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Legal Certainty of Land Certificates has been Issued Legally & Obtained In Good Faith (Review Decision Study Number 718 PK/PDT/2018)

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Abstract. *Land rights have described a person's rights to ownership, must be registered in the land registry. This study uses a normative research method with qualitative analysis to obtain research results and discussions regarding the principle of good faith land ownership by a party for at least 20 (twenty) years and no other party has filed an objection or sued for 5 (five) years after the registration of the land in control with the Head of the local Land Office, until a certificate is legally issued as proof of ownership based on Article 32 paragraph (2) of the PP Land Registration in conjunction with Article 64 paragraph (1) PP No. 18/2021. To obtain legal certainty of ownership of land rights as has been canceled through a district court decision, the buyer filed a judicial review with an application using the legal basis of 32 paragraph (2) of the PP Land Registration and submitting new evidence (novum).*

Keywords*: Certainty; Certificate; Faith; Legal.*

1. Introduction

Land ownership rights that have been registered and obtained a certificate have received a guarantee of legal certainty of their land rights. Legal certainty includes certainty of rights, certainty of objects, and certainty of subjects as well as the administrative process of issuing certificates. A land certificate is a letter of proof of land rights, an acknowledgment and confirmation from the state of land ownership individually or jointly or a legal entity whose name is written in it and at the same time explains the location, image, size, and boundaries of the land area. Land certificates issued by the National Land Agency (BPN) are valid proof of ownership in any land dispute or any problem concerning land ownership. To ensure legal certainty, registering land rights is an important thing to do. This is done in order to ensure legal certainty for land rights holders and other parties interested in the land. The principle of registration guarantee is that the status of the right provides a guarantee of the accuracy of a list, and should even provide compensation to anyone who suffers a loss (Thompson, 2001).

Land rights have described a person's rights to ownership, must be registered in the land registry (Daliyo, et al., 2001). In the land rights registration system, the recording describes a detailed summary of the act of ownership of property and its changes, or other transactions that affect a property right (Daliyo, et al., 2001). Basically, all legal acts that affect a property are recorded in one document. If there is a sale and purchase of land, part of the land of the landowner being sold, land registration is carried out and then a land certificate is issued, which is a proof of ownership rights. Maria SW Sumardjono (2001), stated that the law requires certainty. The certificate holder has strong proof of rights. Indonesian Land Law requires certainty about who holds the ownership rights or other rights to a piece of land.

H. Ali Achmad Chomzah (2005), who argues that as a sign of legal guarantee given by the government for land, the government provides a certificate of proof of rights to a plot of land. This certificate of proof of rights is called a "Certificate" and serves as a strong means of proof, meaning that the information contained therein has legal force and must be accepted by the judge, as a true statement, as long as there is no other means of proof that proves otherwise.

Providing legal certainty regarding land rights for all people is one of the main objectives of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) which is non-negotiable, so that the law instructs the government to conduct land registration throughout Indonesia which is of a rechtskadaster nature, meaning that it aims to guarantee legal certainty and certainty of rights (Lubis & Lubis, 2013). Land registration not only functions to protect the owner, but also functions to find out the status of a plot of land, who the owner is, what rights they have, how big it is, what it is used for and so on (Parlindungan, 1994). Land registration will be carried out at the National Land Agency (BPN) office and assisted by the Land Deed Making Officer (PPAT) in the Regency/City area.

Although it has been regulated in such a way regarding evidence of land rights, there are still problems that arise in the practice of agrarian law in Indonesia. One of them is regarding legal protection for land certificate holders. According to regulations based on Article 32 Paragraph (2) of PP 24/1997, after a land certificate has been issued for 5 (five) years, other people are prohibited from filing lawsuits against the land object in question. However, in practice, it is not uncommon for land objects that already have land certificates, even those that have been issued for decades, to then be sued by other parties.

