

The Elements of Unlawful Acts as the Basis for Lawsuits in Land Disputes

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Article	Abstract.
<p>Keywords: Dispute; Land; Lawsuit.</p> <p>Article History Received: 2022-08-27; Reviewed: 2022-09-01; Accepted: 2023-01-07; Published: 2023-01-07.</p> <p>DOI: 10.30659/jdh.v%vi%i.24 319</p>	<p><i>This research aims to know the community relations if one party has violated a right and harmed another party, if it cannot be resolved amicably to provide compensation, then the party whose rights have been violated and suffered a loss can file a lawsuit to court on the grounds that there has been a violation of law carried out by other parties accompanied by accurate evidence. For a claim to be submitted to the court so that it can be accepted and granted by the judge, the reasons used as the basis for the claim must be clear and contain elements of a violation of the law. Another aims to obtain data about judges' considerations in deciding a case that falls under the qualification of unlawful acts. This research used a normative legal research with statutory and conceptual approaches. The result show the judge's consideration in deciding to grant part of the lawsuit filed by the Plaintiff because the witness evidence submitted by the Plaintiff can legally prove that the plaintiff is the legal owner of the object of the case and what is alleged in the plaintiff's lawsuit that the defendant committed an unlawful act, is it true or not? what the Defendant did complied with the elements of an unlawful act and the Defendant was unable to prove reasonable evidence.</i></p>

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1. Introduction

The land is a very large state asset and a source of state revenue, most of which comes from taxes. One of the taxes is land and building tax, both building tax and other taxes such as rent and use of proceeds. Land is also increasing along with the times, and with the increasing population in Indonesia it will definitely be depleted because every country owns or lives in it. Land in Indonesia is all land use over time and there is no vacant land or abandoned land. Requires regulations or legal codes. That is, the arrangement of social life that provides coercive order and regularity to society.¹The term land ownership such as Domein Verklaring has the meaning of a

¹Adrian Sutedi. (2009). "Perahhan Hak atas Tanah dan Pendaftarannya", Jakarta: Penerbit Sinar Grafika. p.23.

statement confirming that all land which cannot prove its ownership, the land belongs to the state.

Land disputes are disputes between individuals, legal entities or institutions that do not have a broad impact. Various types of land disputes arise from time to time, whether related to rights disputes, land status disputes, or other forms of disputes. Many community entities are involved in the disputes that arise. This means that along with the increasing number of conflicts between indigenous peoples, communities and the government, communities and other non-governmental organizations, and the communities themselves, various solutions are available to resolve them. Controversies over land disputes arise from complaints from parties (legal entities or legal entities) who oppose and demand land rights, both in terms of land status, priority and ownership.²

One form of government accountability is carried out by protecting property rights over land owned by the community based on valid evidence. To get valid evidence, several actions need to be taken. If the land previously did not have proof of ownership or no one owned it, then land registration was carried out for the first time. If the land is acquired by way of buying and selling, inheritance, grants, or other legal actions, then it is done with an agreement made before a notary who is then taken care of by the Land Deed Making Officer (PPAT).

The relationship between the parties arises when one of the parties makes a mistake or violates their rights and harms the other party, and if this cannot be resolved by mutual agreement, they can claim compensation, the party whose rights have been violated and suffers a loss can file a lawsuit in court, alleging that the other party has violated the law, accompanied by accurate evidence. In order for a lawsuit filed in court to be accepted and corroborated by the judge, the basis for the lawsuit must be clear and must contain an element of non-compliance.³

A dispute can occur based on a legal relationship between the parties and can also occur based on a relationship between the parties. Disputes that occur without being based on a legal relationship between the parties are caused by acts against the law. Unlawful acts can certainly lead to disputes caused by losses experienced by one of the parties.⁴

²Rizky Reza Pahlevi, Zulfi Diane Zaini, Recca Ayu Hapsari. (2021). "Analisis Perbuatan Melawan Hukum (*Onrechtmatiggedaad*) Terhadap Sengketa Kepemilikan Hak Atas Tanah" *Pagaruyuang Law Journal*, Vol. 5/No. 1.

