

## The Urgency of the Role of Officials Making Land Deeds in the Protection of Disputed Land Buyers

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**Abstract.** *The Indonesian state is basically a constitutional state, guaranteeing the recognition, respect and protection of land ownership rights. However, this is not going well in reality, this is due to the legal culture of the people who often do not heed existing laws. This situation can be seen in various kinds of land disputes between buyers and sellers or buyers with third parties related to the land seller. The role of the Notary/PPAT required has not been able to be realized optimally. This article uses the empiric method. Based on the studies conducted, it can be seen that the role of the Notary/PPAT in protecting disputed land buyers in Kendari City is currently not optimal.*

**Keywords:** Buyer; Disputed; Protection.

### 1. Introduction

Land disputes are unavoidable nowadays, this is due to the very high demand for land nowadays while the number of land parcels is limited.<sup>1</sup>This requires improvements in the field of land management and use for the welfare of society and especially related to the issue of legal certainty in guaranteeing someone's property rights over a plot of land.<sup>2</sup>The existence of land disputes is basically caused by dominant factors in the form of:<sup>3</sup>

#### 1. Incomplete regulations;

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<sup>1</sup>Abdurrahman, 1995, Distributed Thoughts Regarding Agrarian Law, Alumni, Bandung, p. 85.

<sup>2</sup>Ferri Adhi Purwantono and Akhmad Khisn, "Juridical Review of the Implications of a Family Sale and Purchase Agreement Made by a Notary on the Position of Heirs", Journal of Deeds, Vol 5 No 1, 2018, p. 97-98.

<sup>3</sup>Maria SW Sumardjono, 2008, Land Dispute Mediation Potential Application of Alternative Dispute Resolution (ADR) in the Land Sector, Kompas Gramedia Publisher, Jakarta, p. 38.

2. Regulatory non-compliance;
3. Land officials who are not responsive to the needs and the amount of land available;
4. Inaccurate and incomplete data;
5. Incorrect land data;
6. Limited human resources tasked with resolving land disputes;
7. Erroneous land transactions;
8. The act of the applicant for the right, and
9. There are settlements from other agencies, resulting in overlapping authorities.

The causes of land disputes in general in Indonesia can be grouped into 4 problem classifications, namely problems related to:<sup>4</sup>

1. Acknowledgment of ownership of land;
2. Transfer of land rights;
3. encumbrance of rights; And
4. Occupation of former private land.

The various factors that cause land dispute issues above indicate that there is a need for the role of a Notary, especially related to inaccurate and incomplete data issues, erroneous land data, and erroneous land transactions. The issue of land disputes is a sociological aspect which is a problem inherent in the continuity of the protection of land rights within the framework of the national land administration law.

Land disputes often occur in the sale and purchase of land and the process of transferring land rights either before or after the transfer of land rights occurs. This situation often results in losses for the buyer who is not aware of a dispute over the land he has purchased. This can be seen in the land ownership case of PT. Bumi Arum Lestari in Kendari City which will be made a Subsidized Housing Area. It is known that PT. Arum Lestari bought the land located at Jl. Brigadier

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<sup>4</sup>Abdurrahman, 1995, Distributed Thoughts Regarding Agrarian Law, Alumni, Bandung, p. 85.

General M. Katamso, Baruga Village, Baruga District, Kendari City with an area of 20,000 m<sup>2</sup>. The land is known by PT. Bumi Arum Lestari is owned by Agustinus Budi Santoso. In its development, it turned out that the land was owned by Budi Santoso, because he felt that the land was in JI. Brig. PT. Bumi Arum Lestari and do not agree to the construction of a subsidized housing area on the land. On this matter PT. Bumi Arum Lestari feels disadvantaged because PT. Bumi Arum Lestari has paid in full the cost of selling the land in JI. Brigadier General M. Katamso, Baruga Village, Baruga District, Kendari City with an area of 20,000 m<sup>2</sup>.<sup>5</sup>

