

## The Legal Certainty of Land Rights Certificates Regarding Land Registration

Nindya Dewi Kartika Rohmi

Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: [Nindya.d.karohmi@gmail.com](mailto:Nindya.d.karohmi@gmail.com)

**Abstract.** *One of the objectives of land registration is to provide legal certainty for land rights holders. Therefore, in order to realize this, regulations regarding land registration were created, one of which is Article 32 paragraph (2) PP Number 24 of 1997. However, in reality there are still problems regarding ownership of a plot of land related to this article, namely regarding a plot of land. land that has been controlled by a legal subject for many years and has been accompanied by a certificate. There are still outside parties claiming rights to the land. Until now, Article 32 paragraph (2) PP Number 24 of 1997, which should be a solution to the above problems, still causes differences. The purpose of this research is to determine the application of Article 32 paragraph (2) PP Number 24 of 1997 in resolving problems in the field of land registration, to determine the legal protection for holders of Land Rights certificates after the certificate is issued. The method used in this research is the normative juridical method. Secondary data related to Article 32 paragraph (2) PP Number 24 of 1997 is the main data in this research and is also supported by the primary data collected. Data was collected through study of legal documents, interviews. There are still differences in the application of Article 32 paragraph (2) PP Number 24 of 1997 by judges in resolving land disputes. This article does not bind judges in deciding disputes. The application of this article still depends on the judge's consideration of whether it will bring justice to the parties to the dispute. Because there are two conflicting interests, namely if the Plaintiff is truly the owner of the actual rights to the land and the Defendant really obtained the rights to the land in good faith, so whether or not this article is applied in resolving land disputes is up to the authority of the judge who hears the case. The existence of Article 32 paragraph (2) PP Number 24 of 1997 is essentially to call attention to the Court, especially judges who decide disputes that there is a concept of *rechterverwerking*, namely the original concept of this article which has been applied many times by the Supreme Court in resolving land disputes. in Indonesia.*

**Keywords:** *Certainty; Certificate; Holders; Land.*

## 1. Introduction

Land is a source of livelihood and livelihood for humans and society so that it is the most basic human need, with the belief that land is highly valued and useful for human life, in fact land and humans cannot be separated. Humans live and develop and carry out activities on land so that at all times humans are in contact with land which fulfills the increasing need for development in Indonesia, both as a place to live and as a place for business activities. In connection with this, the need for support in the form of guarantees of legal certainty in the land sector will also increase. Providing guarantees of certainty in the land sector requires the availability of written, complete and clear legal instruments.<sup>1</sup>

Islam looks at land ownership that does not yet have ownership documents such as certificates known as *ihya' al-mawat* or clearing land. So in Islam this provision can be interpreted as bringing life to dead land because there is no ownership by someone or it could be said that there has not been any paperwork related to obtaining land ownership rights at all. However, these provisions must also be based on applicable customs (*Urf*), in four ways, namely:

- a. Clearing land or processing documents proving land ownership
- b. Construction of walls around the land
- c. Land clearing
- d. Manage or prosper it so that it provides benefits and from there it can be recognized as ownership. Then, with these provisions, the land will live or realize the acquisition of land rights based on Islam, known as each customary custom (*'Urf*). This basis for clearing land in order to create ownership of land rights based on customs is in line with the words of the Prophet, which means

مَنْ أَحْيَا أَرْضَ مَيْتَةٍ فَهِيَ لَهُ

"Whoever gives life to dead land, the land becomes his" (HR. Abu Daud & Tirmidhi).<sup>2</sup>

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<sup>1</sup>MP Sihan, Fees for Acquisition of Land and Building Rights Theory and Practice, 2003, Raja Grafindo Persada, Jakarta, p. 1.

<sup>2</sup>al Imam Alamah Ibn Ali Ibn Muhammad Syaokani, 1997, Nail al-Autar, Beirut: Dar al-Qutub al-Arabiya, p.79.

