Kota Baru Village, Kunto Darussalam District, Rokan Hulu Regency, with the number: 140/KB-UM/308.

Initially, the Plaintiff did not think about changing the name on the land certificate, so the certificate was still in the name of the Defendant and was simply kept by the Plaintiff.

Around mid-2021, the Plaintiff thought about the land that had not been transferred to another name, so for the sake of legal certainty regarding ownership of the land, the Plaintiff wanted the certificate to be transferred to the Plaintiff's name.

Before this lawsuit was filed, the Plaintiff had attempted to find the whereabouts of the Defendants based on photocopies of the Defendants' ID cards when buying and selling the disputed object, but the whereabouts of the Defendants were unknown.

Based on the case position of Case Number 105/Pdt.G/2021/PN Prp. filed a lawsuit so that the panel of judges declare:

1. Dismiss the Claim in its entirety;
2. Declare the validity of the agricultural land sale and purchase agreement made by the Plaintiff and Defendant in 2011;
3. Determine the Plaintiff to change the name of the Certificate of Ownership from the Defendant's name to the Plaintiff's name at the National Land Agency Office, Rokan Hulu Regency;
4. Charge all costs arising in this case to the Defendant.

The basis for the considerations of the Panel of Judges of the Pasir Pengaraian District Court in the Copy of Supreme Court Decision No. 105/Pdt.G/2021/PN Prp. Dated May 31, 2021, include the following:

- 1) Based on the Plaintiff's lawsuit letter filed by the Plaintiff, it is known as a legal fact that the Defendant's place of residence or domicile is no longer known;
- 2) because the Defendant's residence/domicile is no longer known, the Plaintiff and Defendant who had made a sale and purchase in 2011 were unable to meet with the PPAT to draw up a deed of sale and purchase;
- 3) by taking into account Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, because the Defendant's whereabouts are no longer known, a deed of sale and purchase cannot be made between the Plaintiff and the Defendant before the Land Deed Making Officer (PPAT), however by taking into account Article 37 paragraph (2) of Government Regulation Number 24 of 1997 concerning Land Registration, in certain circumstances, the Head of the Land Office can register the transfer of rights to land ownership rights carried out between individuals who are Indonesian citizens which is proven by a deed which is not made by a PPAT, but the truth of which is considered sufficient to register the transfer of the rights in question;
- 4) because during the Plaintiff's control there was no objection and the sale and purchase between the Plaintiff and the Defendant whose domicile or whereabouts were unknown had been declared valid and this decision could be used as a deed that was not made by the PPAT, namely by the Judge,

then the Plaintiff could submit an application for a change of name to the Certificate of Ownership Number 909/Kota Baru in the name of the Defendant to become in the name of the Plaintiff to the National Land Agency office of Rokan Hulu Regency, then regarding petitum number 3 the Plaintiff has reason to be granted.

In the deliberation meeting of the Panel of Judges of the Pasir Pangaraian District Court on Monday, May 31, 2021, the verdict read, to adjudicate:

- 1) Declare that the Defendant has been properly and legally summoned but is not present;
- 2) Declaring that the Plaintiff's lawsuit was partially granted without the Defendant's presence (Verstek);
- 3) Declare the validity of the sale and purchase of agricultural land as stated in Certificate of Ownership Number 909/Kota Baru in the name of the Defendant carried out by the Plaintiff and Defendant in 2011;
- 4) Determine the Plaintiff to change the name of the Certificate of Ownership Number 909/Kota Baru in the name of Yayan Kustian to the Plaintiff's name at the National Land Agency Office, Rokan Hulu Regency;
- 5) Ordering the Plaintiff to pay the costs arising in this case which to date are estimated at Rp. 770,000.00- (seven hundred and seventy thousand rupiah);
- 6) Rejecting the Plaintiff's lawsuit for other than and beyond.

b. Case Analysis

Based on the case position above, it can be seen from in terms of national land law, that the sale and purchase carried out between the Plaintiff and ACCUSED I complies with the principles and nature and characteristics and conditions of the sale and purchase. The principles and nature and characteristics of buying and selling according to national land law are the same as the principles and nature and characteristics of buying and selling in customary law, namely adhering to the cash principle, and having real and clear characteristics and characteristics.

To determine the legal force of private land sales and purchases from the perspective of property rights, the researcher will explain the force of private deeds in relation to the law of evidence.

A private deed is "a deed or letter made by the parties without any official intervention".¹Meanwhile, according to Mertokusumo, a private deed is "a deed that is deliberately made for evidence by the parties without the assistance of an official".²This private deed is still widely made by the community in the process of buying and selling land ownership rights. The buying and selling of land ownership rights is carried out by signing a deed made by the parties, and is known by the Sub-district Head/Village Head/Tribal Head, all of whom do not have the authority in making deeds in the land sector.

