

## Legal Position of The Land Sale and Purchase Deed (AJB) which Results in a Transfer of Name Rights as a Basis for The Lawsuit

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**Abstract.** *This study discusses the legal status and consequences of a Deed of Sale and Purchase (AJB) that has resulted in the transfer of land rights through a change of name, when the AJB is then used as the basis for a lawsuit in court. Problems arise when the transfer of rights has been legally registered with the National Land Agency (BPN), but is challenged on the grounds of formal or material defects. The objectives of this study are to analyze (1) the legal status of the AJB as the basis for a lawsuit, and (2) the legal consequences if the AJB that has changed names is challenged. The research method used is normative juridical with a statutory and conceptual approach, using primary and secondary legal materials obtained through library studies and online sources. The analysis is conducted deductively. The results of the study indicate that the AJB prepared by the Land Deed Official (PPAT) has perfect evidentiary power, but is not absolute. The AJB can be challenged if there are formal or material legal defects, such as forgery of signatures, data manipulation, default, incompetence of the parties, or procedural violations. A successful lawsuit proving legal defects can result in the cancellation of the Deed of Sale and Sale and the transfer of title at the National Land Agency (BPN), the return of ownership rights to the original owner, and legal liability claims against related parties, including the Land Deed Official (PPAT). Furthermore, a defective Deed of Sale and Sale can still be used as evidence to demonstrate an unauthorized transfer of rights, thus granting the injured party the right to demand restoration of the original condition, including the return of payments.*

**Keywords:** *Legal Status; Lawsuits; Sale and Purchase Deeds; Transfer of Rights.*

## 1. Introduction

A Deed of Sale and Purchase (AJB) plays a crucial role in property law. It serves as legal evidence for the legal sale or purchase of land or an apartment unit. Furthermore, it is a primary requirement for registering the transfer of property rights with the National Land Agency (BPN) or related agencies. In other words, an AJB is a document that officially records the transfer of ownership of land or a house.<sup>1</sup> The primary function of a Deed of Sale and Purchase (AJB) is to record the Transfer of Rights: The AJB is an official document used to record the transfer of property ownership from the seller to the buyer. In a property sale and purchase transaction, the seller will transfer ownership of the property to the buyer in accordance with the terms and conditions stated in the AJB.<sup>2</sup> Both parties, namely the seller and the buyer, are legally bound by the provisions contained in the document as legal legitimacy.

The legality of a Deed of Sale and Purchase (AJB) plays a crucial role in protecting the rights of the parties involved in a property sale and purchase transaction. AJB legality provides legal certainty to the parties involved in a property transaction. This means that if the AJB has been declared valid by a court or authorized agency, the parties have a strong legal basis to claim their rights to the property.<sup>3</sup> This also provides clarity on who legally owns the property. The AJB serves as legal evidence that a valid sales and purchase agreement exists between the seller and buyer. This acknowledges the transfer of ownership of the property from the seller to the buyer.

The AJB protects the buyer's ownership rights to the property. The AJB also records the obligations that each party must fulfill under the sales and purchase agreement. This includes the seller's obligation to deliver the property and the buyer's obligation to pay the price. The legality of the AJB ensures that the parties can protect their rights regarding the fulfillment of these obligations. Sometimes, property disputes involve third parties with an interest in the property, such as those holding a lien or security interest on the property.<sup>4</sup> The legality of the AJB helps protect the rights of these third parties by recognizing their status and obligations in accordance with the agreement recorded in the AJB. Furthermore, the AJB is not proof of ownership. Therefore, it is crucial to ensure that the AJB

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<sup>1</sup>Gunawan Wijaya, (2002), *Jual Beli*, Jakarta : Raja Grafindo Persada, p. 22

<sup>2</sup>*ibid*, p. 27

<sup>3</sup>Sahnan, (2016), *Hukum Agraria Indonesia*, Malang : Setara Press, p. 91

<sup>4</sup>*ibid*, p. 94

has been executed correctly and in accordance with statutory regulations. If not, the AJB may be cancelled or annulled. In practice, disputes or legal disputes sometimes arise regarding the transfer of land rights recorded in the Deed of Sale and Purchase (AJB). These disputes can arise for various reasons, such as claims of dual ownership, flaws in the documents, or disagreements between the parties involved in the transaction. When such disputes arise, the aggrieved party can take legal action by filing a lawsuit in court. The problem relates to the legal status of the AJB. On the one hand, the AJB already holds the status of valid evidence of the transfer of rights and serves as the basis for registering the transfer of rights with the National Land Agency (BPN). This means that the transfer of rights has been registered and legally recognized based on the AJB.

