

State Administrative Legal Protection For Land Buyers In Good Faith

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Abstract. *The reason for the court action is that certificates have two sides: on the one hand, from a civil perspective, they serve as proof of ownership; on the other, they constitute a decision (beschikking) issued by the Head of the Land Office, acting as a State Administrative Official. The reason for the lawsuits filed by other parties claiming ownership of the land is that land registration under the UUPA uses a negative publication system, and the state does not provide guarantees. This paper discusses the legal protection of state administration for land purchasers in good faith under Indonesian positive law and the legal consequences of revoking land certificates for such purchasers. This research employs a normative juridical approach. Normative juridical legal research focuses on examining the application of principles or norms within positive law. The research specification used in this study is descriptive analysis. The sources of normative legal research are primary, secondary, and tertiary legal materials. The data collection method uses literature and document studies. The results of the research and discussion indicate that 1) The protection of state administrative law for land buyers in good faith based on positive Indonesian law, the role of Notaries/PPAT is also very important where Notaries/PPAT in carrying out legal actions must act carefully before making a decision must examine all relevant facts in their considerations based on applicable regulations. The buyer has the right to sue the seller for a refund of the purchase price if it turns out that the seller is not the original owner of the land. The ideal concept of legal protection for buyers in good faith emphasizes the buyer's obligation to properly examine and research the validity of the land they purchased before and during the sale and purchase. The legal consequences of the cancellation of the land title certificate for buyers in good faith, the cancellation of the land sale and purchase deeded through a District Court decision has a significant impact on the legal status of the land ownership in question. The land sale and purchase deed is a document that forms the basis for the transfer of land ownership rights between the*

seller and the buyer. The first consequence of the cancellation of the sale and purchase deed is the return of the legal status of the land to the previous owner, namely the seller. The cancellation of the land sale and purchase deed can also have implications for the seller's obligation to return the money paid by the buyer. The cancellation of land title certificates by the State Administrative Court (PTUN) against buyers in good faith creates a sense of legal uncertainty for buyers.

Keywords: Administration; Good Faith Buyers; Legal Protection.

1. Introduction

The Republic of Indonesia is a state based on law (*rechstaat*), not based on power (*machtstaat*) as stated in Article 1 Paragraph (3) of the 1945 Constitution of the Republic of Indonesia (hereinafter referred to as the 1945 Constitution). The aim of a state based on law is to ensure that the law is enforced without exception, meaning that all actions by citizens and government agencies must be based on applicable law.¹

One way to create balance in community life is through land availability. This is formulated in Article 33 Paragraph (3) of the 1945 Constitution, which states that:

"The earth, water and natural resources contained therein are controlled by the State and used for the greatest prosperity of the people."

Land has an important function for the welfare of individuals, families, or a community group, namely it has a social function as stated in Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) which states that:

"All land rights have a social function."

These rights to land owned by an individual are also referred to as land control rights in the UUPA. Control can be used in both physical and legal senses, as well as in private and public aspects.²Control in the legal sense is control based on rights protected by law and generally gives the rights holder the authority to physically control the land that is being claimed, without handing it over to another person.³

Article 19 of the UUPA clearly orders the government to carry out the land registration process throughout Indonesia, with the aim of achieving legal certainty.⁴

In order to create a guarantee of legal certainty, the state through the UUPA and its implementing regulations regulates the procedures for proving ownership of a plot of land, which then gave birth to the Government Regulation of the Republic of Indonesia Number 24 of 1997 concerning Land Registration (hereinafter referred to as the PP on Land Registration). Land registration is a series of activities carried out by the government continuously, continuously and regularly, including the collection, processing, bookkeeping, and presentation as well as maintenance of physical data and legal data, in the form of maps and lists regarding land plots and apartment units, including the provision of certificates of proof of rights for land plots land for which rights already exist and ownership rights to apartment units and certain rights that encumber it. This is stated in Article 1 paragraph (1) of the PP on Land Registration.

