

Liability of The Heirs' Descendants for Land Certificates That Cannot Be Delivered After The Heirs Death (Decision Study: Number 2/Pdt.G/2025/Pn Wates)

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Abstract. *Heirs must be responsible for any default committed by the testator because the heirs receive and manage the inheritance left by the testator. The purpose of this study is to determine the heirs' descendant liability for land certificates that cannot be handed over after the testator's death. To resolve the legal liability of heirs' descendants for land certificates that cannot be handed over after the testator's death. This thesis is written using a normative juridical approach method, the research specifications are descriptive analysis, data sources consist of secondary data taken from primary legal materials, secondary legal materials, tertiary legal materials, data collection methods through literature studies and analysis techniques using qualitative. The results of the study show that the liability of the heirs' descendants for land certificates that cannot be handed over after the testator dies based on the theory of legal liability, is that the heirs' descendants are responsible for completing the transfer of rights (change of name), where the heirs are considered to continue the rights and obligations of the testator as regulated in Article 833 of the Civil Code, so that all heirs are fully responsible for fulfilling the sale and purchase agreement. One of the legal settlements for the heirs' derivative liability for land certificates that cannot be handed over after the testator dies is by filing a lawsuit with the Court as a form of preventive legal protection. Analysis of the theory of legal certainty on civil disputes Decision Number 2 / Pdt.G / 2025 / PN Wat shows that buyers in good faith are protected when the heirs default (break their promises) on the sale and purchase made by the testator, as long as the transaction is valid. The heirs are obliged to bear the testator's debts, and the judge's decision strengthens the initial agreement, ordering the heirs to bear the losses incurred in order to create legal certainty.*

Keywords: Accountability; Deceased Heirs; Heirs.

1. Introduction

Land holds significant economic value in Indonesian society and is frequently the subject of various legal transactions. One such transaction is the sale and purchase of land, which in practice frequently gives rise to legal disputes if one party fails to fulfill its obligations as stipulated in the agreement. The complexity of the issue increases when one of the parties to the agreement dies before the land transfer process is completed.¹

A Deed of Mutual Agreement (*lunas*) serves as a preliminary agreement between a prospective seller and a prospective buyer before the official sale and purchase takes place before a Land Deed Official (PPAT). A Deed of Mutual Agreement (*lunas*) plays a crucial role in binding the parties to refrain from engaging in transactions with third parties until the legal sale and purchase process is completed. However, in practice, Deeds of Mutual Agreement (*lunas*) often give rise to legal issues in the form of default, which can lead to uncertainty about land ownership.²

Default, also known as breach of promise, is a situation where one party fails to fulfill the agreed performance. Under Article 1243 of the Civil Code (KUHPerdata), the defaulting party may be required to compensate for costs, losses, and interest if they continue to fail to fulfill their obligations after being declared in default, or if the promised performance can only be carried out within a specified timeframe.³

The problem becomes more complex if one of the parties to the Sales and Purchase Agreement (PPJB) dies before the signing of the Deed of Sale and Purchase (AJB) before the Land Deed Official (PPAT). In the Indonesian civil law system, death results in the legal transfer of rights and obligations from the testator to their heirs. This is affirmed in Article 833 of the Civil Code, which states that heirs legally acquire rights and obligations over the testator's estate.⁴

The Wates District Court Decision Number 2/Pdt.G/2025/PN Wat is an interesting example to examine because it demonstrates the issue of default in a

¹Reza Bintang Prakosa, Haryo Luthfizildan, Ahmad Rais Imtiyaz, Analysis of Default in Land Sale and Purchase Agreements Involving Heirs: Case Study of North Jakarta District Court Decision Number 711/PDT.G/2023/PN JKT.UTR, Indonesian Legal Media (MHI), Dec 2025, Vol. 4, No. 1, p. 657

²Sitorus, A., "Default in Land Sale and Purchase Agreements in Indonesia," Journal of Law & Business, Vol. 12, No. 1, 2022, p. 55

³Simanjuntak, B., Analysis of Civil Decisions in Indonesia, Journal of Law and Development, Vol. 51, No. 2, 2021, p. 120.