Based on the description above, at least the object of the problem in this research is the legal status of the Deed of Sale and Purchase (AJB) as the basis for a lawsuit in a situation where the transfer of rights has been realized and registered. In such a case, will the court accept the Deed of Sale and Purchase (AJB) as the basis for a lawsuit, or will the transfer of rights that have been realized be the main factor in determining the legal dispute. This also raises the issue of what the legal consequences are of a deed of sale and purchase (AJB) that gives rise to the transfer of rights to change the name as the basis for a lawsuit. This question underscores the importance of upholding the dignity of the AJB in maintaining truth and clarity in the law and the need for proper interpretation by the court in resolving such disputes. The purpose of this research is to examine and analyze the legal status of a deed of sale and purchase (AJB) that gives rise to the transfer of rights to change the name as a result of the transfer of rights to change the name as a result of the transfer of rights to change the name land that has been transferred to the buyer's name is used as the basis for the lawsuit.

## **2. Research Methods**

The research method used is a statute approach with a review of legislation, regulations, hierarchies, principles, philosophical foundations, and ratio legis, as well as a conceptual approach that refers to legal views and doctrines to build arguments for problem solving. This research is descriptive analysis with an emphasis on the analysis of court decisions and linking them to provisions of laws and regulations and legal theory. The research data consists of primary legal materials including the Civil Code, Law No. 5/1960, Law No. 2/2014, PP No. 24/2016, and the Notary Code of Ethics, secondary legal materials including books, journals, e-books, expert opinions and tertiary legal materials (KBBI). Data collection was carried out through library studies and online searches, followed by sorting relevant materials, reviewing, and analyzing them based on theory and regulations. Data analysis uses a deductive method, namely drawing conclusions from a review of rules, statements, and causal relationships verified during the

research, then describing and analyzing the object of study based on legal provisions, literature, and expert opinions.

### 3. Results and Discussion

#### 3.1. Legal Status of the Deed of Sale and Purchase (AJB) which Gives Birth to the Transfer of Rights to Change of Name as the Basis for a Lawsuit

The Deed of Sale and Purchase (AJB), as an authentic deed, is a vital legal instrument in property transactions in Indonesia. Its two main strengths (perfect proof and binding force) create a balance between legal certainty and fairness.<sup>5</sup> Despite its near-absolute power, the counter-evidence mechanism and the valid conditions of the agreement still allow for legal corrections when discrepancies are found between the contents of the deed and the material truth. By understanding the characteristics and scope of the legal force of the Deed of Sale and Purchase, the parties to the transaction can make optimal use of it and avoid potential legal issues.

An authentic deed has perfect evidentiary force in court. This means that its contents are presumed true and require no further proof unless there is strong evidence that the deed is forged or contains errors.<sup>6</sup> Article 1870 of the Civil Code reinforces this by stating that an authentic deed provides perfect proof of its contents for the parties and their heirs or those who acquire rights from them. Therefore, in legal proceedings, an authentic deed such as a Deed of Sale and Purchase (AJB) is very strong evidence and has a higher legal standing compared to a private deed.<sup>7</sup>

An authentic deed drawn up by a Land Deed Official (PPAT) not only records a legal event but also provides legal certainty regarding the transfer of land ownership. This deed also serves as the basis for registering changes in land ownership rights in the national land administration system, which is managed by the National Land Agency (BPN). Thus, the AJB serves a dual function: as proof of the sale and purchase agreement and as the legal basis for changes to data on the land certificate.

The Deed of Sale and Purchase (AJB) drawn up by a Land Deed Official (PPAT) and followed by a transfer of title at the National Land Agency (BPN) is legally binding and serves as the basis for the transfer of land rights from the seller to the buyer. However, if procedural negligence or default by one of the parties occurs during

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<sup>5</sup>Habib Adjie, (2017), *Memahami dan Menguasai Teori Akta Notaris Ragam Awal Akta, Komparasi dan Akhir Akta Notaris*, Semarang : Nuta Nusindo, p. 48

<sup>6</sup>Adian Sutedi, (2018), *Peralihan Hak Atas Tanah Dan Pendaftarannya*, Jakarta : Sinar Grafika, p. 80-81

<sup>7</sup>*ibid*, p. 81

the drafting process, then validity. The legality of the AJB can be questioned. Procedural negligence can involve various aspects, such as administrative errors in land data recording, the use of invalid or forged documents, failure to verify the parties' identities, or failure to fulfill tax obligations required for a valid land sale and purchase transaction.

The status of an authentic deed can be revoked if there is strong evidence indicating forgery or error in its preparation. Forgery of an authentic deed is a criminal offense that can include forging a signature, altering the contents of the deed, or presenting false information in the deed. If the Deed of Sale and Purchase is proven to be forged, its evidentiary force can be revoked, and the deed no longer has legal standing as valid evidence. Consequently, all rights and obligations arising from the deed are null and void.