This clearly requires the participation of a Notary, especially as a party capable of providing knowledge and information regarding a dispute over a plot of land to which the ownership rights are to be transferred. It can be known that one of the Notary's powers is to conduct legal counseling related to the deed he will make, including deeds related to ownership of a plot of land, this can be explicitly found in the provisions of Article 15 of the Law of the Republic of Indonesia Number 2 of 2014 concerning Amendment to Act No. 30 of 2004 Concerning the Position of Notary. Legal counseling conducted by a notary is part of the development of national law through the dissemination of certain laws and regulations to increase public legal awareness in obtaining justice to carry out their rights and obligations in making authentic deeds. The notary only provides counseling to clients who will make the deed only for him. Notary legal counseling can be carried out by providing a correct understanding of the laws and regulations related to the deed desired by the parties (appearers). The notary must explain the contents of the deed that has been made, because not everyone who makes the deed can understand the contents of the deed properly. Notaries do not receive honorarium in providing legal counseling to clients. The main basis for legal counseling is the 1945 Constitution of the Republic of Indonesia, which states that the State of Indonesia is based on law and not based on power. One of the most important provisions related to legal counseling is Article 27 Paragraph (1) which reads, that "all citizens have the same position before the law and the government is obliged to uphold the law with no/no exceptions".

The existence of the role of a Notary as a unit of efforts to prevent land disputes is currently not visible and cannot be felt in a real way. The reason is that in 2022 there are around 50 complaints of disputes over land ownership to the Kendari City National Land Agency office,<sup>6</sup> where according to the Kendari District Court's official website page there are around 10 decisions related to land

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<sup>5</sup>Polemic over PT. Bumi Arum Lestari in Kendari City, accessed via <https://haluanrakyat.com/polemik-kepemilikan-lahan-direktur-pt-bumi-arum-lestari-tegaskan-hal-ini>, on December 12, 2022.

<sup>6</sup>Interview with Herman Saeri as *Head* Regional Office (Kanwil) of the National Land Agency (BPN) on 12 March 2022.

disputes.<sup>7</sup>Based on the various facts that exist, it is found that the role of a notary as a party who is obliged to carry out legal counseling regarding the existence of rights and obligations in matters of land disputes is not evident.<sup>8</sup>In its development, notaries have become mediators in disputes related to notary disputes, this is a development of the notary's authority as a notary law extensionist. In its development, this has not yet had legal certainty considering that the UUJN does not explicitly state that a mediator is one of the notary's powers, however, the UUJN also does not contain a prohibition against notaries becoming mediators, and it is known that a mediator is also not a position that includes the State Civil Apparatus. This should have been initiated so that any land disputes can be resolved optimally and inexpensively through mediation of land disputes where the mediator is a Notary who is proficient in land law and is a BPN partner who is recognized by the current law.

## 2. Research Methods

The type of research used in this research is sociological or empirical legal research which includes legal identification and legal effectiveness, empirical legal research is legal research in which data is obtained through primary legal data or data obtained directly in the community.<sup>9</sup>

## 3. Result and Discussion

### 3.1. The Role of Officials Making Land Deeds in Protecting Disputed Land Buyers in Kendari City Today

The existence of the PPAT's role as a unitary effort to prevent the problem of loss of land buyers due to the dishonesty of land sellers regarding the status of land which is still in a state of dispute is currently not visible and cannot be felt in a real way. The reason is that in 2022 there will be around 50 land sale and purchase disputes that are detrimental to buyers,<sup>10</sup>Based on the various facts that exist, it is found that the role of a Notary as a party who is obliged to conduct legal counseling related to the existence of rights and obligations in disputes over the sale and purchase of disputed land is not

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<sup>7</sup>[http://sipp.pn-kendari.go.id/list\\_perkara/type/Rm92VEJvT1kwTGIRd1JCNXIMSvZUdFBsSS9BamdhM1BZTjZ6K2U4MzMwRmZKamRZM2ZoNOFPYmNBbHpPejBEV2xmeTdOejF6OExJNkkrS0V6cW85KOE9PQ=](http://sipp.pn-kendari.go.id/list_perkara/type/Rm92VEJvT1kwTGIRd1JCNXIMSvZUdFBsSS9BamdhM1BZTjZ6K2U4MzMwRmZKamRZM2ZoNOFPYmNBbHpPejBEV2xmeTdOejF6OExJNkkrS0V6cW85KOE9PQ=), accessed December 12, 2022.