Sudirman Saad (Santoso, 2010), that legal protection is given to people who control land in good faith, so that in this case it is necessary to prove first whether the parties being sued have acted in good faith or not so that the expiration date is not absolute. Urip Santoso (2010) also explained something similar, namely that legal protection for land certificates as stated in Article 32 paragraph (2) of PP 24/1997 applies when the following conditions are met:

1. The land certificate is legally issued in the name of a person or legal entity;
2. The land was acquired in good faith;
3. That the land is actually worked on (control);
4. That within 5 (five) years since the certificate was issued, no one has submitted a written objection to either the BPN or the Court;

As a legal fact based on the Judicial Review Decision Number 718 PK/PDT/2018, it is known that the late Ktyeng Bin Rowah, owned a plot of land located in Tegal Alur Village, Kalideres District, West Jakarta, based on his Ownership Rights Girik C. No. 124 plot 79 S. IV with an area of 28,000m2. In 1983, Aim. Abdul Latif Bin Kiyeng transferred part of the land belonging to the heirs of Aim. Kiyeng Bin Rowah with an area of 7,485 m2 to Defendant I which was carried out in stages, namely: The first sale was made in April 1983, namely based on Deed of Sale and Purchase No.: 575/12/JB/1983, dated April 29, 1983, made before HE Kusnadi BA as PPAT Kec. Cengkareng (Co-Defendant I), covering an area of 3,871 m2. The second sale was made in May 1983, namely based on Deed of Sale and Purchase No.: 711/12/JB/1983, dated May 18, 1983, made before HE Kusnadi BA as PPAT Kec. Cengkareng (Co-Defendant I), covering an area of 3,614 m2.

Buying and selling carried out by Aim. Abdul Latif Bin Kiyeng to Defendant I based on a Power of Attorney Deed under seal dated 10 March 1983 with No. 143/1.711.01/1983, which was made based on the Determination of the West Jakarta Religious Court No.7/68/C/1973, dated 31 July 1982, in which the Heirs had given Power of Attorney to Aim. Abdul Latif Bin Kiyeng to sell Aim's land. Kiyeng Bin Rowah. Furthermore, based on Sale and Purchase Deed No. 575/12/JB/1983, dated 29 April 1983, which was made in the presence of HE Kusnadi BA as PPAT Kec. Cengkareng (Co-Defendant I), and Deed of Sale and Purchase No. : 711/12/JB/1983, dated May 18, 1983, made before HE Kusnadi BA as PPAT Kec. Cengkareng (Co-Defendant I), Aim. Abdul Latif Bin Kiyeng in both Sale and Purchase Deeds in his statement has obtained approval from 24 (twenty four) Heirs based on the Decision of the West Jakarta Religious Court No. 7/68/C/l973, dated July 31, 1982. Based on the background description above, the problems discussed in this research are regarding andlegal action for transfer of land rights through sale and purchase which was cancelled by the District Court Decision.

2. Research Methods

This study uses a normative method (literature) by collecting secondary data in the form of laws and regulations, court decisions, books, journals, articles and the Great Dictionary of the Indonesian Language regarding the transfer of land rights through sale and purchase. The collection and processing of legal materials in normative legal research uses the literature study method, both in the form of print and electronic media. It begins with studying and reviewing legal materials related to the main problem, using theoretical thinking, then arranged systematically. Analysis of the legal materials that have been collected is carried out by means of interpretation or grammatical interpretation and systematic interpretation. Grammatical interpretation, often equated with language interpretation, is an interpretation that provides understanding of laws and regulations based on their meaning in everyday language use (Khalid, 2014). Systematic interpretation is interpreting laws and regulations by connecting them with other laws, especially in the field of agrarian law, because the formation of a law is essentially part of the entire applicable legal system and it is impossible for a law to stand alone without being bound by other regulations (Juanda, 2016).