An authentic deed's legal status may be invalidated if it contains administrative or material errors. Administrative errors include procedural irregularities, such as the absence of a signature from a required party, the absence of witnesses, or the failure to be drawn up by an authorized Land Deed Official (PPAT).<sup>8</sup> Meanwhile, material errors include substantial errors in the contents of the deed, such as errors in the identity of the parties, the transaction value, or the area and location of the land. Both types of errors can result in the deed being declared invalid by the court.<sup>9</sup>

If a deed is revoked due to forgery or error, the parties may file a lawsuit to annul the deed and restore their rights. Recovery can be achieved through administrative correction if the error is administrative in nature, or by issuing a new, valid deed if the error cannot be corrected. However, if the error is material or the result of forgery, the deed is considered void and cannot be corrected. Instead, it must be replaced through a new legal process in accordance with applicable provisions.

The status of a Deed of Sale and Purchase (AJB) as an authentic deed has perfect evidentiary power and binding force in the legal system. Perfect evidentiary power means that the AJB is considered valid evidence that stands alone without requiring additional supporting evidence. This differs from a private deed that requires witnesses or other evidence to strengthen its validity. The court will immediately accept the truth of the contents of the AJB as long as there is no evidence of forgery, material errors, or procedural violations. This power provides legal certainty because the transaction recorded in the AJB is deemed to have occurred legally, so that the parties are bound by the rights and obligations stated

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<sup>8</sup>Jayadi Setiabudi, (2013), *Panduan Lengkap Mengurus Tanah dan Rumah Serta Segala Perizinannya*, Yogyakarta : Buku Pintar, p. 17

<sup>9</sup>*ibid*, p. 17

therein.

A Deed of Sale and Purchase (AJB) is legally binding. This means that both parties (seller and buyer) are required to comply with the contents of the deed, including the obligation to transfer rights and pay the price. This binding force prevents unilateral denials and reduces the risk of disputes. However, the AJB's power is not absolute. If there is valid opposing evidence (*tegenbewijs*) such as forged documents, the incompetence of the parties, or the unclear object of the AJB's evidentiary force can be reduced to "*begin van bewijs*" (*begin van bewijs*), requiring further verification. For example, if one party is legally incompetent, the AJB can be annulled by the court.<sup>10</sup>

The legally binding status of the AJB makes all clauses and provisions in the deed imperative for the parties who sign it. This power creates the legal consequence that the parties (seller and buyer) are automatically bound by all rights and obligations stated in the deed, including the obligation to transfer land rights by the seller and the obligation to pay the price by the buyer. In this context, the AJB functions as an instrument of legal certainty that prevents unilateral denial (non-repudiation) and minimizes the potential for future disputes.<sup>11</sup>

The absolute power of the AJB is not absolute. There are several exceptions and limitations stipulated in the law. First, the power of perfect proof can be revoked if there is valid and strong opposing evidence (*tegenbewijs*), such as proof of document falsification, fraud, error, or coercion in the preparation of the deed. Second, the AJB can lose its binding force if it is proven to violate the conditions for a valid agreement according to Article 1320 of the Civil Code, particularly regarding the capacity of the parties and the unclear object of the agreement. Third, the power of the AJB can also be questioned if there are material errors in the inclusion of data or specifications of the land object being traded.<sup>12</sup>

A legal mechanism that allows other parties to dispute the validity of an authentic deed through what is known as counter-evidence can be submitted to challenge or invalidate the evidentiary power of an authentic deed.<sup>13</sup> If the evidence presented is strong enough to demonstrate forgery, material error, or defect in the deed's creation, the deed's legal status may change. Its previously perfect evidentiary power may be reduced to merely preliminary written evidence (*begin van bewijs bij geschrifte*), meaning the deed can no longer stand alone as conclusive evidence. In this situation, the party relying on the deed must

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<sup>10</sup>Irawan Soerodjo, (2001), *Kepastian Hukum Hak Atas Tanah Di Indonesia*, Surabaya : Arkola, p. 120

<sup>11</sup>*ibid*, p. 125

<sup>12</sup>Yeni Puspita Dewi, Tina Marlina, & Irma Maulida, (2020), *Kekuatan Akta Jual Beli (AJB) Atas Tanah Dalam Proses Menjadi Sertipikat Hak Milik (SHM)*, *Jurnal Hukum Responsif*, Volume. 11, Nomor. 2, 2020, p. 89

<sup>13</sup>*ibid*, p. 90

supplement its evidence with other evidence to strengthen its position.<sup>14</sup>

Land Sale and Purchase Case in Decision Number 127/Pdt.G/2018/PN.Tjk between the Plaintiff (WH) as the heir of the land owner, and the Defendants (HW and PN alias Apon) as the buyer. The Plaintiff (WH) is the legal heir of the late TSN, as stated in the Deed of Inheritance Rights Number 02/KHW/12/2010. Thus, WH has full rights to the land that is the object of the dispute as the heir. The object of the dispute is a plot of land with an area of 225 m<sup>2</sup>, located in Bandar Lampung. The land is owned by the Plaintiff and is offered for sale to the Defendants with an agreed price of Rp. 150,000,000. The Defendants provided a BRI Bank Giro Bill worth Rp. 100,000,000, which is part of the initial payment for the land. This giro bill was submitted by Defendant II. The remaining Rp. 50,000,000 was agreed to be paid by the Defendants after the land measurement was carried out by the Lampung National Land Agency (BPN).