2. Research Methods

This type of legal research is a process of discovering legal rules, legal principles, and legal doctrines to address a given legal issue. Legal research is a process of seeking scientific truth about the law using scientific methods or approaches in a methodical, systematic, and logical manner to resolve legal issues or find the truth or answers to legal events, both theoretically and practically.⁵

This research employs a normative juridical approach. Normative juridical legal research focuses on examining the application of rules or norms in positive law. These legal rules are formal in nature, such as statutes, regulations, and literature containing theoretical concepts.⁶ Normative legal research refers to doctrinal legal research. Doctrinal legal research systematically explains the rules governing a particular legal category, analyzes the relationships between regulations, explains difficult areas, and allows for predictions of future developments. Normative legal research serves to provide legal arguments when there is ambiguity, gaps, or conflict within a norm.⁷

3. Results and Discussion

3.1. State Administrative Legal Protection for Land Purchasers in Good Faith Under Indonesian Positive Law

A sale and purchase is a reciprocal agreement in which one party (the seller) promises to hand over ownership of an item, while the other party (the buyer) promises to pay a price consisting of a sum of money in return for acquiring said ownership. According to Article 1457 of the Civil Code, a sale and purchase states that:

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

Furthermore, Article 1458 and Article 1459 of the Civil Code explain that a sales and purchase agreement has occurred with the birth of an agreement and gives rise to rights and obligations where the seller binds himself to hand over his ownership rights to an item to the buyer, and the buyer binds himself to pay the price of the item with money, in accordance with what has been agreed in their

⁵Mochammad Agus Rachmatulloh et al., 2022, Various Legal Research Methods, Criminal Law Study Institute, Kediri, pp. 9-10.

⁶Ishaq, 2017, Legal Research Methods and Writing of Theses, Dissertations, and Dissertations, Alfabeta, Bandung, p. 66.

⁷Djulaeka and Devi Rahayu, 2020, Legal Research Methods, Scopindo Media Pustaka, Surabaya, p.20.

agreement and the object of the sales and purchase agreement is an item.³¹ In this study, the object of the agreement is land.

In essence, a sales and purchase agreement aims to transfer ownership of an item being traded, because in a sale and purchase, the seller is obliged to deliver the item sold to the buyer, while the buyer is obliged to pay the price of the item to the seller. Legal protection for buyers in land sales and purchases is divided into preventive legal protection and repressive legal protection.⁸

A buyer in good faith is a buyer who does not know and cannot be considered to have known that there are defects in the process of transferring rights to the land he purchased; From the results of the literature review, it can be seen that there is an agreement among the authors that "a buyer in good faith" should be interpreted as: "an honest buyer, not knowing the defects in the goods purchased". Regarding the definition of a buyer in good faith, R. Subekti formulated that a buyer in good faith is a buyer who does not know at all that he is dealing with a person who is not actually the owner, so that he is seen as the owner and anyone who obtains an item from him is protected by law.⁹ Meanwhile, according to Ridwan Khairandy, a buyer in good faith is defined as someone who purchases goods with full confidence that the seller truly owns the goods. The meaning of "buyer in good faith" is as follows:¹⁰

- 1) A buyer in good faith is a buyer who does not know and cannot be considered to have known about any defects in the process of transferring rights to the land he has purchased.
- 2) A buyer can be considered to be acting in good faith if he has carefully checked the material facts (physical data) and the validity of the transfer of rights (legal data) for the land he is purchasing, before and during the process of transferring the land rights. If the buyer knows or can be considered to have known about defects in the process of transferring the land rights (for example, the seller's lack of authority), but he still continues with the sale and purchase, the buyer cannot be considered to be acting in good faith.