Land registration was initially carried out according to the provisions stipulated in Government Regulation (PP) Number 10 of 1961 concerning Land Registration. However, over time, the existence of this Government Regulation (PP) was considered to have not been optimal because there were several obstacles, including limited funds and personnel, so that land control was largely not supported by adequate evidence. Apart from that, this Government Regulation (PP) is not sufficient to provide the possibility for carrying out land registration in a short time and with satisfactory results. Because there is no time limit for registering land acquired after the transfer of rights, apart from that the person registering does not have to be the Land Deed Official but could also be the new owner of the land rights so often the land is not registered.

Land registration aims to collect and provide complete information regarding plots of land, confirmed by the possibility, according to this government regulation, of recording plots of land whose physical data and/or juridical data are incomplete or are still disputed, even though such land has not yet been registered. a certificate is issued as proof of his rights. Confirmation regarding the extent of the evidentiary strength of the certificate, which is stated as a strong evidentiary tool by Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA), is given in order to provide legal certainty to holders of land rights in this Government Regulation .

Based on this, a provision is given that as long as the contrary has not been proven, the physical data and juridical data included in the certificate must be accepted as correct data, both in everyday legal actions and in disputes in court as long as the data is in accordance with what is stated. stated in the measurement letter and the relevant land money book. A person cannot claim land that has been certified in the name of another person or legal entity, if within 5 years since the certificate was issued he or she has not filed a lawsuit in court, whereas the land was acquired by the other person or legal entity in good faith and is actually physically controlled by him or her or by another person or legal entity who obtains approval. The meaning of the statement.

Disputes in carrying out permanent land registration are first sought to be resolved through deliberation between the parties concerned. Only after efforts to resolve peacefully do not bring results, the person concerned is invited to resolve it through court.<sup>3</sup>

Even though land ownership has been regulated in such a way, there are still problems regarding ownership of a plot of land, for example a plot of land that has been controlled by a legal subject for many years and has been accompanied

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<sup>3</sup>Rifky Dapar, Legal Certainty Regarding Land Rights Certificates in the Land Registration System According to PP Number 24 of 1997 concerning Land Registration., 2018, Vol. VI, p. 25.

by a certificate. There are still outside parties claiming rights to the land. This problem often occurs in various regions in Indonesia. Until now, Article 32 paragraph (2) PP Number 24 of 1997, which should be a solution to the above problems, still has many pros and cons. Bearing in mind that the existence of this article is not in accordance with the negative publication system adopted by land registration in Indonesia, where the certificate is not absolute evidence but rather the certificate is strong evidence.

## **2. Research Methods**

This research uses a sociological juridical approach method, the research specifications used are analytical descriptive, the data used in this research includes primary data and secondary data, data collection in this research uses interview and literature study methods, the data analysis method uses qualitative analysis methods

## **3. Results and Discussion**

### **3.1. Legal Certainty Regarding Land Rights Certificates Regarding Land Registration with Study (Article 32 Paragraph (2) PP Number 24 of 1997 concerning Land Registration) in Tegal City**

Land registration, the implementation of which is ordered by the Basic Agrarian Law, uses a negative publication system. This can be seen in the statement of Article 19 paragraph (2) letter c UUPA, that the certificate of proof of rights issued acts as strong evidence. Apart from that, in Article 23 paragraph (2), Article 32 paragraph (2), and Article 38 paragraph (2) UUPA, land registration as a legal event is a strong means of proof. However, the negative publication system used is not a pure publication system, but rather a negative publication system that contains positive elements.

According to Boedi Harsono, Indonesia does not use a pure negative system, because the system used by UUPA is a rights registration system, not a deed registration system. A pure publication system will not use a rights registration system. In the rights registration system, the implementation of land registration is not the deed that is registered but rather the rights that are created and their subsequent changes. There is a land book as a document containing juridical data and physical data which is collected and presented as well as issuing certificates as proof of registered rights.<sup>4</sup> Apart from that, activities relating to the procedures for collecting and presenting the necessary physical data and juridical data as well as their maintenance and issuance of certificates are carried out

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<sup>4</sup>Boedi Harsono, 2005, Indonesian Agrarian Law History of the Establishment of Basic Agrarian Laws Content and Implementation, Djangkat, Jakarta, p. 477

carefully, so that the data presented can be verified as far as possible, so that the Land Registry Official plays an active role in this matter.