The judge considered that the Deed of Sale and Purchase (AJB) that had been prepared and signed by both parties was strong evidence that the transfer of land rights had occurred legally and in accordance with applicable legal procedures. The judge viewed the administrative document (AJB) as evidence that the sale and purchase transaction had been carried out properly, despite problems in payment settlement. Although Defendant II experienced bankruptcy, the judge considered that Defendant II's economic problems were not strong enough to cancel the agreement recorded in the AJB. In the judge's view, the land sale and purchase agreement remained valid and was not canceled simply because of Defendant II's financial difficulties, as long as there was no evidence indicating a serious breach of contract on the part of the Defendant.

The plaintiff failed to prove that the defendant was negligent or in default of its payment obligations. Default is the negligence or failure to fulfill obligations stipulated in a contract or agreement. The judge considered that the payment problems were not solely due to the defendant's negligence, but rather due to the plaintiff's late cashing of the giro (bilyet giro). The giro that was supposed to be used as a means of payment had been lost, and the plaintiff only cashed it in 2017, two years after the transaction took place. Therefore, the plaintiff could not prove that the defendant failed to make the payment within the agreed time. Default cannot be accepted due to the plaintiff's own negligence.

The legal certainty provided by an authentic deed can still be corrected to achieve justice. Although an authentic deed provides initial certainty, the court is not

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<sup>14</sup>Selamat Lumban Gaol, (2020), Keabsahan Akta Perjanjian Pengikatan Jual Beli Tanah Sebagai Dasar Pembuatan Akta Jual Beli Tanah Dalam Rangka Peralihan Hak Atas Tanah Dan Penyalahgunaan Keadaan (Misbruik Van Omstandigheden), *Jurnal Ilmiah Hukum Dirgantara*, Volume 11, Nomor 1, 2020, p. 87



necessarily bound by its contents.<sup>15</sup>The judge retains the authority to assess whether the deed truly reflects the parties' agreement or whether it contains defects that are detrimental to one of the parties. Although an authentic deed has high legal force, its nature is not absolute and remains open to debate through a legitimate evidentiary process.

The AJB in conducting the sale and purchase transaction has been carried out based on a declarative clause that has material legal consequences. This clause is not merely a symbolic acknowledgement, but rather a legal statement (*rechtsverklaring*) that has three main implications: First, as evidence that there has been a unanimous agreement (*consensus ad idem*) between the parties regarding the object and price. Second, as an acknowledgment that the pre-contractual stages such as negotiation and exploration have been completed in good faith. Third, as the basis for the transformation of rights from the seller to the buyer that is final and binding. In legal construction, this statement serves as a starting point for the birth of the rights and obligations of the parties, as well as a temporal reference in the event of a dispute regarding the time of the transfer of rights.

### **3.2. The Legal Consequences of the Deed of Deed of Sale and Purchase that Has Given Birth to the Transfer of Rights to Change of Name Used as the Basis for a Lawsuit**

The legal consequences that arise when a Deed of Sale and Purchase that has been changed is used as the basis for a lawsuit depend heavily on the validity of the Deed of Sale and the legal elements inherent in it. If there are no formal or material defects, the Deed of Sale and Purchase is strong evidence that is difficult to refute. However, if there is an allegation that the sale and purchase process contains elements of fraud, forged signatures, does not meet subjective or objective requirements, or involves unauthorized parties, then the Deed of Sale and Purchase can be legally challenged. Lawsuits against Deeds that have been used as the basis for a change of name are usually filed by parties who believe they have rights to the land, for example, heirs, creditors, or parties who believe they never sold the land but whose names were included in the Deed of Sale illegally.<sup>16</sup>In such cases, the court will thoroughly assess whether the AJB was made legally, whether the parties were actually present at the time of signing, and whether there were any elements of forgery or fraud in the process of making the AJB.

