

## Legal Force of Sale and Purchase Deeds Before Land Deed Officials in Proving Land Ownership Rights in Resolution of Land Disputes

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**Abstract.** *This study aims to analyze the legal force of a sale and purchase deed before a Land Deed Making Official (PPAT) in proving land ownership rights and examines legal protection for land owners in resolving land disputes in Indonesia. The research method used is normative juridical with a statutory regulatory approach and a conceptual approach, using secondary data in the form of primary, secondary, and tertiary legal materials analyzed descriptively qualitatively. The results of the study indicate that the PPAT sale and purchase deed has a fundamental position as an authentic deed with perfect evidentiary power based on Article 1870 of the Civil Code, but its legal force is not absolute because it can be destroyed if there are formal or material legal defects. Legal certainty of land ownership is only fully achieved after the PPAT deed is registered and a certificate is issued in the name of the buyer. Legal protection for land owners is realized through preventive protection in the form of a Complete Systematic Land Registration (PTSL) program and an electronic-based land administration system, as well as repressive protection through dispute resolution mechanisms, both litigation and non-litigation, as regulated in UUPA Number 5 of 1960, PP Number 24 of 1997, and PP Number 37 of 1998. This study recommends the need to strengthen supervision of PPAT, accelerate the land registration program, and increase public legal awareness to realize optimal land legal certainty in Indonesia.*

**Keywords:** *Disputes; Legal; Protection; Purchase.*

### 1. Introduction

Land is one of the most valuable assets for Indonesians, serving strategic functions as a place to live, a source of income, and a long-term investment. Legal and secure land ownership is a fundamental need for every citizen to achieve prosperity and economic stability. However, the complexity of the Indonesian land law system often creates problems in proving legal land ownership. A sale and purchase deed before a Land Deed Official (PPAT), as an authentic document, should be strong

evidence in proving land ownership rights. Problems arise when, in the practice of resolving land disputes, the evidentiary power of a PPAT deed faces various challenges and legal debates. Land disputes involving PPAT sales and purchase deeds are increasing, indicating weaknesses in the land ownership rights proving system. This phenomenon requires in-depth study to understand the effectiveness of PPAT deeds in providing legal certainty. The urgency of this research is even greater given the strategic role of PPATs in the national land law system, which must provide legal certainty for the community.

Philosophically, land rights are fundamental human rights and must receive comprehensive legal protection from the state.<sup>1</sup>Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia affirms that the land, water, and natural resources contained therein are controlled by the state and used for the greatest prosperity of the people. This philosophical basis indicates that the state has an obligation to provide legal certainty for land rights through an effective land administration system. Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) as the main legal basis for the Indonesian land law system mandates the importance of land registration to provide legal certainty. Article 19 of the UUPA expressly states that to guarantee legal certainty, the Government shall conduct land registration throughout the territory of the Republic of Indonesia according to provisions regulated by Government Regulations. Government Regulation Number 24 of 1997 concerning Land Registration as the implementing regulation of the UUPA regulates in detail the land registration mechanism including the role of PPAT in making authentic deeds. This legal basis indicates that *das sollen* (what should be) is the creation of a strong system of proof of land ownership rights through PPAT deeds. The legal force of a PPAT deed should provide absolute legal certainty for land rights holders. Ideally, a PPAT deed of sale and purchase, as an authentic deed, has perfect evidentiary force and is binding on all parties.

Empirical reality shows that *das sein* (the actual situation) often does not align with *das sollen* as stipulated in laws and regulations. Data from the National Land Agency (BPN) shows that land disputes in Indonesia reach thousands of cases each year, with the majority involving issues with PPAT sale and purchase deeds.<sup>2</sup>The Supreme Court of the Republic of Indonesia noted that land cases that enter the high court every year indicate that PPAT deeds do not fully provide the expected legal certainty.<sup>3</sup>This phenomenon demonstrates a gap between the legal validity of PPAT deeds and their effectiveness in dispute resolution practices. Cases such as land sales and purchases using PPAT deeds that were subsequently annulled by the court due to legal flaws demonstrate the weaknesses of the existing evidentiary system. Problems arise in various forms, from PPAT deeds drawn up

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<sup>1</sup>John Rawls. 1971. *A Theory of Justice*. Harvard University Press. Page. 98-102.

