

Legal Implications of Cancellation of Ownership Certificate Due to Use of Legally Defective Inheritance Certificate

Ahmad Dzulfaqor Albaz Alwy

Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail:
dzulfaqoralbaz@gmail.com

Abstract. This study aims to analyze: 1) Legal implications of the cancellation of the certificate of ownership due to the use of a legally defective inheritance certificate as reflected in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd. 2. Legal protection for heirs as reflected in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd. This type of research falls within the scope of normative legal research. The approach method in this research is a case approach and a statute approach. The type of data in this research is secondary data sourced from primary, secondary and tertiary legal materials. The data collection method uses library techniques (document study). The analysis in this research is prescriptive. The results of the study concluded: 1) The legal implications of the cancellation of the Certificate of Ownership in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd indicate a chain of legal defects starting from the Certificate of Inheritance which has the potential to be legally defective as the basis for the transfer of rights. This defect then has implications for the defect in the Deed of Distribution of Joint Rights made by the PPAT, resulting in the nullity of the issued Certificate of Ownership. In addition, the use of incorrect documents results in the failure to fulfill the material requirements for the transfer of rights as stipulated in Article 37 and Article 42 of PP No. 24 of 1997, and opens up room for cancellation of the certificate based on Article 32 paragraph (2). The actions of the Defendants also fulfill the elements of an unlawful act according to Article 1365 of the Civil Code which gives rise to an obligation to compensate for losses. From the perspective of legal certainty, this condition shows that legal uncertainty occurs due to a discrepancy between positive law, facts, and their application. 2) Legal protection for the heirs in this case was initially ineffective because the Plaintiff was not included in the Certificate of Inheritance and was not involved in the transfer of rights. Legal protection was only realized through a court decision that recognized the status of heir, canceled the documents and certificate, and provided compensation. Thus, legal protection is gradual, where preventive protection does not run optimally, while repressive protection through the judiciary plays a role in restoring violated rights.

Keywords: Cancellation; Certificate; Implications; Inheritance; Legal.

1. Introduction

Land plays a crucial role in human life. Its vital function stems from its role as the primary means of supporting human survival, both economically, socially, and culturally. In other words, human life has always depended on the existence of

land. From traditional times to the modern era, land has been the primary source of life and community well-being.¹

This view then gave birth to the idea that land is a basic element in the national agrarian system which must be managed based on the principles of social justice and the social function of land.²This principle is the basis for the formation of agrarian law in Indonesia, as emphasized in various legal literature that the legal relationship between humans and land is eternal, and the state is mandated to regulate its control and use in order to achieve the welfare of the people.³Therefore, understanding of land is not only seen from the ownership perspective, but also from the perspective of social responsibility and the goal of shared prosperity, as is the spirit of national agrarian law.⁴

One of the legal actions in transferring control of land and/or building rights that is most often carried out by the community is through inheritance. SEvery natural event related to death will cause an event to arisecivil law, both related to the deceased (the testator) and to the people left behind (the heirs), which inevitably must be resolved immediately by the heirs.⁵

The transfer of rights to inherited property is regulated in Article 20 paragraph (2) of the Basic Agrarian Law (UUPA), which states that land ownership rights can be transferred or assigned to another party. Inheritance law is a law that contains regulations governing the process of passing on and transferring property and intangible goods from one generation of people to their descendants.⁶ In the context of inheritance, heirs who receive land rights are obligated to register the transfer of those rights to ensure legal protection for the new rights holder and to maintain orderly land administration. Land certificates play a crucial role as legal proof of ownership and provide legal certainty, making registration of the transfer of rights due to inheritance a legal obligation for the heirs receiving the rights.⁷

¹Muslim Andi Yusuf, 2016, Legal Certainty of the Rights of Customary Law Communities to Land and Natural Resources, Proceedings of the National Seminar, Volume 02, Number 1, p. 675.

²Maria SW Sumardjono, 2008, Land: In the Perspective of Economic, Social and Cultural Rights, Kompas, Jakarta, p.35.

³I Gusti Ayu Agung Mas Candraswati, 2019, Land Law as Part of Agrarian Law, Jurnal Komunitas Yustisia, Vol. 2 No. 2, p. 90.

