

Legal Implications of Transfer of Land Rights Through a Deed of Sale and Purchase Based on a Letter of Inheritance Which is Not Known to All The Heirs

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Abstract. *The transfer of land rights is an important aspect of agrarian law that requires legal certainty for the parties involved. However, in practice, it is common to find deeds of sale and purchase made based on inheritance letters that are not known to all heirs, thus giving rise to legal issues related to the validity and legal consequences of the transfer of rights. This study aims to analyze the legal implications of the transfer of land rights through deeds of sale and purchase based on inheritance letters that do not involve all heirs. The research method used is a normative juridical approach with literature studies as the main data source. The results of the study indicate that deeds of sale and purchase made based on inheritance letters without the consent of all heirs can result in the deed being null and void and give rise to land rights disputes in the future. In addition, this kind of transfer of rights has the potential to harm other heirs and the buyer who has already made the transaction. Therefore, compliance with the principle of deliberation and mutual agreement of all heirs is necessary in the preparation of inheritance letters and transfer of rights to create legal certainty and protection for all interested parties. These legal implications emphasize the importance of protecting inheritance rights in land sale and purchase transactions to prevent legal conflicts in the future.*

Keywords: *Inheritance; Legal; Purchase; Transfer; Validity.*

1. Introduction

The transfer of land rights is a crucial aspect of agrarian law and land ownership in Indonesia. Land rights that are the subject of a sale and purchase must be executed in accordance with applicable legal provisions to avoid future problems. One common mechanism for transferring rights is through a deed of sale accompanied by supporting documents, such as a will if the land is

inherited. However, in practice, problems arise when the will that serves as the basis for the deed of sale and purchase is unknown to or not approved by all heirs. This situation creates complex legal implications regarding the validity of the transfer of rights and the protection of the rights of uninvolved heirs.¹

According to Santoso (2018), an inheritance certificate is a crucial document used as proof of land ownership rights obtained from the testator. However, if the inheritance certificate is prepared without the involvement of all heirs, it can lead to disputes due to the potential rejection by other heirs who feel disadvantaged. This aligns with the opinion of Ramadhan and Hidayat (2020), who emphasized that the consent of all heirs is an absolute requirement for creating a valid inheritance certificate and can serve as the basis for transferring land rights.

The phenomenon of transferring land rights through a sale and purchase deed based on an inheritance certificate unknown to all heirs is not uncommon, particularly in rural areas where traditional inheritance procedures are still widely used without adequate legal assistance (Fauzi, 2021). This practice risks rendering the sale and purchase deed null and void if it is later proven that the inheritance certificate does not represent all heirs. Consequently, land ownership rights become unclear and lead to prolonged conflict between heirs and with third parties purchasing the land.²

Furthermore, Indonesian agrarian law, as stipulated in Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), emphasizes the importance of the principles of legality and legal certainty in the transfer of land rights. Articles in the UUPA and its derivative regulations require that every land transfer transaction be conducted legally and fulfill formal requirements, such as the preparation of a deed before an authorized official (Anwar, 2019). In this context, the inheritance certificate used as the basis for the sale and purchase deed must be legal and legally valid, and obtained through procedures that comply with applicable inheritance laws.

According to Rahmawati (2022), the legality of inheritance certificates unknown to all heirs is a serious issue and often leads to legal disputes in court. Many inheritance disputes result in the cancellation of the sale and purchase deed, rendering the transaction ineffective and detrimental to both the buyer and other heirs. Therefore, research into the legal implications of transferring land rights based on an inheritance certificate unknown to all heirs is crucial to

¹Agus Rahman, *Land Dispute Resolution Through Mediation and Arbitration* (Jakarta: Prenadamedia Group, 2021), p. 45.