3. Results and Discussion

3.1. The Land Tenure in Good Faith

The principle of good faith means that a person who obtains a right in good faith will remain the legal right holder according to the law. Indonesian positive law does not provide a firm and clear definition of good faith. There are several opinions about the concept of good faith. Good faith in English is called good faith or the principle of good

faith, which is a doctrine originating from Roman law based on social ethics to prioritize obedience and faith. Black's Law Dictionary explains good faith, as quoted by Mohammad Amar Abdillah (2019) in his writing, as being defined as: "A state of mind consisting in (1) honesty in belief or purpose, (2) faithfulness to one's duty or obligation, (3) observance of reasonable commercial standards of fair dealing in a given trade or business, or (4) absence of intent to defraud or to seek unconscionable advantage."

Nieuwenhuis (1985) in his writings explains good faith as an action that is appropriate and proper. The limitations of the principle of good faith based on several opinions above are propriety and justice. A party with good faith is a party who acts honestly and does not harm the interests of other parties (Ganindra, 2016). The principle of good faith is often associated with contract law and is considered one of the fundamental principles. The regulation of good faith in agreements is contained in Article 1338 paragraph (3) of the Civil Code which states that agreements must be carried out in good faith. Wirjono Prodjodikoro (1992) in his writing divides good faith into 2 (two) types, namely:

1. Good faith in the objective dynamic sense as regulated in the provisions of Article 1338 Paragraph (3) of the Civil Code. In this case, the good faith referred to lies in the legal relationship regulated by the agreement between the parties. The core principle of good faith in this sense lies in the actions taken by the parties bound by the agreement;
2. Good faith in the subjective sense is static, as regulated in the provisions of Articles 1963 and 1977 of the Civil Code. In this case, good faith will come into effect at the same time as the legal relationship comes into effect. The core principle of good faith in this sense lies in a person's good will or honesty, and the assumption that the terms of the agreement have been fulfilled.

Basically, good faith acts as legal protection for the parties to avoid actions that are contrary to norms and morals. In the *rechtsverwerking* institution, it can provide legal protection for parties who have certificates regarding the relevant land plots that they obtained in good faith, control and use their land openly for a long time without anyone questioning the validity of their control (Sihombing, 2008).

Further regulations regarding the expiration of time in terms of land control in *rechtsverwerking* institutions are contained in Article 32 paragraph (2) of the PP on Land Registration, there is no article that specifically regulates it, however if you look at article 24payat (2) of the PP on Land Registration it regulates that:

1. In the event that the means of proof as referred to in paragraph (1) are not or are no longer available in full, proof of rights may be carried out based on the fact of physical control of the land area in question for 20 (twenty) years or more consecutively by the applicant for registration and his predecessors, with the following conditions:
    a. The control is carried out in good faith and openly by the person concerned as the person entitled to the land, and is supported by the testimony of a trustworthy person;
    b. Such control, both before and during the announcement as referred to in Article 26, is not disputed by the customary law community or the village/sub-district concerned or any other party.

The provisions in the PP on Land Registration and PMNA/Ka BPN No. 3 of 1997 state that real and continuous land ownership for at least 20 years by another party carried out in good faith, not disputed, recognized by the local indigenous community, and

proven by the testimony of a trusted person, can be the basis for issuing a land title certificate. This process must also be accompanied by research into the truth of land ownership and providing an opportunity for other parties to file objections through an announcement. The principle of good faith, although not explicitly explained in the UUPA or the PP on Land Registration, is implied in Article 24 paragraph (2) and Article 32 paragraph (2), which emphasizes the importance of honesty, propriety, and justice in obtaining and controlling land, and protecting parties in good faith from claims after five years of the certificate being issued (Ganindra, 2016).

Although the concept of good faith is often found in national land law, there is no regulation that explicitly defines good faith. Referring to the previous explanation regarding Good Faith, the idea of good faith is based on honest actions and does not harm the interests of other parties. Meanwhile, the application of the principle of good faith is guided by propriety and justice. If associated with land control, then what is meant by a party with good intentions is a party that controls land and/or buildings honestly and does not harm the interests of other parties by paying attention to the values of propriety and justice. Proof of the principle of good intentions can also be found in Article 12 Paragraph (2) of the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 28 of 2016 concerning the Acceleration of the National Agrarian Program Through Systematic Land Registration, that:

"Good faith as referred to in paragraph (1) is proven by the following: there are no objections from other parties regarding the land owned or not in a state of dispute and is not included or is not a Government asset or Regional asset and is not included in a particular area."