<sup>2</sup>National Land Agency. 2023. *Annual Report on Land Dispute Resolution*. Jakarta: BPN. Pp. 15-18.

<sup>3</sup>Supreme Court of the Republic of Indonesia. 2023. *Land Case Statistics for 2022*. Jakarta: MA RI. Pp. 25-27.

without fulfilling formal requirements to deeds drawn up based on incomplete or forged documents. The complexity of these issues requires an in-depth analysis of the factors influencing the evidentiary validity of PPAT deeds. This situation creates legal uncertainty that can be detrimental to the public and hinder investment in the land sector. The negative impact of this weak evidentiary system is a decline in public trust in PPAT institutions as officials authorized to issue authentic deeds.

In 2021, the Pati District Court handled a land dispute case involving the alleged forgery of a Land Deed (PPAT) for a 900 square meter plot of land located in Jakenan District, Pati Regency. The plaintiff, as the legal owner of the land with Certificate of Ownership Number 1456, discovered that his land had been taken over by the defendant, who claimed to have purchased the land based on PPAT Deed of Sale and Purchase Number 234/2019. After checking with the Land Office and the relevant PPAT office, it was discovered that the plaintiff's signature as the seller on the deed was allegedly forged and that the plaintiff had never conducted a sale and purchase transaction at all. The defendant in his response stated that he was a good faith buyer who had purchased the land through an intermediary and had received a PPAT Deed of Sale and Purchase that appeared to be formally valid. The legal issues that arose were whether the PPAT Deed of Sale and Purchase, which was apparently made based on a forged signature, still had legal force and how it protected the actual land owner and the buyer who claimed to be in good faith. During the trial, a thorough examination of the deed's validity was conducted, including the examination of witnesses and graphologists to verify the authenticity of the signatures. The panel of judges also requested information from the Land Deed Official (PPAT) who prepared the deed to explain the deed's preparation procedures and the verification of the parties' identities.

Several researchers have previously conducted research on the legal validity of PPAT deeds with varying focuses. In her 2019 study, Sari Mutiara Dewi examined the legal certainty of PPAT deeds within the land registration system. However, this study focused more on administrative aspects than on evidentiary validity in disputes.<sup>4</sup> Ahmad Redi conducted a 2020 study on the responsibility of Land Deed Officials (PPAT) in drafting land sale and purchase deeds, but did not comprehensively examine the evidentiary power of these deeds in dispute resolution.<sup>5</sup> Boedi Harsono's 2018 study discussed the land registration system and PPAT deeds from an administrative law perspective, but did not analyze the effectiveness of PPAT deeds as evidence in land disputes.<sup>5</sup> In her 2021 study, Maria Farida Indrati analyzed the legal aspects of authentic PPAT deeds, but her research

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<sup>4</sup>Sari Mutiara Dewi. 2019. "Legal Certainty of PPAT Sale and Purchase Deeds in the Land Registration System". Indonesian Land Law Journal. Vol. 5, No. 2. Pp. 145-160.

<sup>5</sup>Ahmad Redi. 2020. "PPAT's Responsibilities in Making Land Sale and Purchase Deeds". Indonesian Notary Journal. Vol. 8, No. 1. Pp. 78-95.

focused on the validity of the deed, not its evidentiary power.<sup>6</sup>These studies generally discuss the normative aspects of PPAT deeds without in-depth examination of their effectiveness in dispute resolution practices. Existing studies have not provided a comprehensive solution to the problem of the evidentiary power of PPAT deeds in land disputes. This research gap indicates the need for studies that focus more on the evidentiary power of PPAT deeds in the context of dispute resolution. This study will fill this gap by in-depth analyzing the legal force of PPAT deeds as evidence in land disputes. The approach used is a normative-empirical analysis to provide a comprehensive picture of the effectiveness of PPAT deeds.