If the Deed of Sale and Purchase (AJB) contains elements of an unlawful act, the

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<sup>15</sup>Bill Graham Suyadi, (2019), Pendaftaran Peralihan Hak Milik atas Tanah Melalui Jual Beli Berdasarkan PP No 24 Tahun 1997 Tentang Pendaftaran Tanah", *Jurnal Lex Privatum*, Volume. V, Nomor. 3, 2019, p. 1

<sup>16</sup>Dewi Kurnia Putri & Amin Purnawan, (2017), Perbedaan Perjanjian Pengikatan Jual Beli Lunas Dengan Perjanjian Pengikatan Jual Beli Tidak Lunas, *Jurnal Akta*, Volume 4 Nomor 4, 2017, p. 621.



court can cancel the AJB and all its legal consequences, including the registration of a change of name at the National Land Agency (BPN). In this context, canceling the AJB has serious consequences: the buyer no longer has legal standing as the rightful owner, and the land rights can be returned to the rightful party. Even if the buyer's name is listed on the land certificate, the certificate can be declared legally invalid if it is based on a canceled AJB.<sup>17</sup> Therefore, the buyer whose name is listed on the certificate can still be sued if there is strong evidence that the sale and purchase process underlying the transfer of rights is legally flawed. In practice, lawsuits against AJBs often take the form of unlawful acts or lawsuits for cancellation of the deed, which aim to restore the legal status to what it was before the sale and purchase. The PPAT, as the official who prepared the deed, can also be held accountable administratively, civilly, or even criminally if proven negligent or involved in the preparation of an invalid AJB.

Administrative errors made by Land Deed Officials (PPAT), such as data discrepancies between the Deed of Sale and Purchase (AJB) and official records at the National Land Agency (BPN), the absence of supporting documents, or failure to meet formal requirements for preparing the AJB, can also have legal implications. If it is found that the PPAT did not follow the proper procedures or even lacked the legal authority to prepare the AJB, the deed can be declared invalid. Therefore, even if the buyer's name is listed on the land certificate as the legal owner, their legal ownership status can still be challenged if the legal basis, namely the AJB, is proven to be legally flawed. This demonstrates that the registration of a change of name on the certificate is not absolute proof of the validity of the right, but is highly dependent on the validity of the AJB as the initial legal basis.

The validity of a Deed of Sale and Purchase (AJB) depends heavily on the accuracy and validity of its contents and the procedures for its preparation. The PPAT's thoroughness in drafting the AJB, as well as the honesty and prudence of the parties involved in the transaction, are crucial to avoiding future legal disputes. An inaccurate AJB or one that is not drawn up in accordance with legal provisions will open the door for other parties to challenge the validity of the transaction and land ownership. Therefore, even if the AJB has resulted in a transfer of rights and is officially recorded on the land certificate, there is still the potential for lawsuits if fundamental errors are discovered.

A Deed of Sale and Purchase (AJB) prepared and validated by a Land Deed Official (PPAT) holds a very high level of evidentiary weight in the Indonesian legal system. As an authentic deed, the AJB is the primary evidence used by the courts in examining and deciding cases related to the transfer of land rights.<sup>18</sup> However,

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<sup>17</sup>*ibid*, p. 622

<sup>18</sup>Chintya Agnisa Putri, (2018), Efektivitas Pengecekan Sertifikat Terhadap Pencegahan Sengketa Tanah Dalam Proses Peralihan Hak Atas Tanah, *Jurnal Akta*, Volume 5, Nomor 11, 2018, p. 267

even though the Deed of Sale and Purchase (AJB) has a strong position, this does not make it immune from lawsuits. If a dispute arises concerning the validity of a land sale and purchase transaction, the aggrieved party can use the Deed of Sale and Purchase (AJB) that has been transferred to the buyer as the basis for a lawsuit to cancel the transfer of rights. Such a lawsuit can be based on claims that the Deed of Sale and Purchase (AJB) preparation process was legally flawed, either due to forgery, data manipulation, violation of legal procedures, or default in the implementation of obligations arising from the Deed of Sale and Purchase.

A Deed of Sale and Purchase can be revoked if there is strong evidence that the deed was executed in an unlawful manner, such as by forging a signature or providing data that is not in accordance with the facts. Forgery in an Deed of Sale and Purchase, including forged signatures or falsified supporting documents, constitutes a valid basis for suing and requesting the cancellation of the transfer of rights.<sup>19</sup> Failure to comply with legal procedures, such as the lack of consent from one of the parties, the use of false identification, or administrative errors during the name change process at the National Land Agency (BPN), can also result in a Deed of Sale and Purchase (AJB) being deemed legally flawed. Therefore, even if an AJB has resulted in legal consequences in the form of a transfer of land rights, it can still be the subject of a lawsuit if it violates applicable law.