²Ahmad Ramadhan & Budi Hidayat, "Rights and Obligations of Heirs in Land Sale and Purchase Transactions," *Journal of Business Law*, Vol. 7, No. 1, 2020, p. 55.

providing a deeper understanding of the legal consequences and possible solutions.³

In terms of legal protection, heirs who do not know or do not agree with the inheritance letter have the right to file a lawsuit to annul the sale and purchase deed based on the inheritance letter (Setiawan, 2017). This shows that the process of transferring rights without involving all heirs not only has the potential to harm the legitimate heirs, but also creates legal uncertainty for buyers who are legitimate in appearance but legally experience obstacles because the sale and purchase deed made is not supported by a legitimate inheritance letter.⁴

Previous studies by Mulyani (2020) and Nugroho (2019) also highlighted the importance of deliberation and consensus in processing inheritance certificates and transferring land rights. They concluded that transferring land rights without deliberation and the consent of all heirs has the potential to give rise to horizontal and vertical conflicts that are difficult to resolve peacefully. Therefore, the legal and administrative processes for obtaining inheritance certificates must be carried out through transparent and participatory procedures.⁵

In this context, this study aims to analyze the legal implications of the transfer of land rights through a deed of sale and purchase drawn up based on an inheritance document unknown to all heirs. This research is important because it can provide an overview of the legal consequences, both in terms of the validity of the deed of sale and the protection of the rights of heirs and purchasers. Furthermore, the research findings are expected to serve as a reference for policymakers, law enforcement officials, and the public in managing and resolving inheritance issues and land transfers legally and fairly.

This research is expected to yield constructive recommendations for preventing inheritance disputes and unauthorized transfers of land rights, as well as strengthening legal certainty in land sales and purchase transactions in Indonesia. Legal clarity in this regard is crucial for maintaining public order, protecting the rights of all parties, and supporting sustainable national development.⁶

³Eko Prasetyo, "Deliberation in Land Inheritance Dispute Settlement: A Case Study in Central Java," *Journal of Social and Legal Affairs*, Vol. 8, No. 2, 2019, p. 125.

⁴Bambang Santosa, "Legal Implications of Land Sale and Purchase Deeds in Inheritance Disputes," *Journal of Agrarian and Property Law*, Vol. 10, No. 3, 2019, p. 205.

⁵Titin Rahmawati, *The Role of the Supreme Court in Handling Inheritance and Land Disputes* (Bandung: Pustaka Hukum Indonesia, 2022), p. 110.

⁶Dwi Handayani, "Legal Protection Strategies for Land Buyers in Cases of Problematic Inheritance Certificates," *National Law Journal*, Vol. 17, No. 2, 2021, p. 150.

2. Research Methods

The research method used in this study is a normative juridical method with a qualitative approach. This approach was chosen because the focus of the research is to analyze legal norms, regulations, and legal doctrines related to the transfer of land rights based on deeds of sale and inheritance that are unknown to all heirs.

The primary data used is secondary data obtained through library research. Data sources include laws and regulations such as Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), the Civil Code (KUHPerdata), and other related legal documents such as government regulations and relevant court decisions. Furthermore, this study also reviewed literature in the form of books, scientific journals, articles, and the opinions of experts in agrarian law and inheritance law.⁷

The data collection process involved identifying and reviewing relevant legal materials and conducting a comparative analysis of applicable regulations and their practical application in land transfer through deeds of sale based on inheritance certificates. The analysis was conducted critically to identify the legal consequences and problems that arise if the inheritance certificate is not known to all heirs.

The data analysis technique used was descriptive qualitative analysis, which explains and describes the legal facts and legal norms found, then interprets them in depth to provide an overview of the legal implications of the phenomenon. The results of the analysis are then summarized to provide useful recommendations for the development of agrarian law and the practice of land transfer in Indonesia.

This research does not involve primary data in the form of interviews or surveys because its main focus is on the study of legal literature and applicable legal doctrine.⁸

3. Results and Discussion

3.1. Analysis of the Legal Validity of Deeds of Sale and Purchase Made Based on Inheritance Letters Without the Consent of All Heirs and Their Impact on the Transfer of Land Rights

In Indonesian land law, a deed of sale and purchase is a crucial instrument that serves as the basis for the legal transfer of land rights. However, the validity of

⁷Dewi Lestari, "Procedures for Making a Legal Inheritance Certificate According to Indonesian Law," *Journal of Law and Society*, Vol. 13, No. 1, 2018, p. 90.

⁸Joko Santoso, "Legal Analysis of Land Sale and Purchase Deeds Based on Invalid Inheritance Letters," *Scientific Journal of Law*, Vol. 12, No. 4, 2018, p. 285.

the deed of sale and purchase depends heavily on the basis of ownership, one of which is a will. A will, as a document declaring inheritance rights to a land object, must meet the legal requirements and adhere to the correct procedures to avoid legal issues. One issue that frequently arises is when a will is prepared and used as the basis for a deed of sale and purchase without the consent or knowledge of all heirs.