The principle of good faith in land ownership can be proven through physical control for at least 20 years continuously, registration of land rights until the issuance of the certificate, and the absence of lawsuits from other parties within 5 years after the certificate is issued. In addition, such control must not harm other parties, must be carried out honestly, in accordance with norms of propriety and justice, and pay attention to applicable moral values. Proof of good faith can also be in the form of proof of payment of land tax, a certificate from the sub-district/village, and testimony from a trusted person.

3.2 Legal Effort for Transfer of Land Rights through Sale & Purchase which was Cancelled by A District Court Decision

With the increasing need for land and the increasing number of people but not balanced with the availability of limited land, there is a tendency for an increase in violations of legal principles, including the principles that are violated are the principle of good faith causing competition to obtain land that tends to be increasingly difficult. The definition of good faith itself is contained in the Civil Code (abbreviated as KUHPer) Article 1338 "Every agreement is valid as a law for the parties who make it and the agreement must be based on good faith."

In relation to land that is in dispute, there is a prohibition on transferring rights to the status quo, Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency No. 13 of 2017 concerning Blocking and Confiscation Procedures (abbreviated as Permen Agraria 13/2017) contains the definition of status

quo as a freezing/blocking of a plot of land that has been burdened with temporary land rights against everything that includes legal events on the land because there is a dispute over rights to a plot of land that has been blocked. With the existence of problems regarding disputes over the transfer of land rights that are still being processed in civil court proceedings, there should be a positive law that serves as a legal umbrella related to land problems in Indonesia. However, in reality, the UUPA has not been able to guarantee the resolution of land problems because seen from the era of globalization with the development of current technology, new problems related to land have also emerged.

Legal facts based on the Judicial Review Decision Number 718 PK/PDT/2018, it is known that the late Ktyeng Bin Rowah, owned a plot of land located in Tegal Alur Village, Kalideres District, West Jakarta, based on his Ownership Rights Girik C. No. 124 plot 79 S. IV with an area of 28,000m2. In 1983, Aim. Abdul Latif Bin Kiyeng transferred part of the land belonging to the heirs of Aim. Kiyeng Bin Rowah with an area of 7,485 m2 to Defendant I which was carried out in stages, namely:

The first sale was made in April 1983, namely based on Deed of Sale and Purchase No.: 575/12/JB/1983, dated April 29, 1983, made before HE Kusnadi BA as PPAT Kec. Cengkareng (Co-Defendant I), covering an area of 3,871 m2. The second sale was made in May 1983, namely based on Deed of Sale and Purchase No.: 711/12/JB/1983, dated May 18, 1983, made before HE Kusnadi BA as PPAT Kec. Cengkareng (Co-Defendant I), covering an area of 3,614 m2.

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It is known that there were problems in the buying and selling process according to the Plaintiff, namely:

Some of the Heirs whose names were included and provided signatures and thumbprints had died before the two a quo Deeds were drawn up and signed. It is known that the heir in the name of Napsiah Bind Kiyeng died in 1975 and Nurhaya Bind Kiyeng died on March 17 1977 and was buried in the family cemetery, but in fact in the Power of Attorney Deed sealed on March 10 1983 No. 143/1.711.01/1983 which was used as the basis for making the Deed of Sale and Purchase No. 575/12/JB/1983, dated 29 April 1983 and Sale and Purchase Deed No. 711/12/JB/1983, dated 18 May 1983, and the Heirs' Agreement contained in the two a quo deeds, his name is still listed and there is a Thumbprint. so it is very clear that Napsiah Bind Kiyeng's thumbprint is not a real thumbprint or has been faked.