⁸Salim Saputra and Rineke Sara, 2022, "Legal Protection for Good-Faith Buyers in Sale and Purchase Transactions Cancelled Due to Third-Party Lawsuits (Case Study of Decision Number 800/PDT.G/2013/PN.DPS)", *Constitutum: Jurnal Ilmiah Hukum*, Vol. 1 No. 1, pp. 26-27

⁹ R. Subekti, 2014, *Various Agreements*, Citra Aditya Bakti, Bandung, p. 15.

¹⁰Jonaedi Efendi, 2008, *Reconstruction of the Basic Legal Considerations of Judges Based on Legal Values and the Sense of Justice Living in Society*. First Edition. 1st Printing. Prenadamedia, Jakarta, p. 5

- 3) In auction cases, judges' decisions basically protect auction buyers, except when the buyer abuses the situation or the rights to the land in question have been extinguished.
- 4) Although there is a provision that limits objections or lawsuits regarding registered land rights to a five-year period, this period is not binding in practice. This is because this expiration provision does not stand alone but requires the certificate holder's good faith, which must be determined by a judge (see point 2 above), in addition to the certificate being legally issued and the land actually being in the certificate holder's possession.

The meaning of good faith in the literature is then divided into two categories, namely subjective good faith and objective good faith, although in the case of buyers in good faith, the literature in Indonesia only refers to the subjective meaning. Good faith in the objective sense is stated in Article 1338 paragraph 3 of the Civil Code:

"An agreement must be executed in good faith." The good faith referred to here is good faith in the objective sense, namely good faith at the time of execution of the agreement. Munir Fuadi formulated that good faith is only required in the execution of a contract, not in the creation of a contract."

Subjective good faith is defined as the honesty of the buyer, who is unaware of any flaws in the transfer of rights. Objective good faith, on the other hand, is defined as propriety, where an individual's actions (for example, the buyer's) must also be in accordance with the general public's view. The measure of propriety, in this case the obligations the buyer must fulfill, will be further explained in the next section.¹¹

According to the Civil Code, the element of knowing whether or not the acquired ownership rights are valid is stated as the main element that distinguishes between a *bezit* (powerful position) with good intentions and a *bezit* (powerful position) with bad intentions. Article 531 of the Civil Code states:

"A purchase in good faith occurs when the purchaser obtains the goods by obtaining ownership rights without knowing that there are defects in them."

Meanwhile, Article 532 of the Civil Code states:

"Possession in bad faith occurs when the holder knows that the property they are holding is not theirs. If the Possession Holder is sued before a judge and is

¹¹Damaro Tanoto and Aad Nurdin Rusyad, 2022, "Legal Protection for Good-Faith Buyers in Land Rights Sale and Purchases," *Kertha Semaya Journal*, Vol. 10 No. 7, p. 1655

defeated, then the person is considered to have acted in bad faith from the moment the case was filed."

After the enactment of Law Number 5 of 1960 concerning Basic Regulations and Principles of Agrarian Law (UUPA), all matters governing land objects no longer refer to the Civil Code, even though UUPA does not contain the definition of good faith regarding control or acquisition of land rights. Furthermore, Government Regulation Number 24 of 1997 concerning Land Registration (PP Land Registration) mentions the term good faith in relation to physical control of land (Article 24) and holders of land title certificates (Article 32). Article 24 paragraph (2) letter a states:

"Control over the land 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."

Meanwhile, Article 32 paragraph (2) states:

"In the event that a certificate has been legally issued for a plot of land in the name of a person or legal entity who acquired the land in good faith and actually controls it, then other parties who feel they have rights to the land can no longer demand the implementation of those rights if within 5 (five) years from the issuance of the certificate they have not submitted a written objection to the certificate holder and the Head of the Land Office concerned or have not filed a lawsuit with the Court regarding control of the land or the issuance of the certificate."