<sup>8</sup>Interview with Herman Saeri as *Head* Regional Office (Kanwil) of the National Land Agency (BPN) on 12 March 2022.

<sup>9</sup>Mukti Fajar and Yulianto Achmad, 2010, *Dualism of Legal Research: Normative and Empirical*, Student Library, Yogyakarta, p. 153-154.

<sup>10</sup>Interview with Herman Saeri as *Head of BPN Kendari City Office* on March 12, 2022.

evident.<sup>11</sup>Notary/PPAT is only limited to administrative services for making deeds related to making land certificates. Meanwhile, regarding the data and position of the land to be purchased, the Notary/PPAT does not actively provide knowledge to the buyer regarding the position of a land which is in a state of dispute. This has clearly damaged the notary's function as a legal extension agent.

In its development, notaries/PPATs have become mediators in disputes related to notary disputes, this is a development of the notary's authority as a notary law extensionist. In its development, there is no legal certainty considering that UUJN does not explicitly state that a mediator is one of the authorities of a Notary/PPA, however, UUJN also does not contain a prohibition on Notaries becoming mediators, and it is known that a mediator is also not a position that includes Civil Apparatuses. Country.

This shows that the Notary/PPAT has an obligation to carry out legal protection in which legal protection is an effort to protect the rights of the parties who appear before the Notary based on statutory rules related to the rights of the parties. However, on the other hand, there is no clear provision regarding the role of the Notary/PPAT as the party responsible for preventing disputes during the implementation of land buyer protection.

The notary/PPAT can prevent problems with execution arrangements through counseling and providing information regarding rights and responsibilities between land buyers and sellers. This can also prevent misuse of circumstances by buyers, especially regarding information related to land status. More than that, the Notary/PPAT should also be able to become a mediator in matters of land sale and purchase disputes. Through proof and legal studies regarding the status of land ownership and position.

### **3.2. Obstacles in Implementing the Role of Officials Making Land Deeds in the Protection of Disputed Land Buyers in Kendari City Today**

#### **a. Obstacles to Community Legal Culture**

Apart from that, people often do not pay attention to the importance of an authentic agreement deed made by the Land Deed Official in carrying out the sale and purchase. This is largely due to the large budget. Even though an authentic deed has the function of strengthening proof of ownership of objects including land, and can also be used as evidence when there is a dispute over the object of ownership of objects, this is in accordance with Article 1867 of the Civil Code which reads: "Evidence in writing is carried out with authentic writing

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<sup>11</sup>Interview with Hana Prisca as Notary/PPAT in Kendari City on March 12, 2022.

(deeds) or with writings (deeds) under the hand ". Sale and purchase of land is often carried out on the basis of mutual trust so that the existence of an authentic deed is often ignored.<sup>12</sup>

Besides that, the honesty of a seller towards the land object he is selling is also often sidelined. This is often in the form of the status of land that is sold, often in conditions of dispute, most of which are related to inheritance disputes. Buyers who lack knowledge regarding efforts to obtain information about land are often tricked into buying disputed land, which in the end the buyer also has to pay court fees related to the status of the land he has purchased.<sup>13</sup>

Then buying and selling land often does not pay attention to the balance between the rights of buyers and sellers. The formulation of article 1517 of the Civil Code states: "If the buyer does not pay the purchase price, the seller can demand cancellation of the purchase according to the provisions of articles 1266 and 1267". As an essential thing in buying and selling, in line with the seller's right not to hand over the object before it is paid for, the buyer should also be given the right that he is not obliged to pay if he cannot own and control and use and enjoy the purchased object safely and serene, unless it has been released by him.