Based on the background of the problem above, the author wishes to write a thesis entitled "Legal Power of Sale and Purchase Deeds Before Land Deed Making Officials in Proving Land Ownership Rights in Resolving Land Disputes"

## **2. Research Methods**

This research uses a normative juridical approach by reviewing laws and regulations related to PPAT sale and purchase deeds and land dispute resolution, including the Basic Agrarian Law Number 5 of 1960, Government Regulation Number 24 of 1997 concerning Land Registration, Government Regulation Number 37 of 1998 concerning PPAT Position Regulations, and other related regulations. A conceptual approach is also applied to analyze legal concepts such as legal certainty, legal protection, and the evidentiary power of authentic deeds. The research specifications are descriptive-analytical in nature, describing and analyzing the legal force of PPAT sale and purchase deeds in proving land ownership rights and legal protection for landowners in resolving land disputes. The data collection method is carried out through library research by collecting secondary data in the form of primary legal materials that include laws and court decisions, secondary legal materials in the form of law books, scientific journals, and previous research results, and tertiary legal materials in the form of legal dictionaries and encyclopedias. Data analysis uses a qualitative descriptive method by systematically presenting, interpreting, and analyzing legal materials that have been collected to answer research problems, then drawing conclusions based on the legal certainty theory framework of Gustav Radbruch and the legal protection theory of Philipus M. Hadjon.

## **3. Results and Discussion**

### **3.1. Legal Power of a Deed of Sale and Purchase Before a Land Deed Official in Proving Land Ownership Rights**

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<sup>6</sup>Maria Farida Indrati. 2021. "Legal Aspects of Authentic Deeds of Land Deed Officials in the Indonesian Legal System". Journal of Notary Law. Vol. 9, No. 2. Pp. 112-128.

A Deed of Sale and Purchase before a Land Deed Making Official has fundamental legal force in the Indonesian land law system, but this legal force has certain limits that need to be understood comprehensively. The legal force of a PPAT deed can first be seen from the dimension of legal certainty as stated by Gustav Radbruch in his theory of the purpose of law. Radbruch stated that law has three main objectives: legal certainty, justice, and benefit, where legal certainty provides assurance that the law can be implemented with certainty and predictability.<sup>7</sup>In the context of a PPAT deed, legal certainty is achieved through the evidentiary force inherent in the deed as an authentic deed. Based on Articles 1870 and 1871 of the Civil Code, an authentic deed provides perfect proof of its contents for the parties who made it, their heirs, and those who derive rights from them.<sup>8</sup>This perfect evidentiary power means that what is stated in the PPAT deed must be considered true and the judge is bound to accept it as valid evidence, unless it can be proven otherwise through a valid legal process with strong evidence.

However, the legal force of a PPAT deed is not absolute and unlimited. The first limitation of the legal force of a PPAT deed lies in the formal validity of the deed itself. A PPAT deed only has full legal force if it is made in accordance with the procedures and provisions stipulated in laws and regulations, specifically Government Regulation Number 37 of 1998 concerning the Regulations on the Position of Land Deed Officials and Government Regulation Number 24 of 1997 concerning Land Registration.<sup>9</sup>If in the making of the deed there is a violation of formal provisions such as the lack of authority of the PPAT who made the deed, incomplete required documents, or the absence of the parties at the time of signing the deed, then the legal force of the deed can be questioned and can even be canceled by the court. In Supreme Court Decision Number 1230 K/Pdt/2016, the Supreme Court emphasized that the sale and purchase deed made before the PPAT is an authentic deed that has perfect and binding evidentiary power as long as it cannot be proven otherwise, which implicitly means that the legal force of the deed can be destroyed if there is proven legal flaw in its making.<sup>10</sup>

The second limitation of the legal validity of a PPAT deed lies in the material validity of the underlying sale and purchase transaction. Even if the deed is formally drawn up by an authorized PPAT, if the underlying sale and purchase transaction contains material legal defects, the deed's legal validity may be revoked. This material legal defect may include failure to fulfill the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code, namely an agreement free from defects in the will and capacity of the parties, a clear and

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<sup>7</sup>Gustav Radbruch, 2006, *Rechtsphilosophie (Legal Philosophy)*, translated by Kurt Wilk, Harvard University Press, Cambridge, pp. 107-108.

<sup>8</sup>Republic of Indonesia, Civil Code (*Burgerlijk Wetboek*), translated by R. Subekti and R. Tjitrosudibio, Article 1870 and Article 1871.