Article 32 paragraph (2) PP Number 24 of 1997 is an application of the *rechtverwerking* concept. The concept of *rechtverwerking* has been used by the High Court and the Supreme Court in resolving land disputes in the community before PP Number 24 of 1997 came into force, namely: Supreme Court Decision dated 24 September 1958 Number 239/K/Sip/1957. The case occurred in South Tapanuli, if a plot of land obtained by *marimba* is left alone for 5 consecutive years by the person entitled to it, then the right to that land can be deemed to have been relinquished by the owner and the Head of the Village Association can give the land to another person. The problem in this case is that His Majesty Palaon is suing Sultan Nabuntu Cs. Before the South Tapanuli District Court which met in Gunung Tua, basically based on the argument, that the Plaintiff's late father was named Dja Nagori when he was living in the disputed rice field, and when Dja Nagori died, at which time the Plaintiff was only about one year old, then the rice field was taken without permission from Defendant 1's father named Sotao Porang and after Sotao Porang died So the rice field was maintained by the Defendants, therefore the Plaintiff demanded that Defendant 2 be punished to return the disputed rice field to the Plaintiff. The lawsuit was rejected by the South Tapanuli District Court with its decision dated 30 March 1954 Number 33/1953, which decision on appeal was upheld by the High Court with its decision dated 11 November 1955 Number 168/1954. At the cassation level, lengthy objections were submitted which in essence argued for the injustice of the *judex factie* decisions which were based on the "sitting in silence" of the cassation plaintiff for 5 years, especially since the cassation plaintiff was still a minor at that time. The plaintiff in the cassation also pointed to Article 1987 BW which stipulates that the statute of limitations cannot be enforced against persons who are minors. This objection was rejected and the Supreme Court agreed with the *judex factie* opinion that even though the original plaintiff, who was still a minor, had the right to the rice field, his mother was obliged as guardian to maintain the original plaintiff's rights until he became an adult.

The element of *rechverwerking* contained in the decisions of the Supreme Court and High Court above is that if a person leaves/does not look after/abandons his land for a certain period of time, then that person can be deemed to have relinquished his rights to his land and a person who has good intentions to control the land has the right as the holder of the rights to the land. So it can be said that the application of *rechtverwerking*, which is a concept from Article 32 paragraph (2) of PP Number 24 of 1997, was carried out by judges in resolving customary land disputes in Indonesia before the enactment of PP Number 24 of 1997.

According to Supreme Court Justices Toton Suprpto and Muchsin, from the sounding of Article 32 paragraph (2) PP Number 24 of 1997 and the explanation of the article, it can be concluded that after five years since the issuance of the land title certificate, no one has interfered with the lawsuit that the certificate has a position as evidence. which is very strong (absolute) and this has the consequence that other parties are closed to claiming rights to the land.<sup>5</sup>

Why is Article 32 paragraph (2) included in Government Regulation Number 24 of 1997 if in reality there are still many Judges who feel that they are not bound by this article in resolving land disputes? According to Mr. Samsuri (Registrar of the Tegal District Court), the formulation in this article is to call attention to the Court, especially Judges who decide disputes that there is a *rechtverwerking* institution (which is the concept of this Article) and has been applied many times by the Supreme Court, namely if a person controls land in good faith, controlled in a real and open manner, and no one submits an objection within a certain period of time, then the objection will not be accepted.<sup>6</sup>

The application of Article 32 paragraph (2) PP Number 24 of 1997 depends on the judge's consideration of whether this article will bring justice if applied in a problem/dispute regarding land. Because the core problem in applying this article is if the Plaintiff is really the owner of the actual land rights and the Defendant really obtained the land rights in good faith, so whether or not Article 32 paragraph (2) PP 24 of 1997 is applied in resolving land disputes is in the authority of the judge who hears the case. It is the judge who weighs the weight of the interests of the parties to the dispute.