⁴Jihaan Nabila Zula, "Transactions of Transfer of Rights to Land and/or Buildings in a Sales and Purchase Agreement (PPJB)," Unes Journal of Swara Justisia, Vol. 8, No. 2 (2024).

Deed of Mutual Agreement (lunas) involving heirs. In this case, HS, as the seller, died on September 27, 2024, while the sale and purchase agreement had been signed on April 7, 2016, before a notary. The heirs, as defendants, failed to fulfill their obligations to complete the process of transferring rights and registering the land to the ETS buyer.

This case demonstrates the importance of understanding the legal status of the Deed of Joint Agreement (paid in full), the concept of default in contract law, and the legal responsibility of heirs towards the obligations of the testator. The study of this decision also provides an overview of the judge's considerations in deciding cases of default involving heirs, as well as its legal impact on the implementation of land registration obligations as regulated in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration. Based on the decision in case number 2/Pdt.G/2025/PN Wat, the panel of judges ruled as follows:

1. Declaring that Defendant I, Defendant II, Defendant III, Defendant IV, Defendant V, Defendant VI, Defendant VII have committed an act of breach of contract;
2. Declaring that Defendant I, Defendant II, Defendant III, Defendant IV, Defendant V, Defendant VI, Defendant VII who are the Heirs of the late HS are legally responsible for losses arising from the breach of contract committed by the late HS towards the Plaintiff;
3. Sentencing the Defendants to pay material losses amounting to IDR 260,000,000.00 (two hundred and sixty million rupiah) to the Plaintiff;
4. Order the Co-Defendants to submit and comply with this decision;
5. Reject the Plaintiff's lawsuit for other than and beyond;
6. Granting the Plaintiff's claim in part;

In Indonesian civil law, the death of a person results in the legal transfer of rights and obligations from the testator to his or her heirs. According to Article 830 of the Civil Code, inheritance occurs only upon death, while Article 833 of the Civil Code stipulates that heirs legally acquire the testator's rights, receivables, and obligations towards other parties.

Article 1100 of the Civil Code stipulates that heirs who receive an inheritance share the obligations or burdens of the testator, including debts or obligations from an agreement that has not been completed. In the context of an obligation, if the testator dies before fulfilling his/her obligations, the heirs are obliged to continue or complete these obligations according to their respective portions. However, heirs have three options in receiving the inheritance, namely: accepting in full (*zuivere aanvaarding*) with the risk of bearing all the testator's

debts; accepting with limitation of responsibility (*beneficiaire aanvaarding*); or rejecting the inheritance (*verwerping*) if they do not wish to bear the testator's obligations.⁵

If the heir or beneficiary fails to fulfill their obligations as agreed, this may result in a breach of contract. In such circumstances, the counterparty has the right to demand the cancellation of the agreement in accordance with Article 1266 of the Civil Code, which states that every reciprocal agreement is legally considered void if one party fails to fulfill its obligations. This cancellation may be requested through a court decision and may be accompanied by a claim for damages, costs, and interest.⁶

Thus, the connection between the concept of inheritance law and the cancellation of a contract lies in the heir's responsibility for the testator's obligations. If the testator's obligations transferred to the heir are not fulfilled, the other party has legal grounds to request the cancellation of the contract and demand the fulfillment of their rights for losses arising from the breach.