<sup>9</sup>Republic of Indonesia, Government Regulation Number 37 of 1998 concerning the Regulations on the Position of Land Deed Making Officials, State Gazette of the Republic of Indonesia 1998 Number 52

<sup>10</sup>Decision of the Supreme Court of the Republic of Indonesia Number 1230 K/Pdt/2016.

definable object, and a lawful cause. If it is proven that the sale and purchase agreement occurred due to coercion, fraud, or essential error, then the PPAT deed drawn up based on that agreement can be annulled by the court even if the deed was formally drawn up correctly. Similarly, if the seller is found to lack the authority to sell the land because he is not the legal owner or the land is in dispute, the PPAT deed cannot grant legal ownership rights to the buyer. In this context, Radbruch's theory of justice becomes relevant because the law must not only emphasize formal legal certainty without considering the underlying material justice. Radbruch stated that when there is a conflict between legal certainty and justice, then in certain situations justice must be prioritized, especially when the rigid application of legal certainty will result in extreme injustice.<sup>11</sup>

The third limitation of the legal force of a PPAT deed is that the deed is merely formal evidence of the transfer of rights, but does not provide complete legal certainty of ownership before it is registered at the land office and a certificate is issued in the name of the buyer. Article 37 paragraph (1) of Government Regulation Number 24 of 1997 expressly states that the transfer of land rights through sale and purchase can only be registered if proven by a deed before an authorized PPAT.<sup>12</sup> This means that a PPAT deed is an absolute requirement but is not sufficient to provide legal certainty of ownership. Complete legal certainty is only achieved after the transfer of rights is registered and recorded in the land book and a new certificate is issued in the name of the buyer. Indonesia adopts a negative publication system with a positive tendency in its land registration, which means that a land title certificate is strong evidence but not absolute evidence because it can still be refuted by other, stronger evidence. Thus, the legal force of a PPAT deed must be viewed in relation to the overall land registration system, where the PPAT deed is an integral and inseparable part of the transfer of rights registration process.

The fourth limitation of the legal force of a PPAT deed relates to the principle of good faith in acquiring land rights. Even though someone has obtained a PPAT deed that is formally valid, if the buyer does not act in good faith in the sense that he knows or should have known that there is a legal defect in the land he is buying, then the legal force of the deed cannot protect the buyer from lawsuits from the party who is truly entitled. Article 32 paragraph (2) of Government Regulation Number 24 of 1997 requires good faith as one of the conditions for obtaining legal protection for ownership of certified land.<sup>7</sup> In judicial practice, judges will assess the buyer's good faith based on various indicators such as whether the buyer has conducted a careful examination of the ownership documents, whether the purchase price is reasonable according to market prices, and whether the buyer is aware of any disputes or lawsuits regarding the land. Supreme Court Decision

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<sup>11</sup>Gustav Radbruch, 2006, Five Minutes of Legal Philosophy, in *Rechtsphilosophie* (Legal Philosophy), translated by Kurt Wilk, Harvard University Press, Cambridge, p. 115.

<sup>12</sup>Republic of Indonesia, Government Regulation Number 24 of 1997 concerning Land Registration, State Gazette of the Republic of Indonesia 1997 Number 59, Article 37 paragraph (1).



Number 650 K/Pdt/2018 provides consideration that buyers who purchase land at a price significantly below market prices and do not conduct adequate checks can be considered not acting in good faith and therefore are not entitled to legal protection.<sup>13</sup> This shows that the legal force of a PPAT deed is limited by the principle of justice which requires that legal protection only be given to parties who are truly entitled and act in good faith, in line with Radbruch's theory which emphasizes the importance of justice as one of the objectives of law.

The fifth limitation relates to the time limit for filing a lawsuit against land ownership based on a PPAT deed. Although in principle a legally flawed PPAT deed can be challenged for cancellation, the Indonesian legal system provides a time limit for filing such a lawsuit in order to maintain legal certainty and stability in land legal relations. Article 32 paragraph (2) of Government Regulation Number 24 of 1997 stipulates that if a certificate has been legally issued for a plot of land in the name of a person or legal entity who acquired the land in good faith and actually controls it, then other parties who feel they have rights to the land can no longer demand the implementation of these rights if within five years from the issuance of the certificate they do not file an objection or lawsuit.<sup>14</sup> This provision provides certainty that after five years, the legal force of the PPAT deed and the certificate issued thereunder becomes irrevocable as long as the holder acts in good faith and actually controls the land. This time limit reflects an effort to achieve a balance between legal certainty and justice, where legal certainty must ultimately take precedence to maintain stability and public trust in the land law system.