According to Anwar (2019), the validity of an inheritance certificate is crucial for determining the validity of the transfer of land rights through a deed of sale. An inheritance certificate drawn up without the involvement of all heirs can lead to inconsistencies between the document and the legal reality of land ownership. This can be a major source of land disputes, as other heirs may feel their rights have been ignored or violated. This situation is exacerbated if the deed of sale has been issued and the buyer enters into the transaction in good faith, only to face lawsuits from other heirs.

Furthermore, Rahmawati (2022) emphasized that in Indonesian inheritance law, particularly as regulated in the Civil Code (KUHPerdota) and its derivative regulations, the transfer of inheritance rights to land must be based on the mutual agreement and consent of the heirs. This is in accordance with the principle of deliberation and consensus, which is the foundation of inheritance law in Indonesia. Therefore, a will drawn up unilaterally without the consent of all heirs has very weak legal force and is vulnerable to being overturned by the court.⁹

The implications of creating a deed of sale based on a will without the consent of all heirs are very serious. According to Santoso (2018), such a deed of sale has the potential to be legally void, as the basis for ownership is invalid. Consequently, the transfer of land rights becomes legally ineffective and creates uncertainty for the parties. This can also lead to horizontal conflicts between heirs and vertical conflicts between heirs and the land purchaser. Such conflicts are generally difficult to resolve and require considerable time and expense.

Fauzi (2021) added that, in terms of legal protection for buyers, even if the buyer enters into a transaction in good faith and refers to a formally valid deed of sale and purchase, if the deed is based on a will that does not involve all heirs, the buyer still risks losing their rights if the deed is annulled by a court decision. This demonstrates that legal protection for buyers is highly dependent on the legality and validity of the will as the basis for the transfer of rights.¹⁰

⁹Sari Wulandari, "The Role of Notaries in Land Sale and Purchase Transactions Based on Inheritance Certificates," *Jurnal Notariat Indonesia*, Vol. 11, No. 1, 2022, p. 50.

¹⁰Rizky Fauzi, "Legal Assistance for Notaries in the Land Transfer Process," *Jurnal Notariat*, Vol. 9, No. 2, 2021, p. 120.

In the context of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), legal certainty is a key principle that must be maintained in every transfer of land rights. Anwar (2019) emphasized that the creation of a deed of sale and purchase must meet formal and material requirements, including a clear and valid legal basis for ownership. Therefore, the use of a will that does not comply with legal requirements and without the consent of all heirs violates the principle of legal certainty mandated by the UUPA.

Furthermore, based on a Supreme Court ruling cited by Nugroho (2019), a deed of sale and purchase drawn up based on an inheritance certificate not known to all heirs may be deemed insufficiently evidentiary and potentially subject to revocation. This ruling emphasizes that the joint consent of the heirs is an absolute requirement for drawing up an inheritance certificate, which serves as the basis for the transfer of land rights.

From a procedural legal perspective, Setiawan (2017) explains that heirs who are unaware of or do not approve of the inheritance certificate have the right to file a lawsuit to annul the deed of sale with the court. This is a common legal route to resolve disputes arising from the ignorance or disagreement of other heirs. This process demonstrates that incomplete heir consent can lead to material losses and prolonged legal uncertainty.

Legal practice in the field shows that this problem often occurs in communities that still use customary or traditional inheritance methods without adequate legal assistance. Fauzi (2021) revealed that the community's lack of understanding of inheritance legal procedures and the transfer of land rights contributes to the frequent creation of inheritance certificates that do not involve all heirs. This situation then increases the risk of land disputes and uncertainty about ownership rights.

To prevent legal issues arising from inheritance documents not being shared with all heirs, Mulyani (2020) recommends that the creation of inheritance documents be carried out using clear, transparent procedures, involving all heirs through deliberation and consensus. Assistance by an authorized official or notary is also highly recommended to ensure the resulting inheritance document has legal force and can serve as the basis for a valid transfer of rights.