³Sarwono. (2011) "*Hukum Acara Perdata Teori dan Praktik*". Jakarta: Sinar Grafika. p.310

⁴Sembiring Jimmy. (2011). *Cara Menyelesaikan Sengketa di Luar Pengadilan*. Jakarta. Transmedia Pustaka, p.6

In general, dispute resolution can be done with 2 (two) process options. The process of resolving disputes through litigation in court, then developing a settlement process through cooperation (cooperative) outside the court. The litigation process results in decisions that have not been able to fulfill common interests, and can create new problems, the resolution process is slow. Meanwhile, going through a process outside the court produces an agreement and provides a comprehensive settlement⁵.

In civil cases, cases submitted to court are generally in the field of default and unlawful acts in Article 1365 of the Civil Code defines offense (*Onrechtmatiggedaad*). However, because this unlawful act can be prosecuted not only if it violates the applicable laws and regulations, but also if the act violates the applicable laws and regulations, it is often called rubber products. Criminal⁶, also violates the law, violates the subjective rights of others and violates the principles of decency, thoroughness, thoroughness and prudence.⁷ Default arrangements in civil law, as in other countries that adhere to the continental European system, only have a few provisions, but the reality on the ground shows that civil proceedings in court are dominated by defaults. Therefore, it is understandable how important it is to know how the laws and legal theories regarding these illegal activities are regulated and how they are actually practiced, especially those that occur in courts.⁸ If an act has to be determined to be illegal, it must also contain an error. The element of error is usually an action as well as a result for which the perpetrator can be held accountable. Apart from the element of error, of course there is also an element of loss, not only material loss, but also non-material loss such as fear, threats and mental tension losses suffered and caused by his actions.⁹

Strict liability (culpability liability) does not include liability under 1365 of the German Civil Code. Even if strict liability applies in certain cases, it is based on other laws and not based on Article 1365 of the Civil Code. Article 1365 of the Civil Code requires "negligence" (guilt) in terms of disgraceful acts, so it is necessary to know how far the element of negligence extends.¹⁰ Regarding the determination of

⁵Roeroe Sarah. (2013). *Penegakan Hukum Agraria dan Penyelesaian Sengketa Pertanahan Dalam Proses Peradilan*. Jurnal Hukum Unsrat, Vol 1/No.6

⁶ Chuasanga A., Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia and Thailand*, Jurnal Daulat Hukum, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218>

⁷Rosa Agustina. (2013). *"Perbuatan Melawan Hukum"*, Depok: Universitas Indonesia. p. 117.

⁸ Munir Fuady. (2017). *Perbuatan Melawan Hukum Pendekatan Kontemporer* Cetakan V. Bandung: PT Citra Aditya Bakti. p. 1

⁹ Evalina Yessica. (2014). "Karakteristik dan Kaitan Antara Perbuatan Melawan Hukum dan Wanprestasi", *Jurnal Repetorium*, Vol. 1/No. 2.

¹⁰Munir Fuady. (2014) *"Konsep Hukum Perdata"*. Jakarta: PT RajaGrafindo Persada.p. 255.

compensation for unlawful acts, according to Article 1365 of the Civil Code, the amount of compensation to be paid by the defendant is not clearly specified, but only states that he is responsible to the person who caused the loss. Compensation for negligence and loss. An unlawful act is an act that violates the (subjective) rights of another person, or an act (or omission) that violates a legal obligation, or an unwritten right that a person should have in dealing with fellow citizens. Consider legal legitimacy.¹¹

An example of default in a land dispute is the illegal occupation of land or buildings without the owner's consent to cause a dispute. Land as real estate is a basic necessity of people's lives and plays a very important role and function in people's daily lives. The existence of land itself, both as a place for people to live and a place for business, is becoming increasingly demanding in the face of the increasing needs of society and government. The government also needs land to build facilities that serve people's lives.¹²

An example taken from the problem of land disputes in the case of Decision Number 88/Pdt.G/2015/PN.KLN with the main point of the case, that the defendants have committed unlawful acts (*onrechtmatiggedaad*). The Defendants as the Seller of the land and buildings until the lawsuit is filed still control the land and buildings that should have been handed over to the Plaintiff as the Buyer. This ambiguity of ownership rights led to land disputes, which were then resolved by the victims through legal channels, in this case the courts.