Any aggrieved party has the right to file a civil lawsuit in court to annul the Deed of Sale and Purchase and its legal consequences. The court will assess whether there was any error, fraud, forgery, or negligence in the Deed of Sale and Purchase that resulted in the legal flaw.<sup>20</sup> If the lawsuit is granted, the Deed of Sale and Purchase (AJB) can be cancelled, and the transfer of ownership by the National Land Agency (BPN) can be declared invalid. This will result in the cancellation of the certificate in the buyer's name, and ownership rights can be returned to the rightful party. Therefore, the Deed of Sale and Purchase (AJB), which previously served as evidence of a legal transfer of ownership, can instead become the basis for a lawsuit, resulting in significant legal consequences for the land's status.

Proving legal defects in a Deed of Sale and Purchase (AJB) is crucial. The plaintiff must be able to show that the AJB process was invalid or contained material errors that were detrimental. Evidence such as forensic reports of signatures, payment documents, or records of agreements can be used to support the lawsuit's arguments. If the court finds that the AJB was indeed made in an illegal manner or involved fraud, then not only can the AJB be canceled, but all legal consequences, including the change of name on the certificate, can be restored to their original state. Thus, even though the AJB has legal force and has resulted in legal consequences in the form of a transfer of rights, the existence of sufficient

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<sup>19</sup>*ibid*, p. 269

<sup>20</sup>Tan Thong Kie, (2011), *Studi Notariat Dan SerbaSerbi Praktek Notaris*, Cet. 2, Jakarta : PT Ichtiar Baru van Hoeve, p. 241

evidence can change this legal status through a civil lawsuit.

The lawsuit filed against the Deed of Sale and Purchase essentially questions the substantial validity of the deed. If the Plaintiff can prove that the sale and purchase agreement outlined in the Deed of Sale and Purchase was made based on error, duress, or bad faith, then the Deed of Sale and Purchase shall not be legally binding.<sup>21</sup> The plaintiff has the right to request the cancellation of the transaction and all its legal consequences, including the cancellation of the name change that was carried out at the National Land Agency (BPN). In disputes involving the validity of the Deed of Sale and Purchase, the court will examine the procedural and material validity, including the parties' signatures, payment method, and fulfillment of other formal requirements.<sup>22</sup>

The Deed of Sale and Purchase (AJB) used as the basis for transferring land rights and followed by the name change process at the land office provides strong legal standing to the new rights holder. However, this position is not absolute because it remains subject to the principles of agrarian law, one of which is the principle of the social function of land as stipulated in Article 6 of the Basic Agrarian Law (UUPA). According to this provision, every right to land, including ownership rights, must be used with due regard for public, social, and environmental interests. Therefore, if after the transfer of rights through the AJB and official registration, the buyer misuses the land, for example by making the land an object of speculation, leaving it abandoned, or using it contrary to its intended purpose, these actions can become the basis for other injured parties to file a lawsuit.

The legal status of the AJB, which has resulted in legal consequences in the form of a change of name on land rights, does not automatically make it irrefutable. If the court finds that the transfer of rights through the AJB was carried out illegally, then the transfer can be canceled, and ownership rights returned to the original owner. If payment has been made by the buyer, but the AJB is proven to be legally flawed, then the payment can be ordered to be returned by the court in accordance with the principle of *restitutio in integrum* (return to the original state). not only is the transfer of rights canceled, but also the legal relationship resulting from the sale and purchase that was damaged is repaired through the restoration of the rights and obligations of the parties.<sup>23</sup>

The Deed of Sale and Purchase (AJB) used as the basis for changing the name on a land certificate means that the transfer of land rights is officially recorded in the state land register. However, if the process of creating the AJB or registering the rights is later discovered to be legally flawed, such as forgery, data manipulation,

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<sup>21</sup>*ibid*, p. 269

<sup>22</sup>Sahnan, M. arba, L. Wira Pria Suhartana, (2018), Kewenangan Badan Pertanahan Nasional Dalam Penyelesaian Sengketa Pertanahan, *Jurnal IUS*, Volume 7, Nomor 3, 2018, p. 446

<sup>23</sup>*ibid*, p. 447

or the lack of consent from the authorized party, the registered AJB can be the subject of a lawsuit.<sup>24</sup> Any party who feels aggrieved can file a lawsuit in court, alleging that the transfer of land rights through the Deed of Sale and Purchase is invalid. The court will assess not only the formal validity of the Deed of Sale and Purchase and its registration, but also material factors such as the veracity of the parties' identities, their free will in entering into the agreement, and the legality of the transferred land.