2. Research Methods

The type of research used in writing this thesis is normative legal research, meaning that this legal research is carried out by examining library materials or secondary data.⁷ The type of research used in this thesis is descriptive. Descriptive legal research is explanatory in nature, aiming to obtain a complete picture (description) of a specific situation at a specific time, or of existing legal phenomena, or of specific legal research occurring in society.⁸

3. Results and Discussion

3.1. Liability of Heirs for Land Certificates that Cannot be Transferred After the Heirs Die

Responsibilities and Consequences for the Heirs in the Sale and Purchase Agreement in the Non-Execution of the Sale and Purchase Deed Due to Refusal from the Seller's Heirs

According to the law, responsibility is a consequence of a person's freedom regarding their actions related to ethics or morals in carrying out an

⁵Noormansyah, N., & Taupiqurrahman, T. "Application of the Balance Principle in a House Sale and Purchase Agreement as Legal Protection for Buyers Against Developer Default." *Journal of Notary Law*, Vol. 8, No. 1, (2023), p. 142

⁶Satino Sulastri, Yuliana Yli W., "Assistance on the Benefits of Land Registration for Land Rights Holders in Serang, *Community Service Journal*." *Community Service Journal*, Vol. 13, No. 2, (2022). P. 412

⁷Soerjono Soekanto and Sri Mamudji, 2003, *Normative Legal Research, A Brief Review*, Raja Grafindo Persada, Jakarta, p. 13

⁸*Ibid*, p. 63.

action.⁹ Furthermore, responsibility must have a basis, namely something that gives rise to a legal right for someone to sue another person and at the same time something that gives rise to a legal obligation for another person to provide accountability.

In general, the principles of responsibility in law can be distinguished as follows:¹⁰

a. The principle of liability based on fault

This principle is quite common in civil law, particularly Articles 1365, 1366, and 1367 of the Civil Code. Generally, this principle of liability is acceptable because it is fair for the wrongdoer to compensate the victim. In other words, it is unfair for an innocent person to compensate for the losses suffered by another.¹¹

b. The matter that needs to be explained in this principle is the definition of the subject of the perpetrator of the error, which in legal doctrine is known as the principle of vicarious liability and corporate liability.

Vicarious liability means that a company is responsible for losses to other parties caused by individuals or employees under its supervision. Corporate liability has the same meaning as vicarious liability. According to this doctrine, the institution that oversees a group of workers is responsible for the labor it employs.

According to civil law, liability is divided into two types: fault and risk. Thus, liability based on fault (liability without fault) and liability without known fault (liability without fault), also known as risk liability or strict liability.¹²

Based on the law of obligations, responsibilities are distinguished, namely:

1) legal responsibility due to contractual agreements/relationships (privacy of contract) as stated in Article 1338 and Article 1317 of the Civil Code.

2) Liability under law. Liability based on contractual relationships arises when there is a breach or violation of an agreement, while liability under law is liability based on an unlawful act.

If the original seller is an heir, then there must be a transfer of obligations from the heir to the deed of mutual agreement for sale and purchase. As previously explained, the obligations and rights of the heir are directly transferred and become the responsibility of the heirs. However, in this case, one of the heirs did not agree to execute the deed of sale, arguing that he was not included in the deed of mutual agreement for sale made by his parents. The provisions of Article

⁹Soekidjo Notoatmojo. "Health Ethics and Law", Jakarta: Rineka Cipta, 2010, p. 136.

¹⁰Celina Tri Siwi Kristiyanti, "Consumer Protection Law", Jakarta: PT. Sinar Grafika, 2008, p. 92.

¹¹Ibid. p. 93

¹²Ibid. p. 94

1318 of the Civil Code stipulate that the heirs should still execute the deed of sale and purchase.

In a breach of contract, the court must establish what the defendant has violated. Therefore, the legal responsibility of the buyer for breach of contract is in accordance with Article 1276 of the Civil Code, which essentially states:

- (1) fulfill and carry out loans,
- (2) fulfill the agreement accompanied by the obligation to pay compensation;
- (3) pay compensation;
- (4) cancel the agreement;
- (5) cancel the agreement with compensation.

The deed of mutual agreement for sale and purchase stipulates that once the buyer has fully paid for the land, the buyer and seller will proceed with the transfer of ownership by drafting a deed of sale and purchase before a PPAT (PPAT). Here, the buyer has fulfilled their obligations under the agreement, and therefore is entitled to receive their rights. While the seller has fulfilled their rights, they must fulfill their obligations regarding the transfer of ownership. However, the seller has passed away, and the obligations have been transferred to their heirs.