In conclusion, a deed of sale and purchase drawn up based on a will without the consent of all heirs has weak legal standing and is at risk of being void. This directly impacts the uncertainty of the transfer of land rights and creates the potential for legal disputes that are detrimental to various parties. Therefore, compliance with inheritance law procedures and the involvement of all heirs in

drafting the will are crucial steps to ensure the validity of the deed of sale and purchase and legal certainty in land transfer transactions in Indonesia.¹¹

3.2. Legal Implications for the Rights and Interests of Heirs Who Are Not Involved in Making Inheritance Letters as the Basis for a Deed of Sale and Purchase

Transferring land rights through a deed of sale based on a will is a common practice in Indonesian society. However, legal issues arise when such wills are drawn up without the full and legal involvement of all heirs. This situation has significant legal implications for the rights and interests of those heirs who were not involved in the drafting of the will, both materially and formally.

According to Ramadhan and Hidayat (2020), inheritance rights are legally inherent to each heir based on family relationships and applicable inheritance laws. Therefore, any transfer of land rights resulting from an inheritance must respect these rights. If an inheritance deed is drawn up without the consent or knowledge of all heirs, their legal rights can be ignored or even lost without proper procedures. This creates a conflict of interest that can lead to legal disputes.

Furthermore, Santoso (2018) stated that the failure to involve heirs in drafting an inheritance certificate has the potential to cause legal problems, such as the cancellation of the inheritance certificate and the deed of sale based on it. An invalid inheritance certificate cannot be used as a basis for a valid transfer of rights, so the uninvolved heirs retain rights to the land that has not been legally transferred. In practice, this creates uncertainty about the land ownership status and has the potential to harm both the heirs and the purchaser.¹²

Rahmawati (2022) added that legally, every heir has the right to know, approve, or reject the contents of the will that forms the basis for the transfer of rights. If the will is drafted unilaterally without involving other heirs, this can be considered a violation of the principle of deliberation and consensus applicable in Indonesian inheritance law. The legal implication is that the will can be deemed legally flawed and null and void, rendering all transfers of rights based on it invalid.

The real impact felt by uninvolved heirs can be the loss of their rights to the portion of the inheritance that should have belonged to them. Fauzi (2021) explains that this loss is not only material but also related to psychological and social aspects, such as family tension and internal conflict. Furthermore, when a

¹¹Ratna Dewi, *Legal Certainty in the Transfer of Rights to Inherited Land* (Yogyakarta: Institute for Legal Studies, 2017), p. 102.

¹²Siti Mulyani, *Deliberation and Mutual Agreement in the Settlement of Inheritance Disputes* (Yogyakarta: Institute for Legal Studies, 2020), p. 65.

dispute arises, uninvolved heirs must go through a lengthy and complicated legal process to restore their rights, which is often expensive and time-consuming.¹³

In terms of legal protection, Setiawan (2017) explains that aggrieved heirs can file a lawsuit to annul the inheritance certificate and deed of sale with the local district court. This process aims to annul the illegitimately created documents and restore land ownership to the rightful heirs. However, this process is often difficult because it requires legal proof that the heirs were unaware of or disagreed with the drafting of the inheritance certificate.

Mulyani (2020) emphasized the importance of preventing disputes by involving all heirs from the outset in the process of drafting an inheritance certificate. This participatory approach not only ensures legal certainty but also maintains harmonious family relationships. With mutual agreement, an inheritance certificate can become a legally valid document and serve as a strong basis for the transfer of land rights through a deed of sale.

In the context of legislation, Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) affirms the principle of legal certainty and protection of land rights. Nugroho (2019) states that every transfer of land rights must be based on a clear and valid legal basis, including a will that serves as the basis for a deed of sale. Violation of this principle can render the transfer document invalid and give rise to legal disputes.¹⁴

Furthermore, the Supreme Court of the Republic of Indonesia's ruling, as cited by Rahmawati (2022), emphasizes that the involvement of all heirs in drafting an inheritance certificate is an absolute requirement for its legal validity. This ruling serves as an important guideline for resolving inheritance disputes and land transfers in court.

In conclusion, the failure to involve all heirs in drafting the will, which forms the basis of the deed of sale, has serious legal implications for the rights and interests of those heirs. This can invalidate the will and the deed of sale, harm legitimate heirs, and create legal uncertainty and disputes that are detrimental to all parties. Therefore, it is crucial for the parties to ensure the involvement and consent of all heirs in drafting the will to ensure the validity of the document and the protection of inheritance rights in accordance with applicable Indonesian law.¹⁵

¹³Nina Kartika, "Inheritance Conflicts and Their Impact on Land Rights Transfer," *Journal of Law and Economics*, Vol. 9, No. 4, 2018, p. 310.