As regulated in article 1516 of the Civil Code which states: "If the buyer, in his control, is disturbed by a lawsuit based on a mortgage or a claim to reclaim his goods, or if the buyer has reason to worry that he will be disturbed in his control, then he can defer payment of the purchase price, until the seller has stopped the interference, unless the seller chooses to provide a guarantee or if it has been agreed that the buyer is obliged to pay even with all the interruptions. In article 1491 in conjunction with article 1492 of the Civil Code it is more emphasized and states that the guarantee that is the obligation of the seller to the buyer is to guarantee 2 things, namely:

a) With the decision of the District Court ("PN") declaring the sale and purchase null and void, the sale and purchase agreement is deemed to have never existed and has no legal consequences from the start. If the PN's decision has permanent legal force, then the decision can only be executed. Thus, all obligations such as payments must be returned in full to return to their original state as if there had never been a sale or purchase. For that, your money should be returned in the amount you paid.

b) If the money that is the right of the buyer is not returned, while there has been a decision from the PN that the sale and purchase is null and void, then all

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<sup>12</sup>Urip Santoso, *Agrarian Law Comprehensive Study*, Jakarta: Kencana, 2012, p. 12.

<sup>13</sup>Loc, cit.

forms of obligations (payments) that have occurred are also canceled and must be returned. After the decision has permanent legal force, the step you can take is to submit a request for execution to the District Court that decided the case.

c) If the execution of the decision has not yet been carried out, then you can report the seller and his children who agree to the sale to the police based on Article 216 paragraph (1) of the Criminal Code ("KUHP"). The official referred to in the article refers to Article 92 of the Criminal Code, one of which is a judge. Thus, because the decision is a judge's decision, if there are parties who do not obey and implement the decision, they can be punished based on Article 216 paragraph (1) of the Criminal Code.

So, the buyer can file criminal charges against the seller and his children who agree to the sale if the seller still does not carry out the decision after submitting an application for execution to the District Court who decided the case. The Purchase Agreement (PPJB) made before a notary is an authentic deed (vide: Article 1868 of the Civil Code). In relation to the authentic deed, Article 1870 of the Civil Code has confirmed that the deed made before a notary has perfect evidentiary power. Meanwhile, the quote is as follows, Article 1870 of the Civil Code "An authentic deed provides between the parties and their heirs or those who have rights from them, a perfect proof of what is contained therein." For information, a PPJB is an agreement made by a prospective seller and a prospective buyer of a land/building as an initial binding before the parties make a Sale and Purchase Deed (AJB) before the Land Deed Making Officer (PPAT). Usually the PPJB will be made by the parties because there are conditions or conditions that must be carried out first by the parties before carrying out the AJB before the PPAT. Thus PPJB cannot be equated with AJB which is proof of the transfer of land/building rights from the seller to the buyer.<sup>14</sup> This can be done by the party if there is indeed something that is disputed by the parties in an agreement or with other parties who have rights from the PPJB. Thus, if there are other parties outside of the PPJB parties, who are being sued in the case, the plaintiff must be able to prove that there is a legal relationship between the plaintiff and parties outside the said PPJB. This is in line with the Permanent Jurisprudence of the Supreme Court through Supreme Court Decision No. 4 K/Rup/1958 dated December 13, 1958, which has the following legal rules "to be able to sue someone before the court is an absolute requirement that there must be a legal dispute between the two parties in the case".

In addition, considering that the time span since the PPJB was made until the case is rolling in court has not exceeded the expiration period determined by law

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<sup>14</sup>Boedi Harsono, Indonesian Agrarian Law, History of the Formation of the UUPA, Contents and Implementation Volume 1, Jakarta: Djangan, 11th printing (revised edition), 2007, p. 5.

for prosecution, namely for 30 (thirty) years, as stipulated in Article 1967 of the Civil Code, which reads as follows:

All lawsuits, both material and personal, are nullified because they expire with the passage of thirty years, while those who indicate the existence of such an expiration do not need to demonstrate a basis of rights, moreover, a countermeasure cannot be brought against them based on bad faith. .