### **3.2. Legal Protection for Land Rights Certificate Holders After the Certificate Issuance**

Based on Government Regulation Number 24 of 1997, there are 2 (two) dimensions of legal certainty regarding land rights as mandated by the UUPA, namely certainty of the object of land rights and certainty of the subject of land rights. One indication of the certainty of the object of land rights is shown by the certainty of the location of the land plot in georeferenced coordinates on a land registration map, while the certainty of the subject of the indication is seen from the name of the land right holder listed in the land registration book at the land agency. This means that a copy of the map and land registration book is known as a land certificate. In practice, legal certainty of land rights is often guaranteed

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<sup>5</sup>Toton Suprpto and Muchsin, 2002, *Legal Certainty and Protection on the Basis of Justice and Truth*, Jakarta, p. 4.

<sup>6</sup>Samsuri, Registrar at the Tegal District Court, interview, June 20 2023.

as expected.<sup>7</sup>

Efforts to improve economic and production activities require legal certainty, especially in determining land objects, namely the issuance of PP number 24 1997 concerning land registration. PP comes into force. Number 24 1997, the land registration activities currently implemented need to be carefully examined again to obtain valid evidence as stated in the legal norms that have been regulated in land data collection, especially for land objects that wish to be registered.<sup>8</sup>

The legal basis for the provisions of land rights is regulated in Article 4 paragraph (1) of the Agrarian Principles Law which stipulates that "On the basis of the state's right to control over land as intended in Article 2, various types of rights to the surface of the earth are determined, which is land, which can be given and owned by people, either alone or together with other people and legal entities." Land rights originate from the state's right to control land and can be given to individuals, both Indonesian citizens and foreign citizens, groups of people together and legal entities, both private legal entities and public legal entities.

Mertokusumo said that the authority possessed by land rights holders over their land can be divided into 2 (two), namely:

1. General Authority General authority, namely that the holder of land rights has the authority to use his land, including bodies, earth and water and the space above it which is merely necessary for purposes directly related to the use of the land within the limits according to UUPA and other higher legal regulations.

2. Special authority Special authority, namely that the holder of land rights has the authority to use his land in accordance with the type of land rights, for example the authority for land with ownership rights is that it can be used for agricultural purposes and/or constructing buildings, the authority for land with building use rights is to use the land only to build and own buildings on land that is not owned by them, the authority of the land under Cultivation Rights is to use the land only for the benefit of the company in the fields of agriculture, fisheries, animal husbandry or plantations.<sup>9</sup>

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<sup>7</sup>Ferdy Ananda Harahap, 2016, "Legal Consequences of the Issuance of Multiple Ownership Certificates for Land (Study at the Medan City Land Office)". Thesis. Medan: Faculty of Law, Muhammadiyah University of North Sumatra, p. 4.

<sup>8</sup>Brian Mengko, 2013, "Legal Protection for Ownership Rights Holders of Development Land", *Lex Privatum*, Vol. I, No. 05, p. 31-32.

<sup>9</sup>Soedikno Mertokusumo, 1998, *Agrarian Law and Politics*, Jakarta, Karunika, p. 11.



Transfer of individual land rights is the transfer of individual land rights, namely the transfer of ownership rights to land by means of a legal act. These legal acts can include buying and selling, exchanging, giving and granting wills. Forms of transfer of land rights include:

1. Sale and purchase, in a sale and purchase the transfer of rights occurs at that time directly from the seller to the buyer. It is cash in nature, namely the transfer of land rights and payment occurs simultaneously as per the customary law conception.
2. Exchange, in an exchange the rights to certain land are exchanged for rights to other similar land.
3. Grant, in a grant, the transfer of rights occurs immediately and directly as an allocation of part of a person's assets which is given free of charge while he is alive to people who usually have a kinship relationship.
4. Will grant, in a testamentary grant the transfer of rights occurs directly according to the last will of the testator, but with the condition that after he dies the transfer of rights takes place, and even then it is not so easy, and other legal acts are still required where the implementation must be through the execution of the will to the recipient of the will.