⁴Soerjono Soekanto, 1986, Introduction to Legal Research, UI Press, Jakarta, p. 10.

⁵Umi Setyawati, Antonius Iwan Murdianto, Amin Purnawan, Deed of Confirmation of Heir Certificate as a Substitute for Heir Certificate in Processing Change of Heir Name at the Semarang City Land Office, Jurnal Akta, Vol 5 No 1 January 2018, Unissula, Semarang, p. 40

⁶Tinuk Dwi Cahyani, 2018, Inheritance Law in Islam, Muhammadiyah University of Malang, Malang, p. 10

⁷Said Ali, Wira, Legal Protection for Heirs Against Inheritance Transferred Without the Consent of All Heirs, Journal of Legal & Notary Student Affairs, Volume 1, Number 1, December 2021, p. 282

Laws related to inheritance issues in the Indonesian State, there is still pluralism so that, regarding inheritance law, three different inheritance law systems still apply, namely inheritance law regulated in Burgerlijk Wetboek (BW) which is intended for European and Eastern Chinese residents, then there is inheritance law regulated based on customary law where the provisions are regulated according to each region as local customs and inheritance law regulated based on religion, namely Islam where the provisions are subject to Islamic law and are intended for people who are Muslim. Inheritance according to Islamic law is the law that regulates the transfer of assets left by a deceased person and the consequences for his heirs.⁸ Inheritance law essentially aims to regulate the distribution of inherited assets to heirs, to avoid disputes when the assets are distributed. Therefore, inheritance law is concerned with whether and how the various rights and obligations regarding a person's assets will be transferred to the surviving heirs upon their death.⁹

The transfer of inheritance rights must use a certificate of inheritance, which is a requirement for making other deeds or is made to determine the share of each heir. An heir must seek the consent of the other heirs if they wish to transfer their inheritance rights, because the other heirs also have rights to the inheritance. If a person entitled to inherited land raises the suspicion that they are the sole owner of the land, then Transitionsuch agreement shall not be deemed to have been entered into on tacit terms.¹⁰

Problems arise when legitimate heirs are denied their rights due to the use of an incorrect Certificate of Inheritance. This is reflected in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd, where a legally defective Certificate of Inheritance was used to change the names of two Certificates of Ownership, thereby harming the legitimate heirs. The court subsequently declared the defendants to have committed an unlawful act, canceled the certificates issued, returned the rights to the plaintiffs, and ordered the defendants to pay compensation. This case demonstrates that falsifying inheritance documents can lead to land disputes and legal uncertainty, making it important to examine the legal implications of canceling certificates of ownership due to the use of a legally defective Certificate of Inheritance.

2. Research Methods

The research methods used are case study and statute approach. The data used in this study are secondary data sourced from primary, secondary, and tertiary legal materials. The data collection method uses library techniques (document study). The analysis in this study is prescriptive.

⁸Effendi Perangin, 2008, Inheritance Law, Rajawali Press, Jakarta, p. 3

⁹Prodjodikoro Wiryono, 1983, Inheritance Law in Indonesia, Sumur Bandung, Bandung, p.13.

¹⁰Said Ali, Wira, Legal Protection for Heirs Against Inheritance Transferred Without the Consent of All Heirs, Journal of Legal & Notary Student Affairs, Volume 1, Number 1, December 2021, p. 282

3. Results and Discussion

3.1. Legal Implications of Cancellation of Ownership Certificate Due to Use of Legally Defective Inheritance Certificate

In land practice, the cancellation of a Certificate of Ownership can occur if there are legal flaws in the process of acquiring or transferring rights, particularly if they are based on legally flawed documents. One document that plays a crucial role in the transfer of rights through inheritance is the Certificate of Inheritance. The Certificate of Inheritance is the basic document used by the recipient of the inheritance to prove who has the right to be the recipient of the inheritance and who gave the inheritance.¹¹