Regarding the Heir whose name is Dulah Bin Nausin, from childhood until now he cannot see, cannot read and cannot write (illiterate), but in fact in the Deed of Power of Attorney sealed on March 10 1983 No. 143/1.711.01/1983 which was used as the basis for making the Deed of Sale and Purchase No. 575/12/JB/1983, dated 29 April 1983 and Sale and Purchase Deed No. 711/12/JB/1983, dated 18 May 1983, and the Heirs' Agreement contained in the two a quo deeds, the person concerned has provided his signature and not a thumbprint, so it is reasonable to suspect that the signature in question has been forged.

On behalf of Masurob Bin Nasuroh since childhood until now he cannot read and write (illiterate), but in fact in the Deed of Power of Attorney on the seal dated March 10, 1983 No. 143/1.711.01/1983 which is used as the basis for making and signing AJB No. 575/12/JB/1983, dated April 29, 1983 and Deed of Sale and Purchase No. 711/12/JB/1983, dated May 18, 1983, recorded the signature of Masuroh Bin Nasuroh, until now Masuroh Bin Nasuroh has never felt selling and or ordering to sell and giving approval to sell or giving power of attorney to other people or to Aim. Abdul Latif Bin Kiyeng_to sell part of the land located in Tegal Alur Village, Kalideres District, West Jakarta based on Girik C No. 124 parcel 79 S.IV, so it is very clear that Masuroh Bin Nasuroh's signature is not a real signature and/or the signature has been forged.

It is known that the nine Heirs whose names are listed in the Power of Attorney above the seal and in the signing of the sales agreement contained in the Two Deeds of Sale and Purchase, namely Deed of Sale and Purchase No. 575/12/JB/1983, dated April 29, 1983 and Deed of Sale and Purchase No. 711/12/JB/1983, dated May 18, 1983, it turns out that their thumbprints are the same and belong to one person. 18. That for both deeds of sale and purchase, namely Deed of Sale and Purchase No. 575/12/JB/1983, dated April 29, 1983 and Deed of Sale and Purchase No. 711/12/JB/1983, dated May 18, 1983, have been registered by Defendant I to be issued a Certificate of Proof of Ownership to Co-Defendant II. Supreme Court of the Republic of Indonesia.

In this case, the Panel of Judges at the District Court considered that: The parents of Defendant II to Defendant VI, as heirs of the late Abdul Latif bin Kijeng, have transferred the inherited land belonging to their parents, the late Kijeng bin Rowah, to Defendant I without the knowledge of all the heirs from the two marriages of the deceased. The transfer was carried out in stages through a 1983 Power of Attorney Deed which was proven to be legally flawed because several heirs had died or could not read and write but their signatures or thumbprints were included. Nine heirs also stated that they had never sold, signed, or given power of attorney over the land. The results of police identification showed that there was a mismatch between the fingerprints in the deed of sale and purchase. Based on this, the Panel of Judges considered that the actions of Abdul Latif and Defendant I were unlawful according to Article 1365 of the Civil Code because they used incorrect data and violated the rights and propriety of other people's property.

Regarding the legal considerations above, the Panel of Judges of the District Court decided and stated:

1. Granting the Plaintiff's claim in part;
2. Declaring the heirs of the late Kijeng Bin Rowah are:
    a. First marriage with the late Kamisah Binti Solihun (Aisyah Binti Saaman), from his marriage he had 7 (seven) children, namely:
        1) The late Mrs. Nurhaya, daughter of Kijen

2) The late Moh Djahid Bin Kijeng
3) The late H. Abdul Karim Bin Kijeng
4) The late H. Abdimanaf Bin Kijeng
5) The late H. Jahya Bin Kijeng
6) Alm. H. Abdul Mutholib Bin Kijeng
7) The late Napsiah, daughter of Kijeng

b. Second marriage with the late Saenah Binti Rilin, from this marriage he was blessed with 4 (four) children, namely:
1) The late Abdullatif Bin Kijeng
2) The late Aminah, daughter of Kijeng
3) Hj Salmah Binti Kijeng
4) The late Rosyidin bin Kijeng