PJB is an agreement between the seller to sell his property to the buyer made with a notarial deed. PJB can be made for certain reasons such as the payment of the sale and purchase price has not been paid and the taxes that arise due to the sale and purchase have not been paid. There are two types of PJB, namely paid PJB and non-paid PJB. A PJB is made in full if the sale and purchase price has been paid in full by the buyer to the seller but the AJB cannot be implemented, because, among other things, the sales and purchase taxes have not been paid, the certificate is still being processed and so on. The PJB articles state when AJB will be implemented and the requirements. The PJB paid off also includes the power of attorney from the seller to the buyer to sign the AJB, so that the signing of the AJB does not require the presence of the seller. General PJB is carried out for transactions on buying and selling objects that are outside the work area of the notary or PPAT concerned. Based on the PJB in full, AJB can be made before the PPAT at the location where the object is located. Unpaid PJB, made if payment of the sale and purchase price has not been paid in full by the seller. In the non-paid PJB articles, at least it states the amount of down payment paid at the time of signing the PJB deed, the method or term of payment, when the settlement will be made and the agreed sanctions if one of the parties defaults. Unpaid PJB must also be followed up with AJB at the time of settlement.

The various issues above are clearly contradictory Article 3 of Act No. 8 of 1999 concerning Consumer Protection which states that:

Consumer protection aims:

(1) increase consumer awareness, ability and independence to protect themselves;

(2) elevating the dignity of consumers by preventing them from negative excesses in the use of goods and/or services;

(3) increase consumer empowerment in selecting, determining, and demanding their rights as consumers;

(4) creating a consumer protection system that includes elements of legal certainty and information disclosure as well as access to information;



(5)growing awareness of business actors regarding the importance of consumer protection so that honest and responsible attitudes grow in doing business;

(6)improve the quality of goods and/or services that guarantee the continuity of the business of producing goods and/or services, health, comfort, security and consumer safety.

Then it also violates Article 8 of Act No. 8 of 1999 concerning Consumer Protection which states that:

(1)Business actors are prohibited from producing and/or trading goods and/or services that:

a. do not meet or do not comply with the standards required and provisions of laws and regulations;

b. not in accordance with the net weight, net or net content, and the amount in the count as stated on the label or label of the said goods;

c. does not match the size, measure, weight and amount calculated according to the actual size;

d. not in accordance with the conditions, guarantees, features or efficacy as stated in the label, etiquette or description of the goods and/or services;

e. not in accordance with the quality, grade, composition, processing, style, mode, or certain uses as stated on the label or description of the said goods and/or services;

f. does not comply with the promise stated in the label, etiquette, description, advertisement or sales promotion of said goods and/or services;

g. does not state the expiry date or period for the best use/utilization of certain goods;

h. do not comply with the provisions of halal production, as stated in the "halal" statement on the label;

i. does not put a label or make an explanation of the goods containing the name of the goods, size, net or net weight/content, composition, rules for use, date of manufacture, side effects, name and address of the business actor and other information for use which according to the provisions must be installed/made ;

j. does not include information and/or instructions for using the goods in the Indonesian language in accordance with the provisions of the applicable laws and regulations.

(2) Business actors are prohibited from trading damaged, defective or used, and tainted goods without providing complete and correct information on the goods in question.

(3) Entrepreneurs are prohibited from trading damaged, defective or used and contaminated pharmaceutical and food preparations, with or without providing complete and correct information.

(4) Business actors who commit violations in paragraphs (1) and (2) are prohibited from trading the said goods and/or services and are required to withdraw them from circulation.

Then it also violates Article 9 of Act No. 8 of 1999 concerning Consumer Protection which states that:

(1) Business actors are prohibited from offering, promoting, advertising goods and/or services incorrectly, and/or as if:

a. the said goods meet and/or have a discounted price, a special price, a certain quality standard, a certain style or fashion, certain characteristics, a certain history or use;

b. the goods are in good condition and/or new;

c. the goods and/or services have obtained and/or have sponsors, approvals, certain equipment, certain benefits, work characteristics or certain accessories;

d. the goods and/or services are made by companies that have sponsors, approvals or affiliations;

e. the goods and/or services are available;

f. the goods do not contain hidden defects;

g. said goods are accessories of certain goods;

h. the goods come from a certain area;

i. directly or indirectly denigrate other goods and/or services;

j. using exaggerated words, such as safe, harmless, no risk or side effects without complete information;

k. offer something that contains an uncertain promise.