If the heirs do not agree to the deed of sale, resulting in the buyer experiencing losses and not fulfilling their rights, the seller is in breach of contract. The seller, as the heir, is obligated to continue the agreement because the heirs accept the testator's obligations under general title, meaning the testator's assets and liabilities become the heirs' responsibility.

The legal consequence of a seller's breach of contract is that the seller must pay compensation for any losses incurred due to the seller's delay in executing the deed of sale. This is in accordance with Article 1234 of the Civil Code, which stipulates that compensation for losses due to non-fulfillment of an obligation must be provided. In this case, the seller has failed to fulfill an obligation that should have been fulfilled when the buyer fulfilled its obligations.

1. Analysis of the Theory of Liability for Heirs' Derivatives of Land Certificates That Cannot Be Transferred After the Heirs' Death

Hans Kelsen's theory of legal responsibility, a concept related to the concept of legal obligation, is legal obligation. "That a person is legally responsible for a certain act or that he bears legal responsibility, the subject means that he is

responsible for a sanction in the event of a contrary act."¹³The theory of legal responsibility is a theory that analyzes the responsibility of legal subjects or perpetrators who have committed unlawful acts or criminal acts or related to civil law to bear costs or losses or carry out punishment for their mistakes or negligence. Hans Kelsen further divides responsibility into:¹⁴

- 1) Individual responsibility means that "an individual is responsible for the violations he/she commits himself/herself."
- 2) Collective liability means "that an individual is responsible for an offense committed by another individual"
- 3) Liability based on fault means "that an individual is responsible for violations that he/she committed intentionally and with the intention of causing harm."
- 4) Strict liability means that "an individual is responsible for violations he commits because they are unintentional and unforeseen."

According to Abdulkadir Muhammad, the theory of responsibility for unlawful acts (tort liability) is divided into several theories, namely:¹⁵

- 1) Responsibility for unlawful acts committed intentionally (internal tort liability) is that "the defendant must have acted in such a way that it harms the plaintiff or must have known that what the defendant did would result in a loss."
- 2) Responsibility for unlawful acts committed due to negligence (negligence tort liability) is "based on the concept of fault which is related to morals and law which are intermingled"
- 3) Absolute responsibility for unlawful acts without questioning fault (strict liability) is "based on the act, whether intentional or unintentional".

In accordance with the provisions of Article 1100 of the Civil Code, "heirs who receive an inheritance, whether by law or heirs by will, will receive all the rights and obligations of the heir, including all obligations of the guarantors, which are transferred to the heirs."¹⁶. In the provisions of this Article, the judge's decision to sentence the plaintiffs to be responsible for the breach of the agreement is to pay a sum of money in accordance with the sale and purchase price stated in the agreement.

¹³Hans Kelsen (Translated by Somardi), *General Theory of Law and State, Basics of Normative Legal Science as Descriptive-Empirical Legal Science*, Jakarta, BEE Media Indonesia, 2007, p. 81.

¹⁴Hans Kelsen, *Pure Legal Theory*, Nuansa & Nusa Media, Bandung, 2006, p. 140

¹⁵Abdulkadir Muhammad, *Indonesian Corporate Law*, Citra Aditya Bakti, Bandung, 2010, p.336.

¹⁶Apriliana Mart Siregar, *Settlement of Bad Debts with Personal Guarantees for Those Who Die Before Loan Repayment*, *Jurnal Wawasan Yuridika*, Vol. 4, 2020, p. 209.