One form of transferring land rights is through buying and selling. In many cases, the land used as the object of buying and selling turns out to be owned by 2 or more people, who also have more than one land title certificate (dual certificate). The case of issuing double certificates ended up in court. Conditions like this certainly create legal uncertainty for the owners of land rights, especially for land buyers.

Cases of multiple land certificates always cause commotion and legal uncertainty. Moreover, the majority of land with double certificates is vacant land that was purchased. Cliche reasons such as the buyer's negligence in not being careful before buying land are often used as an alibi by judges when deciding whether the buyer has lost land rights. Even though the buyer is a buyer with good intentions. A person in good faith who buys land and actually does not know that there is a double certificate for the land he bought must of course receive legal protection. This is very possible because the principle of good faith has been regulated in legislation, namely the Civil Code (Civil Code).

Writers in several literatures agree that "buyers with good intentions" should be interpreted as: "Buyers who are honest, do not know about defects in the goods purchased", namely: 1. Buyers with good intentions are defined as buyers who do not know at all that they are dealing with a person who is not actually the



owner (Subekti). 2. A buyer in good faith is someone who buys goods with full confidence that the seller is truly the owner of the goods he is selling. (Ridwan Khairandy). 3. The buyer in good faith is an honest person and is not aware of the defects inherent in the goods he purchases. (Agus Yudha Hernoko).<sup>10</sup>

The buyer can only become the owner of the land if he fulfills the formal and material requirements for the transfer of rights to the land he purchased (which is mortgaged to him). The buyer in good faith should be aware of the fulfillment of these conditions or at least, the buyer (in good faith) thinks that these conditions have been fulfilled.

The formal requirements for buying and selling land rights include the formalities of the sale and purchase transaction. These formalities include the deed which is proof of the sale and purchase agreement as well as the official who is authorized to make the deed. In order to transfer rights, the formal conditions for buying and selling land rights must be proven by a deed made by and before the PPAT. The deed made by the PPAT is or qualifies as an authentic deed.

The material conditions for the sale and purchase of land rights are focused on the subject and object of the rights to be traded. The holder of land rights must have the right and authority to sell land rights. The buyer must also meet the requirements as the holder (subject) of the rights to the land which is the object of the sale and purchase:

#### 1. Seller's terms

- a. Seller is the person whose name is listed on the certificate or other evidence other than the certificate;
- b. The seller must be an adult according to the provisions of the applicable laws and regulations;
- c. If the seller is not an adult or is still under age (minderjarig) then to carry out buying and selling he must be represented by his guardian;
- d. If the seller is under guardianship (curatele), then to carry out buying and selling transactions he must be represented by his Guardian or Curator;
- e. If the Seller is represented by another person as the Power of Attorney, the power of attorney must show a Notarial Power of Attorney or Authentic Power

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<sup>10</sup>Widodo Dwi Putro, 2016, Buyers in Good Faith Legal Protection for Buyers in Civil Disputes Regarding Land, Jakarta: LelP, p. 73.

of Attorney made by an Authorized Official;

f. If the rights to the land to be sold are joint assets in marriage, the seller must obtain prior approval from the husband/wife as stated in the Deed of Sale and Purchase.

## 2. Buyer Requirements

As a prospective new right holder, the buyer of land rights must meet the requirements as a subject of land rights which determines that if the object of sale and purchase is property rights then the subjects who can buy are individual Indonesian citizens, government banks, religious bodies. and social bodies.

Urip Santoso said that the conditions for transferring land rights through buying and selling must be proven by a PPAT deed which is confirmed in Article 37 paragraph (1) of Government Regulation Number 24/1997, and the formal requirements for buying and selling land rights or Ownership Rights over Flat Units are not absolutely must go through a PPAT deed.<sup>11</sup>

The conditions for transferring land rights are based on opinions developed in various literature. Based on BW:

a. To transfer ownership rights to immovable objects, the validity of the title (for example buying and selling) and levering (delivery) by the person who has the right to act on the goods handed over is required. (Subekti/Boedi Harsono).

b. Even though the sale and purchase agreement stipulated in the Civil Code is obligatory, the agreement itself does not transfer ownership rights. The new property rights are transferred by levering or handing over (Bachitar Efendi).