(2) Goods and/or services as referred to in paragraph (1) are prohibited from being traded.

(3) Business actors who violate paragraph (1) are prohibited from continuing to offer, promote and advertise the said goods and/or services.

Then it also violates Article 11 of Act No. 8 of 1999 concerning Consumer Protection which states that:

Business actors in terms of sales made through sales or auctions are prohibited from deceiving/misleading consumers by:

a. declare the goods and/or services as if they have met certain quality standards;

b. declare the goods and/or services as if they do not contain hidden defects;

c. does not intend to sell the goods offered but with the intention to sell other goods;

d. does not provide goods in a certain quantity and/or sufficient quantity with the intention of selling other goods;

e. does not provide services in a certain capacity or in sufficient quantity with the intention of selling other services;

f. increase the price or tariff of goods and/or services before conducting a sale.

Furthermore, it also violates Article 12 of Act No. 8 of 1999 concerning Consumer Protection which states that:

Business actors are prohibited from offering, promoting or advertising goods and/or services at a special price or rate within a certain time and amount, if the business actor does not intend to do so according to the time and amount offered, promoted or advertised.

Then it also violates Article 13 of Act No. 8 of 1999 concerning Consumer Protection which states that:

(1) Business actors are prohibited from offering, promoting or advertising goods and/or services by promising to give gifts in the form of other goods and/or services for free with the intention of not giving them or not giving them what they promised.

(2) Business actors are prohibited from offering, promoting or advertising medicines, traditional medicines, food supplements, medical devices and health services by promising to give gifts in the form of other goods and/or services.

This also contradicts Article 14 of Act No. 8 of 1999 concerning Consumer Protection which states that:

Business actors in offering goods and/or services that are intended to be traded by giving prizes by lottery, are prohibited from:

- a. do not make prize withdrawals after the promised time limit;
- b. not announcing the results through the mass media;
- c. giving gifts not in accordance with what was promised;
- d. replace prizes that are not equivalent to the value of the prizes promised.

Furthermore, this issue also contradicts Article 15 of Act No. 8 of 1999 concerning Consumer Protection which states that "business actors in offering goods and/or services are prohibited from doing so by coercion or other methods that can cause physical or psychological disturbance to consumers." "

Then this also contradicts Article 16 of Act No. 8 of 1999 concerning Consumer Protection which states that:

Business actors in offering goods and/or services through orders are prohibited from:

- a. not fulfilling the order and/or the agreed turnaround time as promised;
- b. does not keep a promise for a service and/or achievement.

Then it also contradicts Article 17 of Act No. 8 of 1999 concerning Consumer Protection which states that:

(1) Advertising business actors are prohibited from producing advertisements that:

- a. deceive consumers regarding the quality, quantity, ingredients, uses and prices of goods and/or service rates as well as the timeliness of receiving goods and/or services;
- b. deceive the guarantee/guarantee for goods and/or services;
- c. contains false, incorrect or inaccurate information regarding goods and/or services;
- d. does not contain information regarding the risks of using goods and/or services;
- e. exploit events and/or people without the permission of the authorities or the approval of the person concerned;
- f. violating ethics and/or statutory provisions regarding advertising.

(2) Advertising business actors are prohibited from continuing the circulation of advertisements that have violated the provisions in paragraph (1).

This clearly also contradicts the mandate of the Second and Fifth Precepts of Pancasila as well as the Fourth Paragraph of the Preamble of the 1945 Constitution of the Republic of Indonesia, and Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia. Basically Pancasila mandates a balance of justice in the politics of land law. The various values contained in the five precepts of Pancasila in its development are concretized in the goals of the state which are contained in the Fourth Paragraph of the Preamble to the 1945 Constitution of the Unitary State of the Republic of Indonesia. The Preamble to the Fourth Paragraph of the Preamble to the 1945 Constitution of the Unitary State of the Republic of Indonesia states that:

1. Protecting the whole nation and all of Indonesia's bloodshed;
2. Promote general Welfare;
3. Enrich the life of a nation;
4. Participate in carrying out world order, based on freedom, eternal peace and social justice.