The judge's decision by determining that the defendants must be responsible for the legal actions of the heir for the performance that was not carried out or that has been in breach of contract is appropriate if it is linked to the concept of responsibility or the theory of legal responsibility put forward by Hans Kelsen, namely "responsibility is closely related to obligations, these obligations arise because of the existence of legal rules that regulate giving obligations to legal subjects and legal subjects who are burdened with these obligations must carry them out as ordered by legal rules."¹⁷

The consequence of not carrying out obligations will result in sanctions, these sanctions are forced measures from legal regulations so that obligations can be carried out properly by legal subjects.¹⁸In the judge's analysis, because the heirs or defendants failed to fulfill their obligation to provide a certificate, the heirs or defendants must be subject to a monetary restitution sanction. According to Hans Kelsen, "the legal subject subject to the sanction is said to be responsible or legally accountable for the violation."¹⁹

Based on this concept, it can be said that "responsibility arises from the existence of legal regulations that impose obligations on legal subjects with the threat of sanctions if these obligations are not carried out."²⁰Such responsibility can also be said to be a legal responsibility, because it arises from the command of legal rules or statutes and the sanctions given are also sanctions stipulated by law, therefore the responsibility carried out by the legal subjects or defendants in the judge's decision is a legal responsibility that must be fulfilled by the defendants for the legal actions of the testator.

3.2. Legal Settlement of Heirs' Derivative Liability for Land Certificates That Cannot Be Submitted After the Heirs' Death

Legal Settlement for the Buyer in a Sale and Purchase Agreement in which the Sale and Purchase Deed is Not Executed Due to Refusal from the Seller's Heirs

Of course, buying and selling doesn't always go smoothly. Sometimes, unexpected circumstances arise. One example is in this case where one of the heirs obstructed the execution of the deed of sale. In this case, it can be said that the heir, who was named as the seller to replace the heir, was in breach of contract.

The deed of joint sale and purchase agreement is a type of preliminary agreement to the main agreement, namely the sale and purchase deed which

¹⁷Vina Akfa Dyani, Legal Responsibility and Legal Protection for Notaries in Making Party Acts, Jurnal Lex Renaissance, Vol. 2, 2017, p. 166.

¹⁸Ibid

¹⁹Ibid

²⁰Ibid

must be made before the Land Deed Official (PPAT). According to Herlien Budiono, a preliminary agreement is an agreement where the reason for making the preliminary agreement is completely dependent on another agreement, while a main agreement is an agreement which has an (independent) reason for the existence of the agreement. In the preliminary agreement there are promises that have been agreed by both parties to bind themselves to each other.

The deed of mutual agreement for sale and purchase is made in the form of an authentic deed made before a notary, signed by the seller and the buyer with the specified payment terms, in accordance with the provisions of Article 1234 of the Civil Code which states that every agreement is to give something, to do something, or to not do something. In the sense that the deed of mutual agreement for sale and purchase has strong legal force in evidence in court.

The buyer has the right to demand fulfillment of the seller's obligations. The obligation of the seller is to execute the transfer of ownership by drafting a deed of sale and purchase before a PPAT (PPAT) because the deed of mutual agreement stipulates that the sale and purchase will be completed upon completion of payment.

If, during the agreement process between the two parties, the seller dies after the buyer has fulfilled his obligations, inheritance is regulated in Book II of the Civil Code. This provision is set out in Article 584 of the Civil Code, which states that inheritance is a limited method for acquiring property rights, and that inherited objects constitute a fundamental element of ownership.

The buyer is protected from demanding performance, as their performance has been fulfilled. Meanwhile, Article 1381 of the Civil Code provides for the termination of an agreement due to payment. The buyer has paid the full price of the land as agreed in the deed of sale and purchase agreement.

Referring to Article 1243 of the Civil Code which explains that compensation for costs, losses and interest if a statement is not fulfilled, only becomes mandatory if the debtor, after being declared to have failed to fulfill his obligation, continues to fail to do so, or if what must be given or made can only be given or made within a time limit that has passed.

Good faith is so important that in negotiations or agreements between the parties, both parties will face a legal relationship, especially regarding good faith. Every party who makes and carries out an agreement must base it on good faith. Article 1338 paragraph (3) of the Civil Code states that all agreements must be carried out in good faith, meaning that in the actions and implementation of the agreement, the substance of the agreement must be observed based on strong trust or belief or the good will of the parties.

As explained above, the heirs have an obligation to carry out the agreement made by the heir with the buyer. The heirs are obliged to execute the sale and purchase deed which will be made before the PPAT in accordance with the promise made by the heir to the purchaser in the deed of joint sale and purchase agreement.