¹⁴Rizky Fauzi, "Legal Protection for Land Buyers in Problematic Inheritance-Based Transactions," *Journal of Agrarian Law*, Vol. 15, No. 2, 2021, p. 150.

¹⁵Dedi Nugroho, "Legal Certainty in the Transfer of Land Rights: A Review of the Basic Agrarian Law," *Journal of Law and Development*, Vol. 49, No. 3, 2019, p. 315.

1) The Role of the Principle of Deliberation and Mutual Agreement in Guaranteeing the Validity of Inheritance Certificates and Avoiding Disputes in the Transfer of Land Rights

Transferring land rights based on a will is a very common practice in Indonesia, particularly in the context of family inheritance. However, the validity of a will depends not only on the formality of the document but also on the process of drafting it. The principle of deliberation and mutual agreement between all heirs is a fundamental foundation for ensuring the legality of a will and avoiding disputes that could be detrimental to all parties. Therefore, understanding and applying the principle of deliberation and consensus is crucial in the context of inheritance law and the transfer of land rights.

According to Mulyani (2020), consensus is a principle historically and culturally embedded in Indonesian society. This principle emphasizes the importance of dialogue, openness, and mutual agreement in resolving issues related to property rights and inheritance. By involving all heirs in the decision-making process, the rights of each party can be respected and fairly protected. This also prevents internal conflicts, which are often caused by dissatisfaction among some heirs with unilateral decisions.

Furthermore, Rahmawati (2022) stated that the principle of deliberation and mutual agreement is crucial to emphasize that an inheritance certificate is not merely an administrative document but also reflects a legal agreement between the heirs. An inheritance certificate drawn up through deliberation can serve as a strong basis for a deed of sale because it reflects the agreement of all interested parties. Thus, the validity of the inheritance certificate has stronger legal force and reduces the risk of future revocation.

In practice, the deliberation process must be conducted in good faith and transparently. Santoso (2018) emphasized that all heirs must be given an equal opportunity to express their opinions and objections to the contents of the will. A good deliberation also involves facilitation from authorized parties, such as land deed officials (PPAT) or notaries, who can ensure that the process complies with legal provisions and that there is no pressure or manipulation.

Fauzi (2021) added that implementing the principle of deliberation and consensus not only strengthens the legality of inheritance documents but also helps maintain harmonious family relationships. Internal tensions and conflicts often arise from unilateral decisions that disadvantage one party. With mutual agreement, it is hoped that relationships between heirs will be maintained and the risk of horizontal conflict can be minimized.

Furthermore, the application of this principle is also supported by legal provisions governing inheritance in Indonesia. The Civil Code (KUHPerdata) and Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) place

deliberation and mutual consent as the primary mechanisms for resolving inheritance and transferring land rights. Nugroho (2019) explains that without mutual consent, an inheritance certificate can be deemed legally flawed and potentially revoked by the court.

Indonesian Supreme Court decisions also support the importance of deliberation and mutual agreement. Rahmawati (2022) cites several decisions that emphasize that the involvement of all heirs in drafting an inheritance document is a prerequisite for its validity. These decisions provide a strong legal basis for rejecting inheritance documents drawn up without deliberation and agreement from all parties.

However, in practice, there are several challenges in implementing the principles of deliberation and mutual agreement. Santoso (2018) noted that differing interests, internal family disagreements, and a lack of understanding of legal procedures often present obstacles. Therefore, advocacy efforts and legal education are needed to help the public understand the importance of the deliberation process in drafting inheritance documents.¹⁶

Furthermore, Fauzi (2021) proposed that the government and relevant institutions strengthen their role in legal assistance and mediation facilitation in the inheritance certificate drafting process. This way, the deliberation process will not be merely a formality but will actually result in legally and socially binding agreements.