3. Declaring that Defendant I and the late Abdul Latif Bin Kijeng have committed unlawful acts;
4. Declaring that the unlawful acts committed by the late Abdul Latif Bin Kijeng are the responsibility of Defendant II, Defendant III, Defendant IV, Defendant V, and Defendant VI;
5. Declare that the Deed of Sale and Purchase No. 575/12/JB/1983, dated 29 April 1983, made before HE Kusnadi BA as PPAT of Cengkareng District and the Deed of Sale and Purchase No. 711/12/JB/1983, dated 18 May 1983, made before HE Kusnadi BA as PPAT of Cengkareng District have no legal force;
6. Declaring that the Heirs of the late Kijeng Bin Rowah are still the legal owners of a portion of the land located in Tegal Alur Village, Kalideres District, West Jakarta, based on their Ownership Rights Girik C. No. 124 plot 79 S. IV with an area of 7,485 m2
7. Ordering Defendant I to hand over to the Heirs of Kijeng Bin Rowah a portion of the land located in Tegal Alur Village, Kalideres District, West Jakarta, based on his Ownership Rights Girik C. No. 124 plot 79 S. IV with an area of 7,485 m2.
8. Punishing the Defendants to pay the losses suffered by the Plaintiff and the Heirs of the late Kijeng Bin Rowah, namely the loss of profit if the a quo land is rented to another party in the amount of IDR 100,000,000,- (one hundred million rupiah) per year calculated from 2006 until the decision has permanent legal force in the amount of IDR 1,000,000,000,- (one billion rupiah).
9. Ordering the Defendants and Co-Defendants to comply with this decision;

Based on the decision of the Panel of Judges at the District Court above, it is known that the buyer who currently controls the disputed object through a sale and purchase has been cancelled and has suffered a loss and cannot own and control the disputed object due to the consideration of an unlawful act in the transfer of land rights through a sale and purchase.

In general, every judge's decision has legal remedies available, namely efforts or tools to prevent or correct errors in a decision. Efforts against a judge's decision in a civil case consist of ordinary legal efforts and extraordinary legal efforts, one of which is the legal effort of Judicial Review (Chakim, 2015). The legal effort of Judicial Review is in principle an extraordinary legal effort against a court decision that has permanent legal force (*inkracht van gewisjde*). Based on Article 24 paragraph (1) of the Judicial Power Law, every decision that has permanent legal force can be submitted for a Judicial Review if in the decision there are certain matters or circumstances that are determined by law.

In the case in this study, the injured party, namely the buyer of the disputed object, has filed a petition for judicial review to the Supreme Court against the decision of the West Jakarta District Court Number 431/Pdt.G/2016/PN.Jkt.Brt., dated June 21, 2017 which has permanent legal force, pronounced with the presence of the Petitioner for Judicial Review on June 21, 2017 then against it by the Petitioner for Judicial Review through his attorney, based on the Special Power of Attorney dated January 8, 2018, a petition for judicial review was filed on February 5, 2018 as evident from the Deed of Statement of Judicial Review Request Number 431/Pdt.G/2016/PN.Jkt.Brt., made by the Clerk of the West Jakarta District Court, the petition was followed by a memorandum of judicial review containing the reasons received at the Clerk's Office of the District Court on February 5, 2017.

The consideration of the Panel of Judges for the Review, explained that the Applicant can be justified, because the Judex Facti (District Court) found a mistake by the judge and/or a clear error with the following considerations; That the objects of the dispute are each Certificate of Ownership Number 240/Tegal Alur dated August 23, 1989 covering an area of 3,665 m2 in conjunction with Deed of Sale and Purchase Number 711/12/JB/1983 dated May 18, 1983 which was changed on October 28, 1984 and land Certificate of Ownership Number 112/Tegal Alur dated March 19, 1984 covering an area of 3,945 m2 in conjunction with. Deed of Sale and Purchase Number 575/12/JB/1983 dated 29 April 1983, was legally purchased by Yanto Hartono, so that it refers to the provisions of Article 32 paragraph (2) of Government Regulation Number 24 of 1997, because the disputed land has been controlled by the Defendant in good faith, then after 5 (five) years there was no objection from the Defendant, so that the Defendant can no longer file a claim regarding the disputed object.