Legal protection for the buyer is that they have the power of proof from the notarized deed of sale and purchase agreement before the court. The buyer can file a lawsuit against the heirs for executing the deed of sale and purchase. The buyer has been disadvantaged by one of the heirs refusing to execute the deed of sale and purchase, as the land remains jointly owned by all the heirs.

Country Comparison

Malaysia shares a close relationship with Indonesia, as both countries share a land registration system that still places land title documents as a crucial element in the land administration process. In land inheritance cases, inheritance management is divided into small, large, and simple assets. Small assets, which include immovable property, are managed by the JKPTG (Amanah Raya Berhad), while large assets fall under the jurisdiction of the High Court through grants of probate or letters of administration. The inheritance distribution order can then be used to register changes in ownership at the land office.

In Malaysian law, heirs cannot immediately sell or transfer the land inherited from the heir. The authorized party is the personal representative, namely the executor if the heir leaves a will or administrator if the heir dies without a will. Without a grant of probate or letters of administration, land cannot be registered in the name of the executor of the inheritance, so the instrument of transfer to another party cannot also be registered. If a land title certificate or document is lost or unlawfully detained, the 1965 National Land Code recognizes the possibility of issuing a replacement document, with the support of a police report, sworn statement, and an official land search.

Australia, particularly New South Wales and Western Australia, offers a different example, as its system increasingly relies on land registers as the primary source of proof of title. In Western Australia, when the registered owner dies, the executor or administrator submits a transmission application to have their name entered on the register as administrator of the estate. This application can only be made after a grant of probate or letters of administration, and is supported by identity verification, court documents, and written statements if there are discrepancies between the testator's identity and the data on the register.

The Australian model is increasingly appealing because New South Wales abolished physical land certificates on October 11, 2021. After that date, old land certificates ceased to have legal effect, were no longer issued, and were no longer required for land transaction registration. The Torrens Title Register was

established as the primary source of truth regarding land ownership. Consequently, the issue of "untransferable certificates" no longer hindered registration, as proof of title was directed towards electronic registration, identity verification, and the authority of the party handling the transfer.

If one party in an agreement breaks a promise or fails to fulfill its obligations, then the interests of that party are violated. This requires the law to protect the interests of those parties whose interests are harmed. This liability arises from a violation by one party to a contract.

As a basis for a lawsuit for breach of contract, to request legal responsibility as a result of one of the parties not carrying out the obligations stated in the Sales and Purchase Agreement, this can be done through non-litigation or out-of-court dispute resolution and litigation resolution or through the general court process.

Alternative Dispute Resolution (ADR) is a civil dispute resolution that sets aside litigation dispute resolution based on the good faith of the parties.²¹

In addition to pursuing non-litigation processes, the injured party in a dispute can also take legal action through litigation to obtain their rights as stated in the Sales and Purchase Agreement (PPJB). According to the book "Dispute Resolution Law" by Dr. Frans Hendra Winarta, SH, MH, litigation is a conventional method in the business world to resolve disputes, such as in trade, banking, mining projects, oil and gas, energy, infrastructure, and so on. The litigation process involves opposing parties. Litigation is also considered a last resort (*ultimum remedium*) after alternative dispute resolution efforts have failed.²²

Dispute resolution through litigation has advantages and disadvantages. The court process typically produces adversarial decisions that fail to address the common good, as it typically results in a win-win solution. As a result, some parties are satisfied while others feel defeated, which can lead to new problems between the disputing parties. Furthermore, litigation is often slow due to the lengthy time and uncertain costs.

Protected from the enactment of the provisions of Article 1338 paragraph (1) of the Civil Code regarding the principle of freedom of contract and binding of agreements, the aggrieved party in an effort to obtain their rights from an agreement can choose to force the other party to fulfill the agreement, if this can still be done, or demand cancellation of the agreement, with compensation for costs, losses and interest. Based on the provisions of Article 1267 of the Civil

²¹Ros Angesti Anas Kapindha, et al, Effectiveness and Efficiency of Alternative Dispute Resolution (ADR) as a Way to Resolve Business Disputes in Indonesia, Private Law, Volume 12 Number 4 of 2014.