The sixth limitation of the legal validity of a PPAT deed relates to the possibility of its cancellation due to violation of mandatory statutory provisions or conflict with public order and morality. Even if a PPAT deed is formally correct and the parties agree, if the content or purpose of the sale and purchase transaction conflicts with mandatory statutory provisions, public order, or morality, the deed is null and void and has no legal force whatsoever. Examples include land sales that violate provisions regarding the maximum or minimum land area, sales conducted for unlawful purposes, or sales that violate provisions prohibiting land ownership by foreign nationals. In such cases, the PPAT deed cannot grant legal ownership rights to the buyer because the underlying transaction is null and void from the outset. This aligns with Radbruch's theory of legal utility, which emphasizes that the law must benefit society and must not be used for purposes that conflict with the public interest or the fundamental values held by society.

From Gustav Radbruch's theoretical perspective, the legal force of a PPAT deed can be understood as an effort to simultaneously realize three legal objectives: legal certainty, justice, and utility. Legal certainty is realized through the perfect evidentiary power inherent in authentic deeds and through a land registration

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<sup>13</sup>Ibid., Article 32 paragraph (2).

<sup>14</sup>Decision of the Supreme Court of the Republic of Indonesia Number 650 K/Pdt/2018.

system that provides guarantees to rights holders. Justice is realized through various limitations on the legal force of PPAT deeds, which allow them to be revoked if there are underlying legal defects or injustices. Utility is realized through the function of PPAT deeds in facilitating safe land transactions and providing protection to the public from detrimental practices. However, in practice, these three legal objectives are often in tension with each other. When a conflict arises between legal certainty and justice, the court must exercise careful consideration to determine which should take precedence in a specific case. Radbruch himself acknowledged that there is no definitive formula for resolving conflicts between these three legal objectives, but he provided guidance that, in principle, legal certainty should take precedence because the law must be predictable and provide legal security for the public. However, in situations where the rigid application of legal certainty would result in extreme injustice or would be contrary to fundamental human values, justice must be prioritized.

The application of Radbruch's theory in the context of the legal force of PPAT deeds can be seen in various court decisions that demonstrate the judge's efforts to balance legal certainty with justice. On the one hand, the court consistently provides protection to PPAT deed holders who have been registered and have certificates issued in their names to maintain legal certainty and public trust in the land registration system. On the other hand, the court also opens the possibility of annulling a PPAT deed if it is proven to have a fundamental legal flaw or clear injustice, such as in cases of forgery, fraud, or violation of the rights of a third party acting in good faith. Supreme Court Decision Number 2069 K/Pdt/2014 provides an example of how the court attempts to balance legal certainty with justice in a case where a good-faith buyer who has acquired land based on a valid PPAT deed is sued by another party claiming to be the true owner.<sup>15</sup> The Supreme Court provided protection to buyers in good faith, considering that the land registration system should provide legal certainty for parties who have acquired rights through proper procedures. However, the Supreme Court also emphasized that this protection is only granted to buyers who are truly acting in good faith, thus maintaining fairness by not providing protection to parties who are aware of legal flaws but continue with the transaction.

From the above description, it can be concluded that the legal force of a PPAT deed has clear boundaries in the Indonesian land law system. The legal force of a PPAT deed is very strong in providing legal certainty to land rights holders, but it is not absolute and can be destroyed if there are legal defects, both formal and material, in the creation of the deed or in the underlying transaction. A PPAT deed provides perfect evidentiary force as an authentic deed, but this force is limited by the principles of justice that require legal protection to be given only to parties who act in good faith and obtain rights through legal means. The legal force of a PPAT deed must also be seen in the context of the land registration system as a

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<sup>15</sup>Republic of Indonesia, Government Regulation Number 24 of 1997, op.cit., Article 32 paragraph (2).



whole, where the PPAT deed is an instrument for registering the transfer of rights, but complete legal certainty is only achieved after registration is carried out and the certificate is issued. The time limit for filing a cancellation lawsuit and the requirement for good faith demonstrate the legal system's efforts to achieve a balance between legal certainty and justice as stated in Radbruch's theory. From Radbruch's theoretical perspective, the legal force of a PPAT deed reflects an effort to achieve legal certainty as the primary objective of law, while still maintaining fairness and utility, thus preventing extreme injustice or harming the public interest. A comprehensive understanding of the limits of the legal force of a PPAT deed is crucial for all parties involved in land transactions to ensure their rights are adequately protected and to prevent future disputes.