In conclusion, the principle of deliberation and mutual agreement plays a vital role in ensuring the validity of inheritance certificates and avoiding disputes in the transfer of land rights. Implementing this principle not only complies with applicable legal requirements but also maintains harmonious family relationships and provides legal certainty for all parties. Therefore, involving all heirs in the inheritance certificate preparation process should be a top priority in land law practice in Indonesia.¹⁷

2) The Phenomenon and Resolution of Legal Disputes Arising from the Transfer of Land Rights Through Sale and Purchase Deeds Based on Invalid Inheritance Letters

Transferring land rights through a deed of sale based on a will is a common practice in Indonesia, particularly in the context of inherited land ownership. However, legal issues often arise when the will used as the basis for the deed of sale is invalid due to not meeting legal requirements, one of which is the lack of

¹⁶Fahmi Anwar, *Inheritance Law and Transfer of Land Rights in Indonesia* (Jakarta: Rajawali Pers, 2019), p. 60.

¹⁷Indah Permatasari, *Legal Protection of Inheritance Rights in the Indonesian Land System* (Surabaya: Graha Ilmu, 2020), p. 77.

consent from all heirs. This phenomenon gives rise to various complex legal disputes and negatively impacts legal certainty and relationships between the parties involved.

According to Fauzi (2021), one common phenomenon is horizontal disputes between heirs who feel their rights have been ignored in the preparation of inheritance certificates. These disputes typically arise when some heirs learn of inheritance certificates and sales transactions that did not involve them, thus demanding the annulment of the deed and the return of land rights. This situation often causes tension within families and prolonged conflicts that are difficult to resolve amicably.

Furthermore, Santoso (2018) stated that in addition to disputes between heirs, there are also vertical disputes between heirs and third-party land purchasers. Buyers who have entered into transactions in good faith face the risk of losing their rights if the sale and purchase deed is canceled due to invalid inheritance documents. This creates legal uncertainty and the risk of economic loss for buyers, as well as burdening the judicial system with land dispute cases.

According to Nugroho (2019), the main causes of this dispute phenomenon are a lack of public understanding of proper inheritance legal procedures and minimal legal assistance in the process of preparing inheritance certificates and deeds of sale. Furthermore, unclear land rights and weak administrative oversight also increase the potential for disputes.

Regarding dispute resolution, Rahmawati (2022) revealed that litigation through the district court remains the primary route. This process typically involves a lawsuit to annul an inheritance certificate and an invalid sale and purchase deed, which culminates in a court decision determining the validity of the documents and land rights. However, this litigation process is time-consuming, costly, and often strains relations between the parties.

As an alternative, Setiawan (2017) suggests resolving disputes through alternative dispute resolution (ADR) mechanisms, such as mediation and arbitration, to expedite resolution and reduce social conflict. This approach is considered more effective in resolving disputes peacefully and maintaining family and social relationships within the community.

Fauzi (2021) also emphasized the importance of dispute prevention through legal education and assistance from land deed officials (PPAT) or notaries in the process of drafting inheritance letters and deeds of sale. By providing adequate public understanding and transparently involving all heirs, the risk of invalid documents can be minimized.

Furthermore, Mulyani (2020) proposed strengthening regulations and oversight of the process of preparing inheritance certificates and deeds of sale, including

regulations requiring the written involvement of all heirs. This aims to strengthen legal certainty and minimize the misuse of inheritance documents.

In the judicial context, the Supreme Court of the Republic of Indonesia's decisions, as cited by Rahmawati (2022), demonstrate a firmer trend toward rejecting inheritance letters and deeds of sale and purchase drawn up without the consent of all heirs. These decisions set important precedents that parties must heed when drafting land legal documents.

Overall, the phenomenon of legal disputes arising from the transfer of land rights through invalid deeds of sale and purchase based on inheritance certificates is a serious problem that requires joint attention from the government, law enforcement, and the public. Effective dispute resolution and prevention through education and strengthened regulations are key to maintaining legal certainty and social order.¹⁸

3) Legal Protection Strategy for Buyers and Legal Heirs in Facing the Transfer of Land Rights Based on Problematic Inheritance Letters

Legal protection for buyers and legal heirs is crucial in the context of land transfers based on problematic inheritance documents. Inheritance documents that do not comply with legal requirements, such as those drawn up without the consent of all heirs, can create legal uncertainty and the risk of disputes that are detrimental to all parties. Therefore, an effective legal strategy is needed to protect the rights of these parties and ensure legal certainty in land transactions.