Evidence of a certificate of inheritance is the initial stage in having a basis for resolving the facts showing who the heirs are after the testator's death. As evidence of an important document, the regulations and authority based on Article II of the 1945 Constitution have a legal transitional meaning and function related to the transfer of rights obtained and obligations carried out for the benefit of the testator.¹²The Basic Agrarian Law number 5 of 1960 regulates the transfer of land rights in conjunction with the Regulation of the Minister of ATR/BPN No. 16 of 2021 concerning the Third Amendment to Land Registration. The certificate of inheritance rights is a continuation of the certificate of inheritance. In the case of the existence of the Regulation of the Minister of ATR/BPN No. 16 of 2021, a Notary can make a certificate of proof of heirs as contained in Article 111 in paragraph (1) letter c, namely the certificate of inheritance certificate and Article 111 paragraph (5) as a certificate of proof and the transfer of rights falls to 1 (one) person as the recipient of the inheritance with a certificate of inheritance. In practice, the deed is made by the Notary only one deed with a different function, namely stating who the heirs are who are entitled to the inheritance's assets can be made privately and a certificate of inheritance rights for the distribution of the inheritance to the heirs.¹³If the document contains discrepancies, either in the form of not including all heirs or there being elements of untruth in its preparation, then this can impact the validity of the transfer of land rights, including the certificate issued based on the document.

This situation is reflected in the Mungkid District Court Decision No. 3/Pdt.G/2021/PN.Mkd, which addresses a dispute regarding the transfer of land

¹¹Riska Putri Anggita, 2020, The Status of the Deed of Inheritance Rights Statement Made by a Notary Based on Statements of Some Heirs (Case Study of Supreme Court Decision Number 2180K/Pdt/2017), Indonesian Notary 2, No.27, p. 605.

¹²Lia Gulianti, 2025, Paradigm of Evidence of Inheritance Certificate as a Principle of Legal Certainty, USM Law Review Journal Vol 8 No 1, p. 560

¹³Muhamad Syaifullah et al., 2020, Transfer of Assets, Journal of Legal Studies, Volume 16, number 2, p. 177

rights based on an Inheritance Certificate, the validity of which is being questioned. In this case, the issue concerns not only the status of the heirs but also the process of issuing the land title certificate, which subsequently became the subject of the dispute.

The case in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd began with the transfer of rights to two plots of land belonging to the late Sri Hayati in Gulon Village, Magelang Regency, which were changed to the names of Wient Hananto and Laurisia Bayuzita based on the Certificate of Inheritance and the Deed of Joint Distribution of Rights. The plaintiff, Indra Noviandri as the biological child and legal heir, was not listed in the Certificate of Inheritance and was not involved in the transfer of rights process, thus suing the parties on the basis of Unlawful Acts. After examining the case, the Panel of Judges declared the Plaintiff as the legal heir, considered the Certificate of Inheritance used did not reflect the actual situation, and declared the transfer of rights and control of the disputed object by the Defendants was unlawful. Therefore, the court cancelled the Land Ownership Certificates Number 1764 and Number 1871, ordered their cancellation, and ordered the Defendants to pay material compensation of IDR 3,456,000,000.

Based on the description of the case and the judge's considerations in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd, it can be seen that the core problem lies in the use of the Certificate of Inheritance as the basis for the transfer of land rights, which does not reflect the actual legal situation. In this case, the Certificate of Inheritance serves as the initial document determining who has the rights to the inheritance, making its existence central to the sequence of land rights transfers.

Normatively, in land registration practice, every transfer of rights due to inheritance must be based on evidence that shows the legal relationship between the testator and the heir. This is as regulated in Article 42 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration which states that the transfer of rights due to inheritance must be proven by a letter of proof as an heir. Thus, the Certificate of Inheritance is one form of evidence used in land administration practice to fulfill these provisions.¹⁴ However, in the case a quo, the Certificate of Inheritance used did not list all legal heirs, particularly the Plaintiff as the testator's biological child. This situation indicates that the document does not meet the material requirements as valid evidence, because it does not reflect the actual legal situation. This discrepancy is significant because, in the law of evidence, evidence must meet the elements of formal and material truth to be used as the basis for legal action.¹⁵

¹⁴Urip Santoso, 2012, *Agrarian Law: A Comprehensive Study*, Kencana, Jakarta, p. 358.

¹⁵Sudikno Mertokusumo, 2010, *Indonesian Civil Procedure Law*, Liberty, Yogyakarta, p. 142.