Based on the agreement of the Civil Chamber Plenary Meeting attached to the Supreme Court Circular Letter Number 5 of 2014, it has been confirmed that the criteria for a buyer in good faith are:

- Conducting sales and purchases based on statutory regulations, and
- Exercise caution by examining matters related to the object of the agreement. These two conditions should be read as a cumulative condition. This objective criterion has also been applied by lower courts.

The application of the principle of a good faith buyer is regulated in Circular Letter Number 4 of 2016 concerning the Implementation of the Formulation of the Results of the Plenary Meeting of the Supreme Court Chamber in 2016 as a Guideline for the Implementation of Duties for the Court regarding the definition of a good faith buyer as stated in the civil chamber agreement in letter a, which is refined as follows:

- 1.** Carry out the sale and purchase of the land object with the legal procedures and documents as determined by statutory regulations, namely:
 - a.** Purchase of land through public auction;
 - b.** Purchase of land in the presence of a Land Deed Making Officer (in accordance with the provisions of Government Regulation Number 24 of 1997;
 - c.** Purchase of customary/unregistered land carried out according to customary law provisions, namely:
 - d.** carried out in cash and openly (in the presence of/with the knowledge of the local Village Head/Lurah);
 - e.** This was preceded by research into the status of the land being sold and based on this research, it was shown that the land being sold belonged to the seller.
 - The purchase was made at a fair price.
- 2.** Exercise caution by examining matters relating to the promised land object, including:
 - a.** The seller is the person who has the right/has the rights to the land that is the object of the sale and purchase, according to proof of ownership;
 - b.** The land/object being bought and sold is not in confiscated status;
 - c.** The land object being traded is not under collateral/mortgage status;
 - d.** For certified land, information has been obtained from the National Land Agency and the history of the legal relationship between the land and the certificate holder.

In this legal protection, buyers acting in good faith receive legal protection based on the principles of justice and good faith in civil law. This protection can include protection of ownership of land that has been legally purchased, even if there are disputes or claims that arise after the transaction. Based on the Basic Agrarian Law No. 5 of 1960 (UUPA) and its derivative regulations, buyers acting in good faith who have purchased land through a legal transaction and through the correct process receive legal protection. Article 19 of the UUPA states that land rights

acquired through legal means will receive recognition and protection from the state.¹²

Legal protection must be provided to buyers in good faith because buyers who conduct transactions legally and based on valid evidence are entitled to legal certainty. This principle is also based on the principle of "pacta sunt servanda" (agreements must be honored), which requires transacting parties to fulfill their agreed-upon agreements, provided there is no element of fraud or material error.¹³ In practice, even if there are claims from other parties on purchased land, a buyer in good faith will be protected by the state as long as they have valid proof in the form of a land certificate registered with the National Land Agency (BPN). Indonesia's land registration system provides legal certainty for buyers who conduct land transactions in accordance with applicable regulations.

State administrative legal protection is an effort to protect citizens from unfair, detrimental, or unlawful government actions. State administrative legal protection also includes legal remedies that can be taken against unlawful government actions.

The ideal concept of legal protection for buyers in good faith is to be taken into consideration by judges in deciding cases if a dispute arises regarding Supreme Court decisions. The legal protection given to buyers in good faith is that the buyer has the right to sue the seller for a refund of the purchase price if it turns out that the seller is not the original owner of the land.¹⁴

The ideal concept of legal protection for buyers in good faith is the existence of breakthrough court decisions that do not only depend on the buyer's own ignorance of the existence of legal defects in the transfer of his rights, but also emphasize the buyer's obligation to properly examine and research the validity of the land he purchased before and during the sale and purchase. The lesson that can be learned from the above decisions is that legal protection given to buyers, (should) not only depend on the buyer's ignorance of the defects in the transfer of rights to the land he purchased, but also consider the buyer's efforts to properly find out and examine the physical data and legal data before and during the sale and purchase. The development of jurisprudence regarding buyers in good faith by adopting the principle of accuracy and caution should be a guide for judges in similar cases.