So it is also clear that legal politics must be based on the four principles contained in the Fourth Paragraph of the Preamble to the 1945 Constitution of

the Unitary State of the Republic of Indonesia. In this regard, Mahfud MD stated that:<sup>15</sup>

In the context of legal politics it is clear that law is a "tool" that works within a certain "legal system" to achieve the state's "goals" or the "ideals" of the Indonesian people. Therefore, the discussion regarding the politics of national law must be preceded by an affirmation of the goals of the state.

Based on the opinion of Mahfud MD, it is clear that Pancasila is the basis and source of all sources for national legal politics. This is because Pancasila and the Preamble to the 1945 Constitution of the Unitary State of the Republic of Indonesia contain various ideals of the Indonesian people which are *rechtsidee*, namely creating a country that is capable of creating social justice based on the moral values of Godhead, humanity, unity through democracy, not mutual cooperation through western democracies. This includes the politics of national land law.

The existence of a wrong legal culture in buying and selling land which in the end is detrimental to land buyers has far contradicted the mandate of Pancasila and the 1945 Constitution of the Republic of Indonesia.

#### **b. Law Enforcement Obstacles**

The inactivity of the National Land Agency and Notaries in various regions in conducting socialization often makes buyers not understand the path to take when there is fraud related to land objects and there are land disputes that they buy. In addition, there is no special institution tasked with supervising supervision related to legal violations of the rights of land buyers in buying and selling land so far.<sup>16</sup>

#### **c. Obstacles in the Lack of Oversight of Violations of Land Purchase Agreements**

Basically, the position of the rights of the buyer and seller as well as the interests and obligations of the buyer and seller are clearly regulated in the land sale and purchase agreement deed. However, in its development, not all buying and selling is carried out by making authentic deeds. Even if a deed of sale and purchase is made, violations related to the honesty of the seller regarding information on the condition of the land are not able to guarantee that all the rules in the deed of sale and purchase agreement are carried out. So there is a need for clear supervision regarding this issue.

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<sup>15</sup>Ibid., p. 17.

<sup>16</sup>Interview with Andy Aulia Jusman as Notary/PPAT in Kendari City on 2 February 2023.

So far, there has been no institution or system that is able to oversee violations that occur in land sale and purchase agreements that can harm the buyer. Such circumstances often make the irresponsible seller not pay attention to the losses from the land buyer. This happened in Kolaka. In 1998 Andy Khaerul bought a paddy field for IDR 50,000,000,- to Yanti who is his aunt. After Yanti died in 2019, Khaerul gave rights to Binti as his daughter to take the rights to the land he had bought from Yanti, because the sale and purchase was not accompanied by the submission of letter D at the time of the land sale and purchase transaction between Khaerul and Yanti, Finally, Yuli, as Yanti's child, was not willing to hand over the letter D of the land that had been purchased by Khaerul from Yanti, Yuli also did not admit that there had been a payment of money for the purchase of land by Khaerul to his mother. Binti, who felt aggrieved, took legal action in court but was rejected because the sale and purchase agreement was not accompanied by receipts and a sale and purchase contract between parties.<sup>17</sup>

#### 4. Conclusion

The role of the Notary/PPAT in protecting disputed land buyers in Kendari City is currently not optimal, this can be seen by the many cases of dishonest buying and selling of land resulting in losses for buyers. Then there is no easy and equitable access to land that is in dispute status in the community.

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<sup>17</sup>Interview with Binti as the party who suffered from the sale and purchase of land as a result of the right to live from a third party on the land being sold in the Kolaka area, on August 14, 2020.

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#### **Interview:**

Interview with Andy Aulia Jusman as Notary/PPAT in Kendari City on 2 February 2023

Interview with Binti as the party who suffered from the sale and purchase of land as a result of the right to live from a third party on the land being sold in the Kolaka area, on August 14, 2020

Interview with Hana Prisca as Notary/PPAT in Kendari City on March 12, 2022

Interview with Herman Saeri as Head Regional Office (Kanwil) of the National Land Agency (BPN) on 12 March 2022