Furthermore, the use of a legally flawed Certificate of Inheritance directly impacts the validity of the Deed of Distribution of Joint Rights drawn up by the Land Deed Official (PPAT). In land practice, a PPAT deed is authentic evidence with complete evidentiary force as long as it is based on accurate data and documents. If the data used as the basis for the deed is inaccurate, the deed may lose its evidentiary force.¹⁶In this case, the Joint Rights Distribution Deeds No. 728/2012 and No. 731/2012 were drawn up based on a Certificate of Inheritance that did not reflect the actual situation. Therefore, the deed is substantially flawed, as it is based on incomplete information and its validity is questionable. This is in line with the provisions of Article 1320 of the Civil Code, which requires a lawful cause as one of the conditions for a valid agreement. If the basis for the agreement is incorrect, the agreement can be declared legally invalid.¹⁷

Further implications are seen in the issuance of Land Ownership Certificates in the name of Defendant I and Defendant II. Land title certificates are indeed strong evidence as regulated in Article 32 paragraph (1) of Government Regulation Number 24 of 1997. However, this power is not absolute, but can still be revoked if it can be proven that there is a legal defect in the issuance process.¹⁸In this case, the Panel of Judges considered that because the basis for issuing the certificate, namely the Certificate of Inheritance, was legally flawed, the entire series of transfers of rights that followed it also became legally flawed. Thus, the certificate issued in the name of the Defendants lost its legal basis. This shows that the validity of the certificate is highly dependent on the validity of the underlying legal data. In addition, the actions of the Defendants in controlling the disputed object and carrying out the transfer of rights without involving all heirs were deemed to be unlawful acts as regulated in Article 1365 of the Civil Code. The elements of unlawful acts in this case can be seen from the existence of the act, the existence of error, the existence of loss, and the existence of a causal relationship between the act and the loss experienced by the Plaintiff.¹⁹

A closer look at the case in question shows that the primary issue lies not only in the omission of one of the heirs from the Certificate of Inheritance, but also in the document's flawed legitimacy as the legal basis for the transfer of land rights. In land law practice, a Certificate of Inheritance serves as administrative evidence to show who is entitled to inherited property.²⁰However, the validity of such a document depends heavily on the accuracy of the data it contains and the

¹⁶Boedi Harsono, 2008, Indonesian Agrarian Law: History of the Formation of the UUPA, Its Contents and Implementation, Djambatan, Jakarta, p. 502.

¹⁷Subekti, 2005, Contract Law, Intermasa, Jakarta, p. 17.

¹⁸Adrian Sutedi, 2011, Land Rights Certificate, Sinar Grafika, Jakarta, p. 25.

¹⁹R. Setiawan, 1991, Principles of Engagement Law, Bina Cipta, Bandung, p. 82.

²⁰Maria SW Sumardjono, 2008, Land in the Perspective of Economic, Social and Cultural Rights, Kompas, Jakarta, p. 112.

process by which it was created. If the document does not reflect the actual situation, it legally loses its legitimate function.

In this case, the failure to list the Plaintiff as an heir indicates a distortion of the legal facts in the underlying documents, which were then used in the transfer of rights. This directly impacts the legal will in subsequent administrative actions. Normatively, every transfer of land rights must be based on accurate and complete legal data, as reflected in Article 37 and Article 42 of Government Regulation Number 24 of 1997 concerning Land Registration.²¹Incomplete data not only has administrative consequences, but also has implications for the validity of legal actions carried out on it.

Furthermore, when viewed from an evidentiary perspective, a Certificate of Inheritance that does not list all legal heirs can be classified as evidence that does not meet the requirements of material truth. In civil evidence law, evidence that does not correspond to the actual facts cannot be used as a basis for establishing a legal relationship.²²Thus, the use of the Certificate of Inheritance in this case is not only administratively weak, but also does not have sufficient evidentiary power.

The implications of using these defective documents then extend to the PPAT's preparation of the Deed of Joint Rights Distribution. In this case, the PPAT should exercise prudential oversight by ensuring that all documents serving as the basis for the deed meet the requirements for validity. This obligation is part of the PPAT's official responsibility as a public official authorized to issue authentic deeds in the land sector.²³When a deed is made based on a legally flawed document, the deed substantially loses its validity as perfect evidence.