¹²Anggreany Arief, et al., 2025, "A Review of Legal Protection for Good Faith Buyers in Land Ownership Disputes," *Jurnal Yustitiabelen*, Vol. 11 No. 2, p. 89

¹³D. Harianto, 2010, *Legal Protection against Land Disputes*, Galia Indonesia, Bogor, p. 10

¹⁴Yotrim Maklon Zaid, et al., 2023, "The Concept of Legal Protection for Good-Faith Buyers in Land Purchase Agreements According to the Indonesian Legal System," *Rio Law Journal*, Vol. 4 No. 2, p. 331

In Indonesia, the State Administrative Court is regulated in Law No. 51 of 2009 concerning Amendments to Law No. 5 of 1986 concerning the State Administrative Court. These two laws regulate all matters related to the State Administrative Court. The establishment of the State Administrative Court (PTUN) was held in order to provide protection (based on justice, truth, order and legal certainty) to the people seeking justice (justiciabelen) who feel they have been harmed due to a legal act by a state administrative official, through examination, decision and resolution of disputes in the field of state administration while strengthening the principles of a modern legal state (welfare state) one of the characteristics of which, as stated by Prof. Jimly Ashidique, is the availability of the State Administrative Court.¹⁵

The existence of the State Administrative Court in Indonesia has a constitutional basis, namely Article 24 paragraph (2) of the 1945 Constitution (amendment), which reads:

"Judicial power is exercised by a Supreme Court and judicial bodies under it in the general court environment, religious court environment, military court environment, state administrative court environment and by a Constitutional Court."

According to Law No. 5 of 1985 in conjunction with Law No. 9 of 2004 concerning State Administrative Courts, there are two ways to resolve State Administrative disputes arising from the issuance of a State Administrative Decision (beschiking), namely:

1) Through Administrative Efforts

According to the explanation of Article 48 of Law No. 5 of 1986 in conjunction with Law No. 9 of 2004 concerning State Administrative Courts, administrative efforts are procedures determined in a statutory regulation to resolve a State Administrative dispute carried out within the government itself (not by an independent judicial body), which consist of: a. Objection Procedure; and b. Administrative Appeal Procedure.

Based on the formulation of the explanation of Article 48, administrative efforts are a means of legal protection for citizens (individuals/civil legal entities) who are affected by State Administrative Decisions within the government itself before being submitted to the judicial body.

¹⁵Murtiningsih and Adi Kusyandi, 2021, "The Existence of the State Administrative Court as a Form of Legal Protection for Citizens Against State Administrative Actions," *Yustitia Journal*, Vol. 7 No. 2, p. 240

Settlement through administrative efforts is certainly expected to provide a solution to the problem of disputes in the State Administrative Court (KTUN), but the question is what if the problem is not resolved either through administrative efforts in the form of objections or administrative appeals. Regarding this problem, we can refer to SEMA No. 2 of 1991 concerning Guidelines for Implementing Provisions in Law No. 5 of 1986 concerning State Administrative Courts. There is a provision in this SEMA if a person or civil legal entity is still dissatisfied with the decision of the administrative efforts that have been submitted then:

- a. If in the statutory regulations which are the basis for issuing the KTUN which results in a TUN dispute, the available administrative remedies are objections, then the next resolution is to file a lawsuit with the TUN Court;
- b. If in the statutory regulations that form the basis for issuing the KTUN which results in a TUN dispute, the available administrative remedies are an administrative appeal or objection and administrative appeal, then the next resolution is to file a lawsuit with the TUN High Court.

The regulation of administrative efforts is intended as internal and repressive control or supervision within the TUN environment regarding decisions issued by TUN Agencies or Officials.