## 3. After the UUPA comes into force:

a. The sale and purchase of land must be proven by a deed made by and before the PPAT and the ownership rights to the land are also transferred (transferred) when the deed is made before the official (Boedi Harsono).

b. Based on Customary Law, land rights are transferred from the Seller to the Buyer when the land price is paid in cash by the Buyer to the Seller (Urip Santoso).

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<sup>11</sup>Urip Santoso, Registration and Transfer of Land Rights, Jakarta: Kencana Prenada Media Group, Cet. 14, p. 369.

c. The legal conditions for buying and selling land according to customary law are the fulfillment of 3 (three) elements, namely: cash (handover along with payment), real (will followed by concrete actions) and clear (carried out in the presence of the Village Head). (Maria SW Soemardjono).

d. Sale and purchase occurs when an agreement is reached and the sale and purchase deed has also been signed, and all legal actions relating to land must be carried out with an authentic deed made by and before the PPAT using a special form. (Irawan Soerodjo).

e. The sale and purchase of land must be proven by a deed made by and before the PPAT (it cannot be done in other ways, because it cannot be registered), and can only be done on land owned based on land rights, meaning the land object which is legalized with proof of ownership of land rights (Andy Hartanto).

f. The holder of land rights must have the right and authority to sell land rights. In addition, the buyer must also fulfill the requirements as the holder (subject) of the rights to the land which is the object of the sale and purchase. Apart from that, it must be proven by a deed made by and before the Land Deed Making Officer (PPAT). (Urip Santoso).

g. PPAT must refuse to make a PPAT deed, if the original land certificate is not handed over to him and if there is no certificate yet, a certificate from the village/kelurahan head, and a certificate stating that the plot of land has not been certified from the land office, or one of the people who will do it. Certain legal acts do not have the right or are not eligible to act in this way. (AP Protection).

Based on the opinions of the legal experts above, it is assumed that land rights can be considered transferred with the fulfillment of formal and material conditions. This means that if these formal and material requirements are not fulfilled, the rights (ownership) to the land should be considered not transferred. This means that legally buyers who buy land from other than the owner are not considered to have become the new owner.

The definition of control in land law in Indonesia is that juridical control is based on rights that are protected by law and generally gives authority to the right holder to physically control the land that is owned. There is also the definition of juridical control which does not give authority to physically control the land in question.<sup>12</sup>

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<sup>12</sup>Boedi Harsono, 2008, Indonesian Agrarian Law History of the Formation of Basic Agrarian Laws, Contents and Implementation, Jakarta: Djangkat, p. 23.

In fact, in most cases of land disputes due to double certificates, the land buyer always loses in the trial at the PTUN. Land buyers are considered negligent and careless when purchasing land. Even though the land buyer had no idea that the land he was buying already had an owner with a certificate issued by BPN.

The losses experienced by land buyers certainly cannot be ignored. Even though it can be said that there was a lack of care and attention when buying land, the fault cannot be placed solely on the land buyer.

BPN must also be responsible in cases of duplicate certificates. Administratively, BPN is the one who issues land title certificates. Based on these facts, there should be a legal protection mechanism for land buyers in the legislation for land buyers. This is because the double certificate case is certainly detrimental to the parties involved.

Decision No. 72/G.TUN/2005-PTUN-BDG which declared the Certificate of Ownership Numbers 183/184/136/192/176 and 225/Lingkar Selatan in the Babakan Djayanti Kohir 1239 Block, Plot Number 15 S.II, Bandung City to be canceled by the Head of the Bandung City Land Office and obliged the Defendant, in this case the Head of the Bandung City Land Office, to revoke the Certificate of Ownership Number 183/184/136/192/176 and 225/Lingkar Selatan in the Babakan Djayanti Kohir 1239 Block, Plot Number 15 S.II , in the name of E. Rahmat K bin Unus. The PTUN decision was also confirmed by the Bandung State Administrative High Court Number 53/BDG/2006/PT.TUN-Bandung and the Supreme Court Decision No. 52 K/TUN/2007.