In order to provide legal certainty to land rights holders and property rights to apartment units, in the Explanation of Article 32 paragraph (1) of PP Number 24 of 1997, an official definition is given regarding "acting as a strong means of proof". It is explained that a certificate is a proof of rights that acts as the strongest means of proof regarding the physical data and legal data contained therein, as long as the physical data and legal data are in accordance with the data in the measurement letter and the land book of the relevant rights. According to the negative system adopted by the land registration system in Indonesia, everything stated in the land certificate is considered true until it can be proven that the opposite (incorrect) can be proven in a court hearing (Paidawati & Suharta, 2016). Although the certificate is a strong evidence, its validity can still be challenged by other parties supported by strong evidence that can prove otherwise. In connection with this, it can be understood that the Certificate does not have perfect evidentiary power, because it is still possible to be declared null and void or declared to have no legal force through a court decision. Interested parties can file a lawsuit with the court to ask the court to decide that a certain land title Certificate has no legal force (Ismail, 2011).

The application of Article 32 paragraph (2) of PP Number 24 of 1997 depends on the judge's consideration whether this article will bring justice if applied in a problem/dispute regarding land. Because the core problem in the application of this article is if the Plaintiff is truly the owner of the actual land rights and the Defendant truly obtained the rights to his land in good faith. So whether or not Article 32 paragraph (2) of PP 24 of 1997 is applied to the settlement of land disputes is in the authority of the judge who is trying the case. The judge is the one who weighs the weight of the interests of the disputing parties. "Thus, the Court will decide which evidence is correct and if it turns out that the

data from the Land Registry is incorrect, changes and corrections will be made to the Court's decision.

With the existence of land ownership rights and accompanied by evidence of land rights certificates, legal certainty should be guaranteed before the law and legislation. The existence of Article 32 paragraph (2) of PP Number 24 of 1997 can be applied with the idea that if the Certificate is owned for a period of less than five years, then the certificate is strong evidence in accordance with Article 19 of the UUPA (land registration with a negative system) but if the land certificate has been owned for a period of more than five years, obtained in good faith, the land is actually controlled and no one has filed objections or lawsuits in accordance with Article 32 paragraph (2) of PP Number 24 of 1997, then the certificate can be perfect evidence (land registration with a positive system).

Based on the considerations of the Panel of Judges for the Review of the Case with the legal basis of Article 32 paragraph (2) of PP Number 24 of 1997, it decides and states that:

1. Granting the application for judicial review from the Applicant for Judicial Review YANTO HARTONO;
2. Canceling the decision of the West Jakarta District Court Number 431/Pdt.G/ 2016/PN.Jkt.Brt., dated 21 June 2017;
   JUDGE VERDICT:
1. Reject the Plaintiff's lawsuit in its entirety;
2. Ordering the Respondents for the Judicial Review to pay court costs at all levels of the trial, which at the judicial review level amount to IDR 2,500,000.00 (two million five hundred thousand rupiah);

4. Conclusion

The conclusion in this study explains that the principle of good faith can be concluded that with land control by a party for at least 20 (twenty) years and no other party submits an objection or sues for 5 (five) years after the land being controlled is registered with the Head of the local Land Office, until a certificate is legally issued as proof of ownership based on Article 32 paragraph (2) of the PP on Land Registration in conjunction with Article 64 paragraph (1) of PP No. 18/2021. To obtain legal certainty of ownership of land rights as has been canceled through a district court decision, the buyer files a legal remedy for judicial review with an application using the legal basis of 32 paragraph (2) of the PP on Land Registration and submitting new evidence (novum).

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