From the legal aspect of evidence, according to Harahap, in order for a written document to have value as a private deed, it must fulfill the basic requirements, namely:³

- 1) The formal requirements for a private deed consist of:
 - a. in written or written form;
 - b. made in a party (two or more parties) without the assistance or presence of a public official;
 - c. signed by the parties;
 - d. include the date and place of signing.

These formal requirements are regulated in Article 1874 of the Civil Code and Article

286 of the RGB.

These requirements are cumulative, so they cannot be less than that. The Civil Code does not mention the place and date as requirements for a private deed. Although the inclusion of the place and date is not a formal requirement, in order to achieve legal certainty, the inclusion should not be ignored, especially those related to the place and date of the transfer of rights. Unlike authentic deeds, Article 25 letter d of the Notary Regulations (Staatsblad 1860 No. 3) stipulates that the inclusion of the place, day, month, and year of the deed is a requirement that must be met.

- 2) Material requirements consist of:
 - a. A private deed contains an agreement regarding a legal act (reschts handling) or legal relationship (rechts betterkking);

¹Harlen Sinaga, 2015, Civil Procedure Law with an Understanding of Material Law, Erlangga, Jakarta, p. 177

²Sudikno Mertokusumo, Op. Cit. p. 167

³Yahya Harahap, 2017, Civil Procedure Law, Sinar Grafika, Jakarta, pp. 672-673

- b. Intentionally made as evidence to prove the truth of the action or legal relationship described in the deed.

Regarding private deeds, it is regulated in Articles 1874-1889 of the Civil Code and Articles 286-305 of the Civil Code for outside Java and Madura. Private deeds are not regulated in HIR, but are regulated in Staatsblad 1867 No. 29 for Java and Madura.

The legal force of the sale and purchase of land ownership rights under the hand in accordance with the provisions of Article 1338 of the Civil Code, that an agreement made legally shall apply as a law for the parties who make it, which is known as the principle of *Pacta Sun Servanda*. With this principle, the parties who enter into an agreement are given the freedom to create the contents of the agreement according to their needs and desires. The law regulates the law of agreements, but does not interfere with the main points or conditions that will become the agreement of the parties. Thus, it means that the contents of the agreement made must be implemented as in the law, namely if one party denies it, sanctions can be imposed according to the law. Therefore, the parties who will make an agreement must be based on good faith.

Good faith in the subjective sense can be interpreted as a person's honesty, namely what lies in a person at the time a legal act is carried out. While good faith in the objective sense is that the implementation of a legal agreement must be based on the norm of compliance or what is felt to be appropriate in society.

Based on the author's analysis of the Plaintiff's *posita* argument which confirms that there was a legal relationship of underhand sale and purchase between the Plaintiff and the Defendant in 2011 over the land object mentioned above, the main thing that must be proven is whether the legal act that occurred was a "underhand sale and purchase" between the Plaintiff and the Defendant and was carried out on the basis of good faith.

The legal act that occurred between the Plaintiff and the Defendants must be carried out in good faith, so it must also be proven that the Defendant's absence to carry out the transfer of land rights before the Land Deed Official (PPAT) is categorized as an act that has neglected his legal obligations and at the same time as a form of neglect of his ownership rights to the land and/or the Defendant's ignorance of the process of transferring land rights.

In accordance with the provisions of Article 32 paragraph (2) of Government Regulation Number 24 of 1997 concerning Land Registration, it has been confirmed that in the case of rights to a plot of land where a certificate has been legally issued in the name of a person or legal entity who acquired the land in good faith and actually controls it, then other parties who have rights to the land no longer demand the implementation of these rights if within 5 (five) years since

the issuance of the certificate they do not submit a written objection to the certificate holder and the relevant land office or do not file a lawsuit with the Court regarding control of the land or the issuance of the certificate.

The disputed object as referred to in the evidence of Land Ownership Certificate Number 909/Kota Baru described in the Measurement Letter dated February 24, 1992, Number 7377/1992, covering an area of 7,500 M2 (seven thousand five hundred square meters), located in Kota Baru Village, Kunto Darussalam District, Rokan Hulu Regency, Riau Province. registered in the name of the Defendant. The disputed object has been controlled and utilized properly by the Plaintiff and the Defendant (seller) is no longer known to exist, therefore the Defendant is deemed to have relinquished his ownership rights to the disputed land and the Plaintiff can be categorized as a buyer in good faith.