Furthermore, defects in the PPAT deed directly impact the issuance of certificates by the Land Office. In Indonesia's land registration system, certificates are recognized as strong evidence, but they are not inviolable. Certificates can still be revoked if their issuance is proven to be based on inaccurate data.²⁴In this case, the Panel of Judges considered that the existence of a legally flawed Certificate of Inheritance had caused the entire process of transferring rights to have no valid legal basis, so that the certificate issued in the name of the Defendants was declared null and void by law.

²¹HM Arba, 2017, Indonesian Agrarian Law, Sinar Grafika, Jakarta, p. 198.

²²Nurhasan Ismail, 2019, "The Position of Inheritance Certificates in Proving Land Rights", IUS QUIA IUSTUM Law Journal, Vol. 26 No. 2, p. 323

²³Rinitami Njatrijani, 2018, The Role of PPAT in Guaranteeing Legal Certainty in the Transfer of Land Rights, Journal of Legal Issues, Vol. 47 No. 1, p. 88.

²⁴Nur Adi Kumalasari, 2020, Cancellation of Land Title Certificates Due to Administrative Defects, Jurnal Arena Hukum, Vol. 13 No. 1, p. 46.

Based on the construction of the case, the use of a legally flawed Certificate of Inheritance gives rise to multiple legal implications which do not only stop at the cancellation of the certificate, but also touch on aspects of the validity of the document, the responsibility of officials, and the protection of the rights of heirs, including:

1) Loss of the legitimate power of the Certificate of Inheritance as the basis for the transfer of rights. In the land law system, the transfer of rights due to inheritance must be proven by the existence of information regarding the heirs as regulated in Article 42 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration. If the document does not contain all the legitimate heirs, then the document does not meet the requirements as valid evidence, so it cannot be used as a basis in the process of registering the transfer of rights.²⁵

2) The occurrence of legal defects that have a cascading effect on subsequent legal products. In this case, the defective Certificate of Inheritance is used as the basis for the creation of a deed by the PPAT, which then becomes the basis for issuing a certificate. However, based on Article 37 paragraph (1) of Government Regulation Number 24 of 1997, the transfer of land rights can only be registered if proven by a deed made by an authorized PPAT. Therefore, if the deed is made based on a legally defective document, then the deed also contains legal defects that impact the flawed rights registration process.²⁶

3) The third implication relates to the legal responsibility of officials involved in the process, particularly PPAT. Article 39 paragraph (1) letter a of Government Regulation Number 24 of 1997 stipulates that PPATs are required to refuse to make a deed if the specified requirements are not met. This means that PPATs have a legal obligation to verify the accuracy of the documents that form the basis for making the deed. If this obligation is not fulfilled, it has the potential to give rise to legal responsibility for the deed they make.

4) The possibility of cancellation of land title certificates is open. Certificates as proof of rights do have strong evidentiary power as regulated in Article 32 paragraph (1) of Government Regulation Number 24 of 1997. However, the provisions of Article 32 paragraph (2) provide room for the certificate to be cancelled if another party can prove that the certificate was obtained illegally.²⁷In

²⁵Avisena Aulia Anita & Muhammad Fajar Sidiq Widodo, 2022, "The Urgency of Using a Certificate of Inheritance in the Transfer of Rights as an Effort to Protect and Ensure Legal Certainty for Heirs", *Mahakim: Journal of Islamic Family Law*, Vol. 7 No. 2, p. 245

²⁶Nur Adi Kumalasari, 2020, Cancellation of Land Title Certificates Due to Administrative Defects, *Jurnal Arena Hukum*, Vol. 13 No. 1, p. 432

²⁷Lia Gulianti, 2025, "Paradigm of Evidence of Inheritance Certificate as a Principle of Legal Certainty", *USM Law Review Journal*, Vol. 8 No. 1, p. 567

this case, the use of a legally invalid Certificate of Inheritance became the basis for the judge to declare the certificate null and void.

5) The civil rights of the legitimate heirs were violated, in this case the Plaintiff was not listed in the Certificate of Inheritance. In civil inheritance law, every legitimate heir is entitled to a portion of the inheritance as stipulated in Book II of the Civil Code. Therefore, the omission of one of the heirs in the inheritance document can be classified as a violation of legally protected subjective rights.