These land disputes arise from mutual 'claims' for legal ownership of the property and control over the disputed land. Each party to the dispute feels that they have the right to the disputed land. This land dispute was caused by a party who was dissatisfied with the other party by filing a lawsuit against the law because the party filing this lawsuit felt that their land rights had been violated, filed a lawsuit for loss.

Based on written descriptions, this study aims to analyze the basis for land dispute lawsuits related to elements of unlawful acts in the case study of decision number 88/Pdt.G/2015/PN.KLN.

¹¹ Sedyo Prayogo. (2016). "Penerapan Batas-batas Wansprestasi dan Perbuatan Melawan Hukum Dalam Perjanjian". *Jurnal Pembaharuan Hukum* Volume III

¹² Rizky Reza Pahlevi, Op.Cit, : 19

2. Research Methods

This study uses normative juridical research to analyze legal issues that arise and originate from legal norms¹³. Based on statutory regulations, it is positive law and court decisions that have permanent legal force. The types of data used are: 1) The primary legal materials are Act No. 5 of 1960, Civil Code, Decision Number 88/Pdt.G/2015/PN.KLN, and other laws and regulations, 2) Secondary legal materials that explain primary law include books, articles, and online materials that discuss land disputes, and 3) Tertiary legal materials are legal materials that have instructions and explanations for primary and secondary laws. The tertiary legal materials used by the author are the Big Indonesian Dictionary and related legal dictionaries. Data collection was carried out using literature study techniques on primary, secondary and tertiary legal materials. The collected legal materials were then analyzed using qualitative analysis methods with the Law approach and the case approach which would then be concluded by the object of research.

3. Results and Discussion

3.1. Verdict No. 88/Pdt.G/2015/PN.KLN On the basis of Land Dispute Claims Involving Unlawful Elements

In Class 1B Klaten District Court which received, examined and tried civil cases at the court of first instance in the case of an unlawful act filed by the Plaintiff with the initials JP, Employment Trader, Address Vill. Tarukan Rt 01/ Rw 01, Sabrang Village, Delanggu District, Regency Klaten. By granting special power of attorney to Bambang Sri Wahono, SH.SpN MH, Titiek Nurhayati, SH, Rizky Febrian Krisnawati, SH, an Advocate with an office at St. Gatot Soebroto Number 112 Sidanegara, Cilacap based on a Special Power of Attorney dated May 4 2015.

The parties being sued by the plaintiff in the lawsuit filed at the Klaten class 1B District Court are the defendant with the initials WA (Defendant 1), Entrepreneur's Occupation, Address Vill. Tampiran Rt 37/Rw 1 Ngawonggo village, Ceper District, Klaten Regency and NH (Defendant II), Entrepreneur's Occupation, Address Vill. Tampiran Rt 37/ Rw 1 Ngawonggo Village, Ceper District, Klaten Regency. By granting power of attorney to Nuristo SH, and Sri Widada, SH, Advocates with offices on St. Langenharjo, Grogol Sukoharjo, based on a Special Power of Attorney dated July 13, 2015.

¹³ Soerjono Soekanto. (2010). *"Pengantar Penelitian Hukum"*, Jakarta: UI-Press.