### **3.2. Legal Protection for Landowners in Land Dispute Resolution**

Land is a natural resource that has strategic and fundamental value in the lives of Indonesian people, both from an economic, social, and cultural perspective. The existence of land not only functions as a place to live and do business, but also becomes a valuable asset that can be passed on to future generations. In the context of Indonesian agrarian law, land regulations have been comprehensively regulated through various laws and regulations aimed at providing legal certainty and protection to every landowner. Legal protection according to Satjipto Rahardjo is essentially an effort to protect a person's interests by allocating a power to act in the framework of those interests, where the law protects a person's interests by allocating a power to act in the interests of those interests.<sup>16</sup> This understanding aligns with the Basic Agrarian Law Number 5 of 1960, which serves as the primary foundation for regulating land rights, the obligations of rights holders, and the mechanisms for resolving disputes that may arise in land relations. However, in practice, land disputes still frequently occur and involve various parties with differing interests. The complexity of land issues in Indonesia is inseparable from historical factors, where the land ownership system has undergone various changes from the colonial period to the reform era. Regulatory changes, rapid population growth, and limited land have created pressures on land availability and control. Therefore, a thorough understanding of legal protection for landowners is crucial to preventing and resolving land conflicts fairly.

Philipus M. Hadjon distinguishes two types of legal protection: preventive legal protection and repressive legal protection. Preventive legal protection gives the public the opportunity to raise objections or express opinions before a government decision is finalized, while repressive legal protection aims to resolve disputes.<sup>17</sup> Justice in resolving land disputes is not only related to procedural aspects, but also to the substantive aspects concerning the fundamental rights of every citizen to land. Adequate legal protection will provide a sense of security

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<sup>16</sup> Satjipto Rahardjo, 2000, *Legal Science*, Fifth Edition, Citra Aditya Bakti, Bandung, p. 53.

<sup>17</sup> Philipus M. Hadjon, 1987, *Legal Protection for the People in Indonesia*, Bina Ilmu, Surabaya, p. 2.

and certainty for the community in controlling, using, and exploiting their land. Therefore, legal protection for landowners in resolving land disputes based on applicable laws and regulations in Indonesia must be studied in depth, integrating the concepts of preventive and repressive legal protection.

The Basic Agrarian Law Number 5 of 1960, hereinafter referred to as the UUPA, is a historical milestone in Indonesia's national agrarian legal system. The UUPA was born as an effort to eliminate the dualism of land law that existed during the colonial period, where customary law and Western law operated separately and often gave rise to conflict. Through the UUPA, the Indonesian government sought to create a unified land law based on customary law, while still taking into account national interests and development. Article 1 paragraph 1 of the UUPA affirms that the entire territory of Indonesia is a unified homeland of all Indonesian people united as the Indonesian nation. This principle demonstrates that land has a social function that not only benefits individual owners but must also provide benefits to the wider community. In the context of Satjipto Rahardjo's theory, this social function of land is a manifestation of law that serves the interests of society, not solely individual interests. In terms of legal protection, the UUPA provides legal certainty through the land registration system regulated in Article 19. This legal certainty includes certainty of legal subjects, legal objects, and the legal relationship between the subject and the object. The UUPA also regulates various types of land rights, such as ownership rights, cultivation rights, building rights, use rights, and other rights that authorize the owner to use the land according to its designated purpose and for a specified time limit. Every land right recognized by the UUPA must be registered to obtain a certificate as strong proof of ownership. However, the UUPA also recognizes unregistered land rights as long as they can be proven with legally valid evidence. Legal protection under the UUPA is not only limited to ownership but also includes protection for the right to use, utilize, and transfer rights to the land in accordance with applicable provisions.

As an implementation of the mandate of Article 19 of the UUPA, the government has issued Government Regulation Number 24 of 1997 concerning Land Registration, which is a form of preventive legal protection as stated by Philipus M. Hadjon. This regulation regulates in detail the land registration mechanism, both for initial land registration and the maintenance of land registration data. The purpose of land registration as stipulated in Article 3 of PP Number 24 of 1997 is to provide legal certainty and legal protection to rights holders of a plot of land, apartment units, and other registered rights. Through land registration, rights holders will obtain a certificate as proof of rights that serves as strong evidence regarding the physical and legal data contained therein. The land registration system in Indonesia adheres to a negative publication system that contains positive elements, meaning that land certificates are strong but not absolute evidence. In the event of a dispute, the aggrieved party can still prove otherwise in court that they are the true land owner. The land registration process includes activities such as measuring and mapping land plots, recording rights, issuing