3.2. Legal Consequences of Cancellation of Land Title Certificates for Good Faith Buyers

Land laws that do not provide strong protection for in-good faith buyers place the public, particularly middle-class individuals purchasing land for residential or investment purposes, in a highly vulnerable position. They not only suffer economic losses due to the loss of rights to legally purchased land, but also face psychological pressure and significant legal burdens. Uncertainty over land ownership status has led to a decline in public trust in the national legal system, particularly in land matters. In the long term, this situation could hamper the investment climate in the property sector and undermine government efforts to create legal certainty in the agrarian sector.

One urgent solution that needs to be implemented is strengthening regulations that explicitly protect buyers in good faith. This strengthening could take the form of additional norms within legislation, such as revising or further elaborating Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), as well as its implementing regulations. Furthermore, the development of a nationally integrated digital-based land registration system is crucial. This system must not only ensure transparency and public access to land data, but also have robust data

control and updating mechanisms to minimize the potential for disputes resulting from duplicate or outdated data.

In addition to regulatory and system reforms, it is also crucial to establish consistent jurisprudential norms for handling cases involving good faith buyers. Currently, there are no uniform ruling guidelines regarding legal protection for buyers, so decisions are highly dependent on the interpretation of individual judges. This inconsistency actually increases the scope for legal uncertainty. Therefore, the Supreme Court needs to provide clear jurisprudential direction and serve as a reference for lower courts. With strong regulations, a reliable land system, and consistent jurisprudence, it is hoped that public trust in land law can be restored and legal protection for good faith buyers can be implemented fairly and equitably.

These findings demonstrate the need for regulatory reform and consistent legal application, particularly in strengthening the legal standing of purchasers in good faith and improving the land registration system to ensure transparency and reliability as a basis for legal protection. Legal protection for purchasers in good faith is a crucial principle in the civil and agrarian legal systems, aiming to guarantee legal certainty and protect parties who conduct transactions legally and honestly (Kurniawan et al., 2021). The principle of bona fide purchaser implies that a purchaser who is unaware of any legal defects in the purchased object and has conducted the transaction in accordance with legal procedures deserves protection from legal losses. A comparative study by Mukasheva et al. (2022) shows that the legal systems in Kazakhstan and Germany position purchasers in good faith as legal subjects who receive maximum protection to maintain the stability of the land registration system.

In Indonesia, the land registration system adheres to the principle of *nemo plus iuris*, meaning that a person cannot transfer more rights than they already possess. This often conflicts with the protection of good faith buyers, particularly in cases of multiple certificates or disputed land. Almuniroh (2024) emphasized that in the Indonesian legal context, good faith buyers rely heavily on the evidentiary power of documents, particularly authentic deeds from Land Deed Officials (PPAT). Therefore, it is crucial for the legal system to strengthen the position of formal legal documents as evidence of legal protection.

Duplicate certificates are a phenomenon that seriously threatens legal certainty in the Indonesian land system. Legal certainty (*rechtszekerheid*), as stated by Gustav Radbruch, is one of the fundamental goals of law, alongside justice and expediency.¹⁶ In the context of land, legal certainty means there is a guarantee that land rights that have been registered and certified cannot be disputed by other

¹⁶Satjipto Rahardjo, 2014, *Legal Studies*, PT. Citra Aditya Bakti, Bandung, pp. 19-20.

parties, unless it can be proven otherwise through a valid legal mechanism. Land title certificates according to Article 19 paragraph (2) letter c of the UUPA and Article 32 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration are proof of rights that serve as strong evidence regarding the physical data and legal data contained therein. The publication system adopted by Indonesia is a negative publication system that contains positive elements, meaning that certificates issued by the state have strong evidentiary power but can still be sued if there is a party who can prove that he is the rightful owner.