6) The elements of an unlawful act as stipulated in Article 1365 of the Civil Code have been met. In this case, the Defendants' actions in using legally flawed documents to control and transfer land rights have fulfilled the elements of an unlawful act, namely the existence of an act, an error, a loss, and a causal relationship between the act and the loss. This is the basis for the court to impose an obligation to compensate the Defendants.

The use of a legally flawed Certificate of Inheritance in this case has systemic legal implications, ranging from the legally flawed basic document, the flawed PPAT deed, to the revocation of the land title certificate and the resulting liability for compensation. This situation demonstrates that in land practice, the validity of the initial document is a determining factor in determining the validity of the entire land transfer process.

Based on the legal implications outlined previously, the use of a legally flawed Certificate of Inheritance in this case indicates a failure to achieve legal certainty as stated by Gustav Radbruch. Based on an analysis of the four elements of legal certainty according to Gustav Radbruch, the main problem in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd stems from the discrepancy between positive law and implementation in the field, where the Certificate of Inheritance (SKW) used has the potential to be legally flawed because it is known not to include all legitimate heirs. Normatively, Article 19 of the UUPA and Article 37 and Article 42 of PP No. 24 of 1997 have stipulated that the transfer of rights due to inheritance must be proven with valid legal data. The unclear formulation of the facts of the legal subject in this SKW triggers a distortion of evidence based on Article 1865 of the Civil Code, thus giving rise to systemic and tiered legal defects. Although Article 32 paragraph (1) of PP No. 24 of 1997 states that land certificates are strong evidence, this power is not absolute because paragraph (2) of the same article still leaves room for cancellation if the certificate is obtained in bad faith or with procedural defects.

This causal relationship continues in the making of the Deed of Joint Rights Distribution (APHB) by the PPAT which contains substantial defects due to legally flawed basic documents, even though the PPAT is normatively obliged to reject the making of the deed if the requirements are not met according to Article 39 paragraph (1) of PP No. 24 of 1997. When this flawed document is still used by

the Land Office to issue a land title certificate in the name of the Defendants, the entire legitimacy of the land registration and data maintenance process collapses because it is no longer based on actual reality. Thus, the decision of the Mungkid District Court to cancel the certificate is not a form of legal instability, but rather a judicial correction mechanism to restore substantial legal certainty, return rights to legitimate heirs, and maintain the integrity of the land publication system in Indonesia.

3.2. Legal Protection for Heirs as Reflected in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd

Legal protection for heirs in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd can be traced from how the Plaintiff's position as a legitimate heir was initially ignored, then restored through the judicial mechanism. In this case, the Plaintiff, who is the biological child of the heir, Mrs. Sri Hayati, was not included in the Certificate of Inheritance used as the basis for the transfer of land rights. As a result, the Plaintiff was not involved in the inheritance distribution process or in the certificate transfer process, thus losing access to the inheritance object.

This situation indicates that, from the initial stage, there was a neglect of the civil rights of the heirs. Under civil inheritance law, the status of heir arises automatically upon the testator's death, so that each heir has equal rights to the testator's inheritance.²⁸ Therefore, not including one of the heirs in the Certificate of Inheritance is a form of deviation from the basic principle of inheritance which places all heirs in an equal position.

Based on the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd, legal protection for the Plaintiff was provided comprehensively and in stages through judicial means to restore his violated civil rights. The initial step of this protection was realized through legal recognition that established the Plaintiff as an objective legal heir based on blood relations in accordance with Article 832 of the Civil Code, even though his name was previously omitted in administrative documents. Furthermore, the Panel of Judges stated that the Certificate of Inheritance used by the Defendants was legally flawed because it did not contain material truth, thus invalidating the legal basis for the transfer of rights. The legal flaw in this basic document then had implications for the cancellation of the Ownership Certificate in the name of the Defendants, which returned the status of the disputed object to its original state as an inheritance that had not been legally divided.