certificates, and maintaining land registration data. Any changes in legal data, such as transfers of rights, encumbrances, and revocations of rights, must be reported and recorded in the land register at the Land Office. The obligation to register any changes to land rights is a form of preventative legal protection aimed at avoiding future disputes. Government Regulation Number 24 of 1997 also regulates the mechanism for resolving administrative disputes arising during the land registration process through objections and lawsuits filed with the State Administrative Court. This mechanism provides landowners who feel aggrieved by administrative decisions during the land registration process with a legal avenue to defend their rights, which is part of repressive legal protection.

Government Regulation Number 37 of 1998 concerning the Regulations on the Position of Land Deed Officials (PPAT) is a very important legal instrument in the Indonesian land law system. PPAT is a public official authorized to make authentic deeds regarding certain legal actions regarding land and ownership rights to apartment units. The existence of PPAT provides legal certainty for parties conducting land transactions because the deeds before PPAT have perfect evidentiary force. In carrying out their duties, PPAT must be independent, impartial, and provide equal service to all parties who require their services. PPAT is required to provide legal counseling to parties who will carry out legal actions so that they understand the legal consequences of the actions to be taken. Before making a deed, PPAT is obliged to conduct research on documents related to the land that will be the object of the legal action, such as land certificates, the identities of the parties, necessary permits, and other supporting documents. This careful research is a preventive measure to avoid future disputes due to legal flaws in land transactions, in line with Philipus M. Hadjon's concept of preventive legal protection. PPATs are also required to refuse to make a deed if there is an indication of inconsistency between the parties' statements and the existing documents or if there is a prohibition on carrying out legal actions on the land. PP Number 37 of 1998 also regulates sanctions for PPATs who violate the provisions in carrying out their duties, ranging from written warnings, temporary dismissal, to dishonorable dismissal. The regulation regarding these sanctions is intended to maintain the integrity of PPATs in providing services to the community and protect the interests of parties conducting land transactions. PPAT deeds made in accordance with applicable provisions are strong evidence in resolving land disputes in court.

The Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN), as the institution authorized to manage land administration in Indonesia, has issued various ministerial regulations to complement and elaborate on existing land laws and regulations. Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 11 of 2016 concerning Land Case Settlement is one of the important regulations that provides guidelines for resolving land disputes. This regulation regulates the mechanism for handling land cases, which includes the stages of identification, inventory,

verification, analysis, assessment, and case resolution. Through this regulation, ATR/BPN strives to resolve land disputes quickly, accurately, and fairly by prioritizing the principle of deliberation for consensus. Resolving land disputes through mediation at ATR/BPN provides a more efficient and economical alternative resolution compared to litigation in court. In the mediation process, the disputing parties are given the opportunity to express their respective views and interests, facilitated by a neutral mediator. The mediator from the ATR/BPN will help the parties find common ground and a solution that is acceptable to all parties without having to go through a long and tedious trial process. The success of mediation depends heavily on the good faith of the parties to resolve the dispute peacefully and respect the rights of each party. In addition to Ministerial Regulation Number 11 of 2016, there are also other Ministerial Regulations of the ATR/BPN that regulate land services such as land certification, transfer of rights, encumbrances, and issuance of land rights, all of which aim to provide legal protection to landowners. The Ministry of ATR/BPN also periodically updates land data and improves the land administration system to improve service quality and minimize the occurrence of land disputes.

In Indonesian judicial practice, various court decisions provide legal protection for landowners in resolving land disputes as a form of repressive legal protection. The Supreme Court of the Republic of Indonesia, through Decision Number 1230 K/Pdt/2014, has provided important considerations regarding the evidentiary power of land certificates in ownership disputes. In this decision, the Supreme Court emphasized that land certificates are strong evidence, but not absolute because they can still be revoked if there is stronger evidence indicating a legal flaw in the issuance of the certificate. This principle is in line with the negative publicity system adopted in the land registration system in Indonesia. In another case, Supreme Court Decision Number 2682 K/Pdt/2015 provides protection for land buyers in good faith by emphasizing that buyers who have purchased land in accordance with applicable legal procedures and are unaware of any legal flaws in the land must have their rights protected. This decision provides legal certainty for people conducting land transactions so they do not worry about losing their land due to disputes arising from the past as long as they have made the purchase in good faith. The Supreme Court, through its various jurisprudence, has also provided guidelines on proving land ownership, particularly for uncertified land. In cases where land is uncertified, the owner can prove ownership through evidence such as a girik (land title), a petuk (land title deed), a certificate from the village head, land and building tax receipts, and evidence of actual and continuous physical possession. When deciding land cases, the court must objectively and balancedly consider all evidence presented by the parties to reach a just decision. Furthermore, the court must also consider the principles of land law, such as the principle of the social function of land, the principle of state control of land, and the principle of prohibition of absentee land ownership, all of which aim to create justice in the distribution and use of land.