Legal issues arise when a party feels their rights have been violated or there are allegations of procedural violations in the preparation of the Deed of Sale and Purchase (AJB). The Deed of Sale and Purchase that has been the basis for the transfer of title can be the object of a lawsuit in court. Proof of the validity of the Deed of Sale and Purchase and the transfer process is crucial. The plaintiff may argue that the Deed of Sale and Purchase was made without legal approval, contained forgery, or involved substantial administrative negligence. If the court accepts evidence showing that the Deed of Sale and Purchase is not legally valid, the transfer of rights already registered in the name of the buyer can be annulled, and land ownership rights returned to the party previously registered as the owner.<sup>25</sup>

AJB can be used as a basis for a lawsuit for cancellation if the creation process does not meet formal and material requirements. Even though registration and transfer of ownership have been carried out, the Deed of Sale and Purchase can still be questioned in court if evidence is found of forgery, fraud, coercion, or negligence by the Land Deed Official (PPAT) in verifying the identities of the parties or the legality of the land object. In this condition, the aggrieved party, whether a third party, heir, or even the seller, can sue on the grounds that the Deed of Sale and Purchase was made legally invalid. If the plaintiff succeeds in proving that the transfer of rights stated in the Deed of Sale and Purchase is legally flawed, the court has the authority to cancel the Deed of Sale and Return the land ownership status to its original state.

AJB which is used as the basis for a lawsuit by the interested party. If, after the transfer of rights and the change of name, there is a legal flaw in the land use process, if it is found that the Deed of Sale and Purchase (AJB) was made without clarity regarding the legal status of the land, there are indications of fraud or data manipulation, or the transfer was carried out without the knowledge of the heirs, then these parties can file a lawsuit to cancel the Deed of Sale and Purchase and the subsequent transfer of rights. The court will assess whether the Deed of Sale and Purchase used as the basis for the transfer of rights was made in accordance

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<sup>24</sup>I Gusti Bagus Yoga Prawira, (2016), Tanggungjawab PPAT Terhadap Akta Jual Beli Tanah, *Jurnal IUS*, Volume IV, Nomor. 1, 2016, p. 68

<sup>25</sup>Ulfia Hasana, (2014), Status Kepemilikan Hak Atas Tanah Berdasarkan Konversi Hak Barat." *Jurnal Ilmu Hukum*, Volume. 3 Nomor 1, 2014, p. 5

with legal procedures and whether the transfer did not violate the law.

The Deed of Sale and Purchase (AJB) has been used as the basis for the process of transferring land rights through changing the name on the certificate at the land office. It can still be questioned if it is later discovered that there is suspicion of forgery of signatures, data manipulation, or administrative errors in its preparation.<sup>26</sup> Forged signatures are a serious violation because they affect the validity of the parties' intentions in the sale and purchase process. If it is discovered that one party never signed the Deed of Sale or that the signature was forged, the document loses its evidentiary force and can be used as grounds for a lawsuit to annul the transaction and annul the transfer of title.

Data manipulation Inconsistencies in the Deed of Sale and Purchase (AJB), such as falsified selling prices, incorrect land descriptions, or changes in the parties' identities, are also valid grounds for challenging the validity of the AJB in court. Such errors may go unnoticed during the transaction and only become apparent to the injured party later, during a dispute over land ownership or when a third party conducts further investigation.<sup>27</sup> In this context, the aggrieved party has the legal right to file a civil lawsuit to annul the Deed of Sale and Purchase and all its legal consequences, including the cancellation of the certificate of title transfer. Failure by the Land Deed Official (PPAT) to follow legal procedures, such as failing to provide valid supporting documents or failing to meet formal and administrative requirements as stipulated in laws and regulations, can also open the door to a lawsuit.

A lawsuit can be filed by a party who feels their rights have been violated, arguing that the administrative process that forms the basis for the legal transfer of rights was not carried out in accordance with legal provisions. For example, if it is found that the data on the land object in the Deed of Sale and Purchase (AJB) does not correspond to the actual situation, or that one of the supporting documents such as the inheritance certificate, SPPT PBB, or proof of tax payment (PPh and BPHTB) is invalid or even not attached at all, then the AJB can be considered formally and materially flawed. In such cases, the court has the authority to declare the AJB and all its legal consequences, including the change of name, null and void, and order that the land ownership status be returned to the original party. This is done to restore the legal position of the party harmed by the negligence.

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<sup>26</sup>I Gusti Bagus Yoga Prawira, *Op., Cit.*, p. 72

<sup>27</sup>Kunni Afifah, (2017), Tanggungjawab Dan Perlindungan Hukum Bagi Notaris Secara Perdata Terhadap Akta Yang Di Buatnya. *Jurnal Lex Renaissance*, Volume 1, Nomor 1. p. 152.