The existence of multiple certificates will certainly cause problems that result in the lack of legal certainty, especially regarding who will be the subject or land owner who has the right to a plot of land that is the object of this dispute. The issuance of land certificates by the National Land Agency (BPN) is a legal act in the field of state administration where the BPN carries out its duties based on a set of implementing regulations, one of which is Government Regulation Number 24 of 1997 concerning Land Registration. The issuance of certificates carried out by the BPN is constitutive, namely a government administrative decision that has legal consequences. As a result of the law, the state guarantees and protects land certificate owners and everyone is obliged to respect this right.¹⁷

The resolution of overlapping certificate cases in order to achieve legal certainty will certainly be handed over to the authorized Judge, namely in this case the State Administrative Court Judge (PTUN), who will decide who has the right to the land or handed over to the authorized agency in this case the National Land Agency (BPN), which must be based on a field review of the disputed object, examination of witnesses, and evidence related to legal considerations relevant to the problem. The owner of the land certificate will feel secure about his rights, if: 1) There is a sense of security in having land rights; 2) Understand well what and how is expected from the registration; 3) There is a guarantee of accuracy in the system being carried out (accuracy); 4) Easy to implement (expedition); 5) With costs that are affordable for everyone who wants to register the land (cheapness) and future reach can be realized especially for the price of the land in the future (suitable).¹⁸

The issuance of duplicate certificates has legal consequences that are detrimental to legal certainty in several dimensions:¹⁹

¹⁷Soeleman Djaiz Baranyanan, 2024, "Cancellation of Land Ownership Certificates by the State Administrative Court at the Palembang State Administrative Court", Jurnal Capitan, Vol. 2 No. 1, p. 49

¹⁸AP Parlindungan, 2004, Land Registration in Indonesia, First Edition, Bandung, Mandar Maju, p. 10.

¹⁹Adrian Sutedi, 2010, Transfer of Land Rights and Their Registration, Sinar Grafika, Jakarta, pp. 108-110

First, dual certificates destroy the principle of objective legal certainty (*rechtzekerheid*) because they create two or more conflicting official state documents for the same object. This contradicts the purpose of land registration as stipulated in Article 3 of Government Regulation No. 24 of 1997, which states that land registration aims to provide legal certainty and legal protection to rights holders of a plot of land.

Second Duplicate certificates create subjective legal uncertainty for certificate holders. Although each party holds a formally valid certificate issued by an authorized agency, the existence of separate certificates for the same land creates uncertain ownership status. This situation creates anxiety and legal insecurity (*rechtsonzekerheid*) for well-intentioned rights holders.

Third, duplicate certificates violate the principle of *contradictoire delimitatie* or the principle of contradictory boundary determination as regulated in Article 17 and Article 19 of Government Regulation No. 24 of 1997. This principle requires that the land measurement and mapping process must be attended by the owners of adjacent land, so that there is no overlapping ownership. Violation of this principle results in a legal flaw in the certificate issuance process which can be used as a basis for cancellation. In judicial practice, the Supreme Court has issued decisions confirming the legal consequences of duplicate certificates. Supreme Court Decision Number 423 K/Pdt/2017 states that duplicate certificates issued for the same plot of land violate the principle of *contradictoire delimitatie* and are contrary to Article 32 of Government Regulation No. 24 of 1997, so that one or even both certificates can be canceled. This decision confirms that certificates issued with legal flaws have no legal force and must be canceled to restore legal certainty.

From the perspective of the national land law system, the rise in cases of duplicate certificates indicates structural weaknesses in Indonesia's land registration system. The land registration system, which still relies on negative publicity, creates loopholes for disreputable parties to apply for land registration that is actually registered in someone else's name. Weaknesses in the data verification system, the announcement of physical and legal data, and the oversight of certificate issuance are the main causes of duplicate certificate issuance.²⁰

A State Administrative Decision is a written decision issued by a State Administrative Agency or Official containing State Administrative legal actions based on applicable laws and regulations, which are concrete, individual and final in nature and have legal consequences for a person or civil legal entity.⁶ The