Based on the lawsuit filed by the Plaintiff, the object of the lawsuit is the Class 1B Klaten District Court Decision Number 88/Pdt.G/2015/PN.KLN is about the lawsuit for Unlawful Acts by the Defendant for Control over land and buildings with a land area of 3454 m² located in Ngawonggo Village, Ceper District, Klaten Regency at a price IDR 342,000,000,- which should have been handed over to the Plaintiff as the Purchaser since the signing of the deed of sale and purchase on April 4 2007 before H. Mochamad Sofi Ariotedjo, SH as Notary and PPAT in the working area of Klaten Regency and the Plaintiff has recorded the transfer of ownership of the said land at the Klaten Regency National Land Agency Office so that the owner's name for the land has changed from Defendant I to being in the name of the Plaintiff with SHM Number 01921 covering an area of 3454 m² as of April 19 2007, thus the land and the building legally belongs to the Plaintiff.

According to the plaintiff, what was done by the Defendants as the seller has harmed the Plaintiff as the Buyer of the land and building, therefore the actions of the Defendants constitute an unlawful act which causes the plaintiff to suffer material losses, namely the Plaintiff has lost profits by continuing to control the land and buildings by the Defendants because if the land and buildings are rented out, the Plaintiff will at least get an income of IDR 50,000,000 every year since 2007. As well as moral losses, namely causing the Plaintiff to be burdened mentally and physically in an effort to obtain his rights as the buyer of the land and building which, if calculated in nominal terms, is IDR 1,000,000,000,-. There are concerns and suspicions from the Plaintiffs who reason that the Defendants will transfer, transfer or pledge the land and buildings to other parties and to ensure that their lawsuit is not in vain, the Plaintiff also requests the Chairperson of the Klaten District Court to place a Collateral Confiscation on said land and buildings. As well as to prevent the Defendants from delaying the implementation of the Case Decision, the Plaintiff requests that the Defendants be subject to forced money (dwangsom) in the amount of IDR 1,000,000,- for each day of delay by the Defendants in fulfilling the decision of this case.

From the side of the Defendants, the Defendants have provided a written answer to refuse and request not to accept the lawsuit from the Plaintiff which basically contains in the Exception that The Plaintiff's lawsuit is vague and unclear, the Defendant admits the actual fact is that the Plaintiff's name was only borrowed to obtain credit from the Bank which if the credit application was submitted by Defendant I then it would definitely not have received approval from the bank because the name of Defendant I had just been blacklisted by the bank. And the Defendant is of the opinion that if the Plaintiff's intent and purpose is to clear a land and building, then the Plaintiff's lawsuit is lacking in parties, because the Defendants are legally husband and wife and have had 3 (three) biological children from the marriages of Defendant I and Defendant II, where it is clear and obvious that he also

resides in the object of the dispute, is not used as the object of the dispute and is not used as a party to the lawsuit, so the Defendant requests that the Plaintiff's lawsuit be declared rejected and or at least declared unacceptable.

In the Convention, Defendant II stated that he had never traded a plot of land and houses on it, in accordance with the SHM certificate Number: 01921 covering an area of 3454m² on behalf of Defendant I located in Ngawonggo Village, Ceper District, Klaten Regency, to anyone including the Plaintiff, because the object of the dispute is joint property obtained during her marriage to Defendant 1, and Defendant II also states that if the Plaintiff still insists on the arguments of her lawsuit, because the land and building title certificate has changed its name to the name of the Plaintiff, while the process of transferring rights without obtaining approval (permission) written from Defendant II as wife of joint property, then the transfer of rights is carried out by engineering or not fairly, namely buying and selling in a fictitious manner (*schijnhandeling*) and not clearly, then the sale and purchase is legally flawed so that it is null and void by law (*Nietig*).

From the Defendants' answers to the Plaintiff's lawsuit, the Defendants filed a Reconvention which basically contained that the Plaintiff had committed an unlawful act which harmed the legal interests of the Defendants both materially and non-materially. Therefore, he must be punished to pay material losses, namely transferring rights to SHM certificates. Number 01921 covering an area of 3454m² on behalf of the Plaintiff. As well as for the non-material losses of the Defendants in fighting for their rights which had drained their energy and mind, the Plaintiff was sentenced to pay a non-material loss of IDR 1,000,000,000,- paid in cash and immediately to the Defendants.