#### 4. Conclusion

The Legal Status of the Deed of Sale and Purchase (AJB) that Gives Birth to the Transfer of Rights to Change of Name as the Basis for a Lawsuit has a strong legal standing and is the legal basis for the transfer of land rights through the transfer of name at the BPN. The strength of the evidence and its binding nature provide legal certainty for the parties, but are not absolute. The AJB can be canceled if it is proven to violate procedures, contain material errors, or there is evidence of forgery. In Decision No. 127/Pdt.G/2018/PN.Tjk, the judge emphasized that the AJB remains valid as long as there is no strong evidence of violation, even if there is a payment problem. This emphasizes that the legal certainty of the AJB can always be tested to ensure justice, but cannot be revoked simply by negligence originating from the plaintiff himself. The Legal Consequences of a Deed of Sale and Purchase that Has Given Birth to a Transfer of Title and Transfer of Title Being Used as a Basis for a Lawsuit result in the Deed of Sale and Purchase having no perfect legal basis when the court declares that there are formal or material defects, such as forged signatures, fraud, data manipulation, procedural violations, or negligence of the Land Deed Making Official (PPAT) in fulfilling legal requirements. If the court finds sufficient evidence that the Deed of Sale and Purchase was made illegally, the transfer of title that has occurred can be canceled and the land ownership status returned to the rightful party. A lawsuit can be filed by any party who feels aggrieved, including heirs, third parties, or even the seller, with the aim of canceling the Deed of Sale and Purchase and all its legal consequences, including the registration of the transfer of title at the National Land Agency (BPN).

#### 5. References

##### Journals:

- Bill Graham Suyadi, (2019), Pendaftaran Peralihan Hak Milik atas Tanah Melalui Jual Beli Berdasarkan PP No 24 Tahun 1997 Tentang Pendaftaran Tanah”, *Jurnal Lex Privatum*, Volume. V, Nomor. 3, 2019
- Chintya Agnisa Putri, (2018), Efektivitas Pengecekan Sertifikat Terhadap Pencegahan Sengketa Tanah Dalam Proses Peralihan Hak Atas Tanah, *Jurnal Akta*, Volume 5, Nomor 11, 2018
- Dewi Kurnia Putri & Amin Purnawan, (2017), Perbedaan Perjanjian Pengikatan Jual Beli Lunas Dengan Perjanjian Pengikatan Jual Beli Tidak Lunas, *Jurnal Akta*, Volume 4 Nomor 4, 2017
- I Gusti Bagus Yoga Prawira, (2016), Tanggungjawab PPAT Terhadap Akta Jual Beli Tanah, *Jurnal IUS*, Volume IV, Nomor. 1, 2016
- Kunni Afifah, (2017), Tanggungjawab Dan Perlindungan Hukum Bagi Notaris Secara Perdata Terhadap Akta Yang Di Buatnya. *Jurnal Lex Renaissance*, Volume 1, Nomor 1

- Sahnan, M. arba, L. Wira Pria Suhartana, (2018), Kewenangan Badan Pertanahan Nasional Dalam Penyelesaian Sengketa Pertanahan, *Jurnal IUS*, Volume 7, Nomor 3, 2018
- Selamat Lumban Gaol, (2020), Keabsahan Akta Perjanjian Pengikatan Jual Beli Tanah Sebagai Dasar Pembuatan Akta Jual Beli Tanah Dalam Rangka Peralihan Hak Atas Tanah Dan Penyalahgunaan Keadaan (Misbruik Van Omstandigheden), *Jurnal Ilmiah Hukum Dirgantara*, Volume 11, Nomor 1, 2020
- Ulfia Hasana, (2014), Status Kepemilikan Hak Atas Tanah Berdasarkan Konversi Hak Barat." *Jurnal Ilmu Hukum*, Volume. 3 Nomor 1, 2014
- Yeni Puspita Dewi, Tina Marlina, & Irma Maulida, (2020), Kekuatan Akta Jual Beli (AJB) Atas Tanah Dalam Proses Menjadi Sertipikat Hak Milik (SHM), *Jurnal Hukum Responsif*, Volume. 11, Nomor. 2, 2020

**Books:**

- Adian Sutedi, (2018), *Peralihan Hak Atas Tanah Dan Pendaftarannya*, Jakarta : Sinar Grafika
- Gunawan Wijaya, (2002), *Jual Beli*, Jakarta : Raja Grafindo Persada
- Habib Adjie, (2017), *Memahami dan Menguasai Teori Akta Notaris Ragam Awal Akta, Komparasi dan Akhir Akta Notaris*, Semarang : Nuta Nusindo
- Irawan Soerodjo, (2001), *Kepastian Hukum Hak Atas Tanah Di Indonesia*, Surabaya : Arkola
- Jayadi Setiabudi, (2013), *Panduan Lengkap Mengurus Tanah dan Rumah Serta Segala Perizinannya*, Yogyakarta : Buku Pintar
- Sahnan, (2016), *Hukum Agraria Indonesia*, Malang : Setara Press
- Tan Thong Kie, (2011), *Studi Notariat Dan SerbaSerbi Praktek Notaris, Cet. 2*, Jakarta : PT Ichtiar Baru van Hoeve