According to Anwar (2019), one of the main legal protection strategies is ensuring the validity and legality of the documents that form the basis for the transfer of rights. Buyers are required to conduct due diligence, or check the completeness of the documents and the validity of the inheritance certificate before entering into a sale and purchase transaction. This includes ensuring that the inheritance certificate is drawn up based on the agreement of all heirs and has gone through the correct legal procedures. This way, buyers can reduce the risk of losing land rights later due to the cancellation of the sale and purchase deed.

Rahmawati (2022) added that heirs who feel aggrieved by a problematic inheritance document can file a lawsuit to annul the inheritance document and the deed of sale based on it with the court. This process aims to restore land ownership to the legitimate heirs. However, this litigation process requires strong evidence and adequate legal support to win the lawsuit.

To minimize conflict and expedite dispute resolution, Setiawan (2017) recommends the use of alternative dispute resolution (ADR) mechanisms such as

¹⁸Lilik Setiawan, *Alternative Land Dispute Resolution in Indonesia* (Jakarta: Kencana, 2017), p. 88.

mediation, arbitration, or conciliation. These mechanisms are considered more efficient and can maintain good relations between parties, particularly in the context of family and inheritance. ADR approaches can also reduce the burden on the judiciary and expedite final decisions.

Fauzi (2021) emphasized the importance of legal assistance from a land deed official (PPAT), a notary, or a legal consultant during the process of drafting inheritance documents and land sale and purchase transactions. This assistance ensures that all legal procedures are followed and all entitled heirs are transparently involved. This ensures that the resulting documents are legally binding and minimizes the risk of disputes.

Furthermore, Mulyani (2020) proposed strengthening regulations regarding the preparation of inheritance certificates and deeds of sale, for example by requiring written consent from all heirs, known and witnessed by authorized officials. This regulation is expected to provide stronger legal certainty and reduce the detrimental practice of unilaterally preparing inheritance certificates.¹⁹

Nugroho (2019) also emphasized the need for legal education for the public regarding rights and obligations in inheritance and land transfer processes. People who understand the law are less likely to fall into problematic land transfer practices. This education can be provided by the government, non-governmental organizations, or competent professional organizations.

In the judicial context, the Supreme Court of the Republic of Indonesia's ruling, cited by Rahmawati (2022), provides important guidelines for judges assessing the validity of inheritance certificates and deeds of sale and purchase, emphasizing the involvement of all heirs and the compliance with legal procedures. These guidelines help ensure that court decisions provide fair protection for both the purchaser and the legal heirs.

In conclusion, legal protection strategies for buyers and legal heirs facing land transfers based on problematic inheritance documents include thorough document review, the use of alternative dispute resolution mechanisms, professional legal assistance, regulatory strengthening, and public legal education. Implementing these strategies is expected to ensure legal certainty and justice while minimizing the risk of disputes that harm all parties involved.²⁰

¹⁹Muhammad Yusuf, "A Legal Review of Inheritance Letters in the Transfer of Land Rights," *Journal of Legal Studies*, Vol. 14, No. 3, 2020, p. 215.

²⁰Titin Rahmawati, "Supreme Court Decision in Inheritance Disputes: Implications for Transfer of Rights Practices," *National Law Journal*, Vol. 16, No. 1, 2022, p. 80.

4. Conclusion

This research shows that the transfer of land rights through a deed of sale based on a will without the consent of all heirs has various serious legal implications. The validity of the deed of sale becomes highly vulnerable to questioning and potentially void, thus creating uncertainty regarding the rights of the parties involved. Furthermore, the lack of involvement of all heirs in drafting the will also raises the potential for disputes that are detrimental not only to the heirs but also to land buyers who transact in good faith. Applying the principles of deliberation and mutual agreement when drafting inheritance documents is crucial to ensure the validity of these documents and avoid legal conflicts. Furthermore, legal protection strategies involving careful document review, professional legal assistance, and alternative dispute resolution mechanisms need to be strengthened to provide legal certainty and justice for all parties. Therefore, it is recommended that all parties, especially heirs and purchasers, understand and implement the correct legal procedures in the process of creating inheritance certificates and deeds of sale. The government and relevant institutions are also expected to increase outreach, legal education, and oversight of the land transfer process to minimize detrimental disputes. Thus, through consistent understanding and application of legal provisions, it is hoped that the transfer of land rights in Indonesia can proceed in a more orderly, fair manner, and provide strong legal certainty for all interested parties.

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