To prove his lawsuit, the Plaintiff submitted evidence in the form of a copy of the Deed of Sale and Purchase No. 56/ceper/2007 dated April 4, 2007, Photocopy of Property Rights certificate No. 01921 Ngawonggo on behalf of the Plaintiff, Photocopy of the 2013 PBB SPPT on behalf of the Plaintiff, Photocopy of the 2013 PBB Receipt of Deposit, Photocopy of the 2015 PBB STTS Deposit Receipt on behalf of the Plaintiff, Copy of IMB on behalf of the Plaintiff and Photocopy of letter of agreement and power of attorney dated March 23, 2007 from Defendant II to Defendant I. In addition to the proof of the letter, the Plaintiff has also submitted evidence of witnesses who have been sworn in, namely H. Muchamad Sofi Ariotedjo, a notary with an office on St. Mayor Kusmanto, who stated that it was true that he had drawn up a deed buying and selling on behalf of the Plaintiff and who came when the deed was made was Defendant I as the seller who also represented Defendant II as his wife and previously Defendant II had come and made a power of attorney which was made before the witness.

To prove the argument for his denial, the Defendant also presented documentary evidence in the form of a copy of the Marriage Certificate No. 1015/82, a copy of the Defendant's family card, a copy of the sale and purchase deed No. 56/ceper/2007 dated 4 April 2007 and a copy of the ownership certificate No. 01921 Ngawonggo on behalf of the Plaintiff. In addition to the written evidence, the Defendants have also presented witness evidence, namely Tukiman who has a working relationship with Defendant I, who stated that to his knowledge the land and buildings still belong to Defendant I and Defendant II. And the witness Agus Haryono who was sworn in and testified that he did not know that the land had been sold, he was once asked to photocopy the certificate for applying for a loan at the Bank,

3.2. Decision on Settlement of Land Disputes Involving Unlawful Elements No. 88/Pdt.G/2015/PN.KLN

The judge who tries, decides and decides on a case must first use statutory law as the basis for his decision. If written law is not sufficient, or if it does not suit the issues in the case, the judge seeks his own law from other sources of law such as common law, doctrine, contracts, custom, or unwritten law to find it.¹⁴

The need for considerations underlying the decision of a case before a judge is a formidable task, because not every case that is handled is clearly regulated by written rules. the reason for the legal dispute decision submitted to him; This is to ensure that the decisions taken can be accounted for by the judge to the public, parties at the High Court, so that legal knowledge of the decisions taken is convincing in Decree No. 88/Pdt.G/2015/PN.KLN.

In the Decision in Exception Number 1, the Defendant stated that the plaintiff's claim was vague and unclear the Panel of Judges considers that the Plaintiff's lawsuit is clear, namely regarding the existence of an Unlawful Act over the purchase of a plot of land and buildings belonging to the Defendant to the Plaintiff. In exception No. 2 regarding the lack of parties, the Panel of Judges is of the opinion that according to the decision of the Supreme Court No. 3909 K/Pdt/1994 dated 11 April 1997 that the Plaintiff has the authority to determine who is made a party to his lawsuit so that exception Number 2 which states that the Plaintiff's claim is lacking in parties is groundless and must also be declared rejected by the Panel of Judges. Until the Judge tries for rejecting the exceptions of the Defendants in their entirety.

According to the provisions of Article 163 HIR and Article 1865 of the Civil Code, a person who demands the existence of rights or facts must, in order to defend his

¹⁴ Abdul Manan. (2013). "Penemuan Hukum Oleh Hakim Dalam Praktek Hukum Acara di Peradilan Agama". *Jurnal Hukum dan Peradilan*, Vol. 2/No. 2.

rights or challenge the rights of others, prove that: say it must. To prove his rights or other facts, the plaintiff has submitted documentary evidence in the form of a copy of the deed of sale and purchase No. 56/ceper/2007 dated 4 April 2007. Certificate of Ownership No. 01921 Ngawonggo on behalf of the plaintiff, Photocopy of PBB SPPT 2013 on behalf of the plaintiff, Photocopy of the 2013 Land and Building Tax Coupon, Photocopy of 2015 UN STTS Deposit Receipt on behalf of the plaintiff, Photocopy of IMB on behalf of the Plaintiff, Power of Attorney from Defendant II to Defendant I dated 23 March 2007 and a photocopy of the Power of Attorney, as well as one witness namely H. Mochamad Sofi Ariotedjo, as Notary/PPAT.