Based on this decision, the Bandung City Land Agency was found guilty and had to revoke the ownership certificate in the name of E. Rahmat K bin Unus. The decision was correct because there was a basis of rights contained in the evidence owned by the Defendants, namely Liana Sulistia. The decision requiring the Bandung City Land Agency to revoke the ownership certificate in the name of E. Rahmat K bin Unus is also very appropriate because the person who issued the land ownership certificate was also the Bandung City Land Agency.

In accordance with Government Regulation Number 37 of 1998, Article 2 (1), PPAT has the main task of carrying out some land registration activities by making deeds as proof that certain legal acts have been carried out, regarding Land Rights or Ownership Rights over Flat Units, which will be used as the basis for registration of changes to land registration data resulting from that legal act.

Article 6 paragraph (2) Government Regulation Number 24 of 1997 concerning Land Acquisition states that in carrying out land registration, the Head of the

Land Office is assisted by PPAT and other officials assigned to carry out certain activities according to this Government Regulation and the relevant laws and regulations. .

This means that there is a protection mechanism provided through Government Regulation Number 37 of 1998, which requires that land registration, which results in a land certificate, must be done through a Land Deed Drafting Officer (PPAT). Holders of land rights that are the object of a dispute do not receive legal protection after the decision to revoke the land certificate because they adhere to a publication system in land registration, namely a negative (not absolute) publication system that contains positive elements.

According to the author, based on the narrative above, legal protection for buyers of land rights is still not optimal based on existing laws and regulations. Existing legal protection sometimes does not provide legal certainty. The result is detrimental to land buyers who have good intentions.

The legal justice expected by land buyers who have good intentions will not be achieved if existing legal regulations relate to the sale and purchase of existing land. Therefore, corrective justice is needed to correct unfair justice. In this case, justice in the relationship between one person and another person is a balance (equality) between what is given and what is received. In the case of buying and selling land rights, the buyer has handed over the money as compensation for the land, and the seller has handed over the land certificate to the buyer. However, on the other hand, there are other parties who claim that the land is theirs by showing the original certificate issued by BPN. If the case of double title to land goes to court, the land buyer will feel materially disadvantaged. Likewise, third parties who feel that the land is theirs will also be disadvantaged because their rights to the land have been confiscated by another party (the seller).

Based on the theory of legal certainty, the sale and purchase of land that has multiple certificates certainly creates legal uncertainty for the parties involved in the sale and purchase, especially regarding the certificate. Certificates as documentary evidence are very important evidence to obtain truth, certainty and justice in a case. In fact, the double certificate of land rights is a real manifestation of legal uncertainty caused by the land registration system which is still in disarray.

#### **4. Conclusion**

The occurrence of double certificates of land rights is caused by the mistake of the land owner who does not pay attention to his land and does not use it properly, so that it can be taken over by other people and used because he feels that the land is unowned. The second factor that generally causes double

certificates to occur is because the National Land Agency Office is believed to not have a database relating to land plots, both registered and unregistered. The third factor is because the local government where the land is located, such as a sub-district or village, apparently does not have any data at all regarding land that has been certified and has control over it or the data is invalid. The legal consequence of multiple certificates, seen from the context of Civil Law, is that there is material loss that will be experienced by the land buyer, because the land has more than one owner as evidenced by the issuance of a land certificate issued by BPN. Another disadvantage is that when the case goes to court, what will most likely happen is that the buyer loses and the certificate they have must be cancelled. Legal protection for land rights holders in the event that there are double certificates according to Civil Law relating to the sale and purchase of land is contained in the Regulations Government Number 37 of 1998, which requires that land registration, which results in a land certificate, must be done through a Land Deed Making Officer (PPAT).

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