²⁰Wiwik and Defi Purnama Wati, 2025, "The Legal Consequences of Dual Certificates on Legal Certainty in Guaranteeing Legal Certainty and Protection for Land Ownership Rights," *Jurnal Media Akademik (JMA)*, Vol. 3 No. 11, p. 8

elements of a State Administrative Decision are as follows: a) Written decision; b) Issuance by a State Administrative Agency or Official; c) Contains State Administrative legal actions based on laws and regulations; d) Is concrete, individual and final in nature; e) Has legal consequences for a person or civil legal entity.²¹

When associated with land certificates, certificates issued by the National Land Agency (BPN) are addressed to a person or legal entity (concrete and individual) which will give rise to legal consequences of ownership of a plot of land that does not require further approval from superior agencies or other agencies. Land certificates are written decisions, so that the priority is the content of the certificate rather than the form of the decision issued by the State Administrative Agency or Official. The decision must be made in written form, but what is required to be written is not the formal form, the written requirement is required for ease in terms of proof. According to Philipus M. Hadjon based on Article 53 paragraph 2, the basis for testing the State Administrative Decision (KTUN), which is being contested is:²²

1. The challenged KTUN contradicts the prevailing laws and regulations. The explanation of this law outlines three definitions of "contradicting the prevailing laws and regulations," namely: Contradicting the provisions of formal procedural laws and regulations. Contradicting the provisions of material/substantial laws and regulations. Issued by an unauthorized State Administrative Agency or Official.
2. The State Administrative Agency or Official at the time of issuing the decision as referred to in paragraph 1 has used its authority for a purpose other than that for which the authority was granted.
3. The State Administrative Agency or Official, when issuing or not issuing a decision as referred to in paragraph 2, shall consider all interests related to the decision, which should not lead to the decision being taken or not taken. The explanation of this law states that the basis for this cancellation is often referred to as the prohibition on acting arbitrarily.

A certificate of land ownership is a state administrative decision, namely a decision of the National Land Agency or Official which is the decision of the Head of the Land Office and the purpose of the contents of the certificate is essentially to contain the type of rights, location/address of the land, land area, land boundaries,

²¹R. Wiyono, 2010, *State Administrative Court Procedure*, second edition, third printing, Jakarta, Sinar Grafika, p. 18.

²²Philipus M. Hadjon, 1993, *Lecturer in Indonesian Administrative Law*, First Edition, Gajah Mada University Press, Yogyakarta, pp. 319-320.

certificate number, measurement letter, and measurement certificate number and the writing is addressed to a person, group of people or legal entity as the holder of land rights.²³

The cancellation of a land sale and purchase deed through a District Court decision has a significant impact on the legal status of the land ownership in question. The land sale and purchase deed is the document that serves as the basis for the transfer of land ownership rights between the seller and the buyer. When a sale and purchase deed is canceled by the court, this means that the transaction previously considered valid under the law is no longer valid. This cancellation process can occur due to legal flaws found in the land sale agreement or execution, for example, fraud, disputed land, or the seller not having the legal right to sell the land.²⁴

4. Conclusion

State administrative legal protection for land buyers in good faith based on positive Indonesian law, the role of Notary/PPAT is also very important where Notary/PPAT in carrying out legal actions must act carefully before making a deed must examine all relevant facts in its considerations based on applicable regulations, examine all the completeness and validity of evidence or documents shown to Notary/PPAT and hear the statements or statements of the parties must be done as a basis for consideration to be made in the deed. Legal protection provided to buyers in good faith is where the buyer has the right to sue the seller for a refund of the purchase price if it turns out that the seller is not the original owner of the land. The ideal concept of legal protection for buyers in good faith is the existence of breakthrough court decisions that do not only depend on the buyer's own ignorance of the existence of legal defects in the transfer of his rights, but also emphasize the buyer's obligation to properly examine and examine the validity of the land he purchased before and during the sale and purchase.

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²³Adrian Sutedi, 2011, *Land Rights Certificate*, Sinar Grafika, Jakarta, p. 34

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