In addition to restoring the status of the disputed object, repressive legal protection is also provided through the determination that the Defendants'

²⁸Subekti, 2003, Principles of Civil Law, Intermasa, Jakarta, p. 94.

actions in controlling and transferring land without involving all heirs constitute an Unlawful Act (PMH). This unilateral action violates the Plaintiff's subjective rights which automatically (*ipso jure*) have been attached since the heir died based on Article 833 paragraph (1) of the Civil Code. Because all elements of PMH in Article 1365 of the Civil Code are fulfilled—including the existence of error, loss, and causal relationship—the Panel of Judges imposed material compensation on the Defendants. The consequences of this compensation confirm that legal protection in the *a quo* case is not only declarative, but also restitutive in nature in order to restore the Plaintiff's losses in real terms.

In the land sector, legal protection for heirs is also reflected in Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), specifically Article 19, which emphasizes that land registration aims to ensure legal certainty. This legal certainty includes protection for the rights holder, including heirs in the transfer of rights through inheritance.²⁹

The analysis of legal protection for heirs in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd based on Philipus M. Hadjon's theory shows a dichotomy between failed preventive protection and successful repressive protection. Normatively, preventive legal protection is available through Article 39 paragraph (1) and Article 42 paragraph (1) of PP No. 24 of 1997 which requires the validity of evidence of heirs and the obligation of PPAT to refuse to make a deed if the conditions are not met. However, this administrative stage is not running effectively due to the use of a legally flawed Certificate of Inheritance (SKW) which ignores the Plaintiff's rights, thereby violating the principles of publicity and trust in land registration according to Boedi Harsono, and eliminating the evidentiary power of PPAT deeds due to the suboptimal verification of legal data by authorized officials. This administrative failure then places repressive legal protection through the judicial mechanism as the main, dominant and effective instrument. The intervention of the Mungkid District Court through a decision declaring the Plaintiff as the legal heir affirming the principle of inheritance law that rights are automatically attached (*ipso jure*) and administrative documents are merely evidence as well as the cancellation of the legally flawed certificate accompanied by the imposition of material compensation and *dwangsom*, succeeded in restoring the Plaintiff's civil rights in a real, corrective, restitutive and coercive manner.

Based on the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd, legal protection for heirs at the administrative stage was ineffective due to flaws in basic documents and suboptimal verification by authorized officials. However, the legal system still provides corrective mechanisms through the courts that can substantially restore heirs' rights. This situation demonstrates the dynamic

²⁹Boedi Harsono, 2008, Indonesian Agrarian Law: History of the Formation of the UUPA, Its Contents and Implementation, Djambatan, Jakarta, p. 478.

nature of legal protection in practice, where failures at one stage can be corrected through other stages within the framework of a unified legal system.

4. Conclusion

The legal implications of the cancellation of the Certificate of Ownership in the Mungkid District Court Decision Number 3/Pdt.G/2021/PN.Mkd indicate a chain of legal defects that began with the defective Certificate of Inheritance as the basis for the transfer of rights. As a result, the Deed of Distribution of Joint Rights and the Certificate of Ownership issued based on this document were legally flawed, giving rise to Unlawful Acts and legal uncertainty due to the discrepancy between the facts, positive law, and its application. Legal protection for the heirs in this case was initially ineffective because the legitimate heirs were not listed in the Certificate of Inheritance and were not involved in the process of transferring land rights. Legal protection was then realized through a court decision that recognized the status of heirs, canceled the certificate issued with legal defects, and restored the rights of the heirs who had been harmed.

5. References

Journals:

- Avisena Aulia Anita dan Muhammad Fajar Sidiq Widodo, 2022, "Urgensi Penggunaan Surat Keterangan Waris dalam Peralihan Hak sebagai Upaya Perlindungan dan Kepastian Hukum Ahli Waris", *Mahakim: Journal of Islamic Family Law*, Vol. 7 No. 2.
- I Gusti Ayu Agung Mas Candraswati, 2019, "Hukum Tanah Sebagai Bagian dari Hukum Agraria", *Jurnal Komunitas Yustisia*, Vol. 2 No. 2.
- Lia Gulianti, 2025, "Paradigma Surat Tanda Bukti Akta Keterangan Waris Sebagai Asas Kepastian Hukum", *Jurnal USM Law Review*, Vol. 8 No. 1.
- Muhamad Syaifullah dkk., 2020, "Pengalihan Atas Harta", *Jurnal Ilmu Hukum*, Volume 16, Nomor 2.
- Muslim Andi Yusuf, 2016, "Kepastian Hukum Hak Masyarakat Hukum Adat Atas Tanah Dan Sumberdaya Alam", *Prosiding Seminar Nasional*, Volume 2, Nomor 1.
- Nur Adi Kumalasari, 2020, "Pembatalan Sertipikat Hak Atas Tanah karena Cacat Administratif", *Jurnal Arena Hukum*, Vol. 13 No. 1.
- Nurhasan Ismail, 2019, "Kedudukan Surat Keterangan Waris dalam Pembuktian Hak atas Tanah", *Jurnal Hukum IUS QUIA IUSTUM*, Vol. 26 No. 2.