The Meruya land dispute in West Jakarta, between residents and a property developer, is a prime example of the complexity of land issues in Indonesia. The case stemmed from a claim of land ownership by residents who had owned and occupied the land for generations since the Dutch colonial era. However, on the other hand, another developer claimed to have the same land rights based on a certificate issued by the National Land Agency. This dispute has been going on for years and involved various legal efforts, ranging from mediation and civil lawsuits to an appeal to the Supreme Court. In resolving this dispute, the court must conduct an in-depth study of the land ownership history, the validity of the certificate, and evidence of physical possession by the parties. The Meruya case demonstrates that legal protection for landowners depends not only on certificate ownership but also on other evidence that can demonstrate actual ownership. The court, in its ruling, considered that issuing certificates that ignore the rights of residents who have owned the land for generations violates the principle of justice. Therefore, certificates issued with legal defects can be revoked and the land returned to the true owner. This case also exposed maladministration in the issuance of land certificates, which harmed the community and sparked social conflict. To prevent a recurrence of similar cases, improvements to the land administration system, increased transparency in the certificate issuance process, and strict oversight of the performance of land officials are needed.

The land dispute in the Puncak area of Bogor, West Java, also serves as a case study demonstrating the importance of legal protection for landowners in good faith. The Puncak area, with its high economic value due to its tourism potential and natural beauty, has become a target for investors and property developers. Over time, numerous disputes have arisen between the original landowners and parties claiming ownership of the same land based on documents of questionable validity. Some cases involve falsified certificates, manipulated land boundaries, and land sales conducted without the knowledge of the original owners. Courts handling cases in Puncak must carefully examine ownership documents, conduct on-site inspections to assess the physical condition of the land, and hear testimony from witnesses familiar with the land's ownership history. In several decisions, courts have revoked certificates issued based on forged documents and returned the land to the rightful owners. The Puncak cases also highlight the need for prospective land buyers to conduct thorough research before making a purchase. Prospective buyers should verify the authenticity of the certificate, ensure the seller is the rightful owner, verify the land's ownership history, and ensure the land is free of disputes. The Land Deed Official (PPAT), as the official who issues the sale and purchase deed, is also responsible for examining the documents and ensuring that the transaction is free from legal defects. Legal protection remains available to buyers in good faith as long as they have conducted the transaction in accordance with applicable legal procedures and are unaware of any legal defects in the land they are purchasing.

#### 4. Conclusion

A deed of sale and purchase before a Land Deed Official (PPAT) holds a fundamental position in the Indonesian land law system as an authentic deed that has perfect evidentiary force, is binding on the parties, and is an absolute requirement for registering the transfer of land rights at the land office. The legal protection provided to a good-faith buyer who has acquired land based on a valid and registered PPAT deed is very strong, as confirmed in various Supreme Court decisions, but this protection still requires that the buyer does not know and should not know about any legal defects at the time of the transaction. Legal protection for landowners in resolving land disputes is a fundamental aspect of the Indonesian agrarian legal system, originating from various laws and regulations, starting from UUPA Number 5 of 1960, PP Number 24 of 1997 concerning Land Registration, PP Number 37 of 1998 concerning PPAT, to various Regulations of the Minister of ATR/BPN that regulate the technical aspects of land administration. The implementation of this legal protection depends not only on adequate regulatory aspects, but also on the quality of implementation in the field by all stakeholders including the government, law enforcement officials, notaries and PPAT, as well as the community itself, as confirmed in various court decisions and real cases such as the Meruya land dispute, the conflict in the Puncak area, and agrarian conflicts involving indigenous communities.

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