²²Frans Hendra Winarta, Indonesian National and International Arbitration Dispute Resolution Law, Sinar Grafika, Jakarta, 2012, pp. 1-2

Code, the developer can sue the developer in the form of fulfilling the developer's achievements, compensation, cancellation of the agreement, fulfillment of achievements accompanied by compensation or cancellation of the agreement accompanied by compensation. Thus, the aggrieved party has the right to demand a combination of fulfillment (nakoming), compensation (vervangede vergoeding), dissolution, termination, or cancellation (ontbinding), fulfillment plus complementary compensation (nakoming en anvullend vergoeding), or dissolution plus complementary compensation.²³

Of the available legal remedies, the parties chose litigation. Initially, the Plaintiff attempted a non-litigation solution by sending a notification letter urging the Defendant to fulfill its obligations. However, the Defendant/Appellant did not respond to the letter, so the Plaintiff chose litigation by filing a lawsuit against the Defendant/Appellant in court.

Litigation is preferred because in litigation, the final decision is made by a judge based on the law and evidence presented in court. The judge's decision is final and binding on all parties to the dispute. Furthermore, litigation is a process of resolving legal disputes in court that can create legal certainty.

According to the theory of legal certainty, the legal system must create clarity, transparency, and consistency in the application of the law to protect the rights and provide justice for every individual. In the context of litigation, legal certainty ensures that the legal process will proceed according to clear procedures, and that the decisions made will be fair, binding, and predictable. Legal certainty, in turn, also supports an effective dispute resolution process. This is essential to ensure that the rights of all parties are respected and that justice can be achieved within the legal system.

The theory of legal certainty also provides a crucial foundation for litigation, as without clear legal certainty, the litigation process can be ineffective and create uncertainty. Conversely, the litigation process itself can strengthen legal certainty by issuing valid and binding decisions. In this context, legal certainty and litigation work together to achieve justice, social stability, and protect the rights of every individual involved in a legal dispute.

Based on the theory of legal certainty, the parties, particularly the plaintiff, chose litigation as a means of resolving breaches of contract. This is because litigation guarantees a final and binding decision. Court decisions provide clear legal certainty regarding the rights and obligations of each party. Once a decision is rendered, the losing party is obligated to comply, and there is little opportunity to overturn the decision except through legitimate legal remedies such as an appeal or cassation.

²³Anda Setiawati, Op.Cit., pp. 6-7

An analysis of the legal certainty theory regarding civil disputes in Decision Number 2/Pdt.G/2025/PN Wat shows that a buyer in good faith is protected when the heirs default (break their promises) on a sale and purchase made by the testator, as long as the transaction is valid. The heirs are obliged to bear the testator's debts, and the judge's decision upholds the initial agreement, ordering the heirs to bear the losses incurred to create legal certainty.

4. Conclusion

Based on the research results and discussion above, the following conclusions can be drawn: 1. The liability of the heirs' descendants for land certificates that cannot be handed over after the testator dies, based on the theory of legal liability, is that the heirs' descendants are responsible for completing the transfer of rights (change of name), where the heirs are deemed to continue the rights and obligations of the testator as regulated in Article 833 of the Civil Code, so that all heirs are fully responsible for fulfilling the sale and purchase agreement. 2. The legal settlement of the heirs' derivative liability for land certificates that cannot be handed over after the testator's death, one of which is by filing a lawsuit with the Court as a form of preventive legal protection. Analysis of the theory of legal certainty on civil disputes Decision Number 2/Pdt.G/2025/PN Wat shows that buyers in good faith are protected when the heirs default (break their promises) on the sale and purchase made by the testator, as long as the transaction is valid. The heirs are obliged to bear the debts of the testator, and the judge's decision strengthens the initial agreement, ordering the heirs to bear the losses incurred in order to create legal certainty.

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