Rinitami Njatrijani, 2018, "Peran PPAT dalam Menjamin Kepastian Hukum Peralihan Hak atas Tanah", *Jurnal Masalah-Masalah Hukum*, Vol. 47 No. 1.

Riska Putri Anggita, 2020, "Kedudukan Akta Keterangan Hak Mewaris Yang Dibuat Oleh Notaris Berdasarkan Keterangan Sebagian Ahli Waris (Studi Kasus Putusan Mahkamah Agung Nomor 2180K/Pdt/2017)", *Indonesian Notary*, Vol. 2 No. 27.

Said Ali Wira, 2021, "Perlindungan Hukum Bagi Ahli Waris Terhadap Harta Warisan Yang Beralih Tanpa Persetujuan Seluruh Ahli Waris", *Jurnal Kemahasiswaan Hukum & Kenotariatan*, Volume 1, Nomor 1.

Umi Setyawati, Antonius Iwan Murdianto, dan Amin Purnawan, 2018, "Akta Penegasan Keterangan Waris Sebagai Pengganti Surat Keterangan Waris Dalam Pengurusan Balik Nama Waris di Kantor Pertanahan Kota Semarang", *Jurnal Akta*, Vol. 5 No. 1.

Books:

Adrian Sutedi, 2011, *Sertipikat Hak Atas Tanah*, Sinar Grafika, Jakarta.

Boedi Harsono, 2008, *Hukum Agraria Indonesia: Sejarah Pembentukan UUPA, Isi dan Pelaksanaannya*, Djambatan, Jakarta.

Effendi Perangin, 2008, *Hukum Waris*, Rajawali Pers, Jakarta.

H.M. Arba, 2017, *Hukum Agraria Indonesia*, Sinar Grafika, Jakarta.

Maria S.W. Sumardjono, 2008, *Tanah dalam Perspektif Hak Ekonomi, Sosial dan Budaya*, Kompas, Jakarta.

Prodjodikoro Wiryo, 1983, *Hukum Waris di Indonesia*, Sumur Bandung, Bandung.

R. Setiawan, 1991, *Pokok-Pokok Hukum Perikatan*, Bina Cipta, Bandung.

Soerjono Soekanto, 1986, *Pengantar Penelitian Hukum*, UI Press, Jakarta.

Subekti, 2003, *Pokok-Pokok Hukum Perdata*, Intermasa, Jakarta.

Subekti, 2005, *Hukum Perjanjian*, Intermasa, Jakarta.

Sudikno Mertokusumo, 2010, *Hukum Acara Perdata Indonesia*, Liberty, Yogyakarta.

Tinuk Dwi Cahyani, 2018, *Hukum Waris dalam Islam*, Universitas Muhammadiyah Malang, Malang.

Urip Santoso, 2012, *Hukum Agraria: Kajian Komprehensif*, Kencana, Jakarta.

Regulation:

The 1945 Constitution of the Republic of Indonesia

Civil Code

Law Number 5 of 1960 concerning Basic Agrarian Regulations

Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary.

Government Regulation Number 24 of 1997 concerning Land Registration.

Regulation of the Minister of ATR/BPN No. 18 of 2021 concerning Procedures for Determining Management Rights and Land Rights.

Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 in conjunction with Regulation of the Minister of ATR/BPN Number 16 of 2021 concerning the Third Amendment to Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Implementing Provisions of Government Regulation Number 24 of 1997 concerning Land Registration.

Regulation of the Minister of ATR/BPN No. 21 of 2020 concerning Handling and Settlement of Land Cases.

Compilation of Islamic Law.