Whereas the Defendants to prove their arguments only submitted documentary evidence in the form of a Photocopy of the Marriage Certificate, No. 1015/82, a Photocopy of the Defendant's Family Card, a copy of the Sale and Purchase Deed No. 56/ceper/2007 dated 4 April 2007 and a copy of the Right certificate. Property No. 01921 Ngawonggo on behalf of the Plaintiff and 2 (two) witnesses namely Tukiman and Agus Harsono which according to the Panel of Judges there is no evidence to show cooperation. Witness statements alone without other evidence are not considered sufficient evidence according to the doctrine of "*unus testis nullus testis*" (witnesses are not witnesses) according to Article 169 HIR/306 RBG/Article 1905 of the Civil Code, and the defendant is not. I dispute this. Under the Civil Procedure Code, a position without denial is equivalent to a confession.¹⁵ Therefore, the testimony of these witnesses is baseless and must be set aside.

In making a sale and purchase deed, the conditions for a sale and purchase agreement must be fulfilled, namely:

a. Formal requirements (written)

The formal requirements for the transfer of property rights are proof of ownership, identity card (KTP), proof of current payment of property and building taxes, proof of payment of the seller's final PPh, presence of the buyer's SSB.

b. Material requirements (unwritten)

As for the transfer of land rights, the parties must be present before the PPAT, the husband/wife must be present before the PPAT, the deed must be signed at the PPAT office, and at least two witnesses.

Therefore, in accordance with the provisions of Article 39 of Decree Number 24 of 1997, if the terms of the transfer of rights are not fulfilled by the parties, the PPAT must refuse to issue the PPAT deed and therefore the PPAT becomes cancelled. . Compilation of the Deed of Rights The officer must carry out the deed of ownership in accordance with the applicable provisions. Meanwhile, based on the testimony of the witness SH Mochamad Sofi Ariotedjo as the Notary/PPAT, the selling price of the land and building is IDR this was later explained in the Deed of Sale and Purchase

¹⁵Subekti. (2010). *Hukum Pembuktian, Cetakan ke-18*, Jakarta: PT. Pradnya Paramita, p.11.

No. 56/Ceper/2007 dated 4 April 2007.

The sale and purchase agreement signed by the parties agreeing to transfer land rights and the witness, in this case, the PPAT, is also brought to Klaten Land to be registered as a new land title deed. A certificate is then issued in the name of the plaintiff based on the evidence presented by the plaintiff. This is in accordance with the rule of law regarding the burden of proof that the party submitting the proposal must be able to prove its claim so that the other party can cancel it (Supreme Court Case No. 985K/Sip/1971).

Based on the above matters, it is proven that there has been a sale of land and buildings based on the provisions of Article 32 Paragraph 1 of the Rules of Procedure with Defendants I and Defendants II as sellers and plaintiffs as buyers, and are considered important. Evidence of factual and legal data contained therein provided that the factual and legal data are in accordance with the data contained in the measurement certificate and the register of the land concerned. So that the judge can state that the sale and purchase of land and buildings listed in the deed of sale and purchase No. 56/Ceper/2007 dated 4 April 2007 is valid and binding, the bona fide buyer states that the plaintiff is the legal owner of the land and building.