So according to the author, legally the decision of the panel of judges is correct and fair. The agreement has met the requirements for a valid agreement based on Article 1320 of the Civil Code and Article 1338 of the Civil Code which states that all agreements made legally apply as laws for those who make them. According to Article 1857 of the Civil Code, if a deed under the signature is recognized by the person against whom the writing is to be used, then the deed can be a perfect means of proof for the person who signed it and his heirs and those who receive rights from it. The power of a deed under the hand can be used as written evidence in court as long as the deed under the hand is made by both parties and is confirmed by them and strengthened by witnesses in court who know, see and experience the event of a sale and purchase under the hand, then it becomes perfect evidence and if it cannot be denied by the opponent. The panel of judges was correct in resolving the transfer of land rights with a certificate of ownership in the Supreme Court decision No. 105 / Pdt.G / 2021 / PN Prp. A copy of the decision is the basis for the process of changing the name to the Plaintiff's name.

3.2 Legal Consequences of Land Purchases Underhand Strengthened by Court Decisions for the Process of Changing the Name of the Land Ownership Certificate

After the court validates the above case, the legal consequences of buying and selling land with a deed under hand are the same as buying and selling land made before a Land Deed Making Officer (PPAT) which is based on Government Regulation Number 27 of 1997 concerning Land Registration, in Article 31 paragraph (1) which explains that the transfer of land rights and ownership rights to land units flats are carried out through sale and purchase, exchange, grant, inberg and other legal acts, except for the transfer of rights through auction which can only be registered if proven by a deed made by an authorized official according to the provisions of applicable laws and regulations.

Article 5 of Law Number 5 of 1960 explains that the transfer of rights occurs if both parties have met the requirements for clear and cash. Clear means that the sale and purchase of land is carried out openly or not secretly, in principle this can be fulfilled if the sale and purchase of land is carried out before the Land Deed Making Officer (PPAT) along with the provisions of both parties. Cash itself means that a legal act is carried out, which carries out the transfer of rights and payment of the agreed land price. Cash does not have to be paid in full immediately, it can also be done in installments.

The authority of law enforcement agencies is guaranteed by law. So that in carrying out their duties and responsibilities they are free from the influence of government power and other influences. There is an adage that states (even if the world collapses, the law must be enforced). The law cannot run or be upheld if there are no credible, competent and independent law enforcement officers. No matter how good a law is, if it is not supported by good law enforcement officers, justice is just a dream. The weak mentality of law enforcement officers results in law enforcement not running as it should. Many factors influence the weak mentality of law enforcement officers, including weak understanding of religion, economics, non-transparent recruitment processes and so on. So the law enforcement factor plays an important role in carrying out legal functions.

In addition, there is an atmosphere of social thought and social power that determines how the law is used, avoided, or misused. In legal culture, it is closely related to the legal awareness of society. Society and culture are inseparable phenomena. Between cultural elements are intertwined and influence each other, changes in one element alone will cause changes in other elements. So it cannot be separated from its relationship with the social processes that take place in society as a result of social construction. So far, the community does not know about the transfer of land rights cannot be registered with the Land Office if the deed is not made by PPAT so that people often carry out land rights sales transactions underhand. This is due to the lack of socialization from the Land Office to the community.

In the above case, it is no longer possible for the sale and purchase to be carried out before the Land Deed Official (PPAT), because the whereabouts of the Defendants are no longer known, as proven in the decision that the Plaintiff has searched for the Defendant's residence, but has never succeeded in finding the Defendant's residence until now. This decision was made because the Defendants were never present at the trial so that it can be decided that the Defendants accepted the lawsuit that had been filed by the Plaintiff and certainly when the land sale and purchase took place between the Defendant as the seller and the Plaintiff as the buyer there had been negotiations regarding the change of name on the certificate, however the Plaintiff as the buyer did not immediately complete the sale and purchase before the Land Deed Official (PPAT) to carry out

the name change process. The Panel of Judges decided that the sale and purchase carried out between the Plaintiff and the Defendant was declared valid and had been granted, while the Defendant's whereabouts or place of residence were no longer known, so the Plaintiff had the right to take care of the change of name on the certificate.

After being ratified by the Panel of Judges based on the provisions and evidence and witnesses in the trial. The Plaintiff can change the name of the certificate he holds, because the agreement regulated by the Plaintiff as the buyer with the Defendant as the seller has fulfilled the provisions of Article 1320 of the Civil Code and is considered valid by the Panel of Judges for the certificate change process. In the absence of a valid Deed of Sale and Purchase (AJB), the Panel of Judges declares the sale and purchase agreement made by the Plaintiff and Defendant to be valid to carry out the certificate change process with a court decision, because a decision already has permanent legal force.

4. Conclusion

The legal force of a private deed in a land sale and purchase agreement with a Certificate of Ownership based on the Case in Supreme Court Decision No. 105/Pdt.G/2021/PN Prp. is valid and has the same legal force as an authentic deed. This is proven by the existence of written evidence submitted by the parties to the case, witness statements and the results of local examinations, so that facts can be obtained that are mutually confirmed by the parties;

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Copy of Supreme Court Decision No.105/Pdt.G/2021/PN Prp