Unlawful acts have been regulated in article 1365 of the Civil Code, the elements of which are as follows:

1. The actions of the Defendant were contrary to law
2. There is a loss incurred by the Plaintiff
3. There was an error or negligence on the part of the Defendant
4. There is a causal or causal relationship between the Plaintiff's relationship with the mistakes or actions that have been committed by the Defendant

The criteria for unlawful acts as commonly contained in HIR jurisprudence since 1919 have become the doctrine of legal science in Indonesia and become the permanent jurisprudence of the Supreme Court of the Republic of Indonesia, so that the notion of unlawful acts is broadly defined and consists of 4 categories of acts, namely:

1. Contrary to the legal obligations of the perpetrator
2. Violating the subjective rights of others
3. Violating the rules of morality
4. Contrary to the principles of decency, thoroughness and caution

Based on previous evidence that the Defendants had violated their legal obligations, namely as the seller did not hand over the object of this sale and purchase to the

Plaintiff and caused harm to other people, in accordance with the elements of Unlawful Acts, so that the Judge adjudged that the Defendants had committed an Unlawful Act. Regarding the Plaintiff's request to the Defendants to vacate and hand over control of land and buildings on behalf of the Plaintiff to the Plaintiff, it is reasonable and deserves to be granted by the Judge. Meanwhile, regarding the petitum regarding compensation for both material and immaterial losses as requested by the Plaintiff, because in this case the Plaintiff was unable to show clearly and with certainty regarding the loss the Panel of Judges was of the opinion that it was not sufficiently grounded so it had to be rejected. Likewise regarding the existence of forced money so that this decision can be carried out first, according to the Panel of Judges it is not sufficiently reasoned to be granted so it must also be rejected.

In the Counterclaim, because in reality the Plaintiff has been able to prove that there has been a sale and purchase between the Defendants as the seller, and the Plaintiff as the buyer, that is, for a plot of land and buildings with that said, the entire petition of the Defendants' lawsuit in the Counterclaim has no legal grounds, so it must be rejected for entirely by the Judge.

Based on the judge's decision above, the author agrees with the panel of judges to accept the plaintiff's arguments for part of the lawsuit filed by the plaintiff, and that during the trial the plaintiff submitted evidence of guilt, therefore it is appropriate for the panel of judges to grant the plaintiff's arguments for lawsuit filed by the plaintiff.

Because the subject of the dispute is the legal property of the plaintiff, the actions of the defendant in this case are contrary to the legal obligations alleged by the plaintiff. Because the object of the dispute belongs to the plaintiff, it not only violates the subjective rights of others, but also violates ethical rules and violates the principles of decency, thoroughness and prudence. The authors note that in some of these cases, where the first contact was invalid because it was not consensual, the judge ruled that, if consensual, the case was contractually binding, including the misconduct case. However, the evidence and witnesses presented by the defendants contradicted the evidence and witnesses presented by the plaintiffs, and the witnesses presented by the plaintiffs provided information that supported the objections of the defendants, therefore the judge rejected part of the lawsuit.

4. Conclusion

Based on the above analysis, the judge's consideration to grant part of the lawsuit filed by the Plaintiff because the witness evidence presented by the Plaintiff can prove that the Plaintiff is legally the owner of the object of the dispute. This can be

proven by the Plaintiff by providing evidence in the form of a copy of the Deed of Sale and Purchase No. 56/ceper/2007 dated April 4, 2007, Photocopy of Property Rights certificate No. 01921 Ngawonggo on behalf of the Plaintiff, Photocopy of the 2013 PBB SPPT on behalf of the Plaintiff, Photocopy of the 2013 PBB Receipt of Deposit, Photocopy of the 2015 PBB STTS Deposit Receipt on behalf of the Plaintiff, Copy of IMB on behalf of the Plaintiff and Photocopy of letter of approval and power of attorney dated March 23, 2007 from Defendant II to Defendant I. After the judge considered the main points of the plaintiff's accusations, it turned out that the defendant had committed an unlawful act. The defendant's actions violated the legal obligations demanded by the plaintiff. Because the object of dispute actually belongs to the plaintiff, it not only violates the subjective rights of others, but also violates ethical rules and violates the principles of decency, thoroughness and prudence. And since at trial, the plaintiff presented evidence of alleged wrongdoing, it was only natural for the jury to grant part of the plaintiff's claim.

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