

Legal Protection for Property Buyers Based on Deeds of Transfer of Rights Drawn Up by Public Officials

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Abstract. *This study aims to analyze the form of legal protection for property buyers based on a deed of transfer of rights declared invalid, the responsibility of a Notary or PPAT in making the deed, the legal considerations of the Kudus District Court in canceling the deed, and its review based on Islamic values. This study uses a sociological juridical approach with qualitative descriptive research specifications. Data were obtained through field studies and literature studies, then analyzed qualitatively descriptively. The results of the study indicate that property buyers in good faith still have the right to obtain legal protection, legal certainty, and recovery of losses if the deed of transfer of rights is declared invalid. The Notary or PPAT has the responsibility to ensure the fulfillment of formal and material requirements as well as the validity of the object and procedure for making the deed. The cancellation of the deed by the Kudus District Court is based on the existence of legal defects that affect the validity of the deed. From an Islamic perspective, the protection of buyers and the responsibility of public officials are in line with the principles of justice, trustworthiness, protection of property (hifz al-mal), and the prohibition of causing loss (la dharar wa la dhirar).*

Keywords: *Buyers; Legal; Property; Protection; Transfer.*

1. Introduction

Notaries hold the position of public officials in the Indonesian legal system, authorized by law to draw up authentic deeds, including Deeds of Sale and Purchase (AJB) for land and building transactions. AJBs have high evidentiary value and are a crucial instrument in ensuring legal certainty and legal protection for parties in the transfer of land rights.¹ However, in practice, not all AJBs prepared by public officials comply with both formal and material legal requirements. This situation can result in losses for buyers if the deed, which they believed to provide

¹Oktavia, Nasya. (2024). "The Role of Notaries in Making Legal Sales and Purchase Contracts from a Positive Legal Perspective," Multidisciplinary Journal of Academic Sciences, Vol. 2 No. 1, p. 475. url <https://ejurnal.kampusakademik.co.id/index.php/jmia/article/download/3476/3118>

legal certainty, is later declared invalid.²

One of the issues that became the object of research is the Graha Alka Kudus housing transaction dispute as reflected in the Kudus District Court Decision Number 28/Pdt.G/2023/PN Kds. In this case, the buyer had made payment and received the Deed of Sale and Purchase, but the deed was later declared invalid because it did not meet applicable legal requirements, both from an administrative and procedural aspect.³ This situation shows the vulnerability of the buyer's position in property transactions, because consumers generally do not have the ability to thoroughly examine the legal aspects and validity of the entire deed-making process.⁴

Legally, the legal relationship between the seller and the buyer in a sale and purchase transaction is based on Article 1457 of the Civil Code, while the validity of the agreement must meet the requirements as stipulated in Article 1320 of the Civil Code. The power of the AJB as an authentic deed refers to Article 1868 of the Civil Code which requires that the deed be made in a form determined by law by or before an authorized public official.⁵ The responsibilities of a notary are regulated in Law Number 2 of 2014 concerning the Office of Notaries, which requires notaries to act honestly, independently, impartially, and responsibly in carrying out their duties. Furthermore, protection for buyers as consumers is also legally based in Law Number 8 of 1999 concerning Consumer Protection.

This issue becomes increasingly complex due to the boundary of authority between the District Court and the State Administrative Court. The District Court is principally authorized to examine and decide on civil legal relations between the parties, while the annulment of State Administrative Decisions falls within the authority of the State Administrative Court, as stipulated in Law Number 5 of 1986 concerning State Administrative Courts and its amendments. This overlapping authority can give rise to legal issues when the validity of the deed of transfer of rights is related to administrative aspects or decisions of government officials, potentially creating legal uncertainty for property buyers.

Sociologically, this case demonstrates the unequal position between the buyer

²Prasetyo, Panji. (2021). "Legal Protection for Underhand Land Purchases Against Unlawful Acts by the Seller (District Court Decision No. 1/PDT.G/2020/PN SNG)", Indonesia Notary, Vol. 3 No. 1, p. 810. url<https://scholarhub.ui.ac.id/notary/vol3/iss3/35/>

³murianews.com, "Default, Developer in Kudus Ordered to Pay Rp. 5 Billion in Compensation", <https://berita.murianews.com/yuda-aulya-rahman/406355/default-of-developers-in-kudus-sentenced-to-compensation-for-rp-5-miliar>, accessed May 24, 2025

⁴Kurniawan, Rizqi Akbar. (2025). "Notary's Responsibility for Issuing Land Sale and Purchase Deeds and PPJB for Two Clients with the Same Object (Analysis of Decision Number 3/Pdt.G/2024/PN SPG)", Indonesian Legal Media, Vol 2 No. 5, p. 15. url<https://ojs.darulhuda.or.id/index.php/MHI/article/view/1100>

⁵Prasetyo, Panji. (2021). "Legal Protection for Underhand Land Purchases Against Unlawful Acts by the Seller (District Court Decision No. 1/PDT.G/2020/PN SNG)", Indonesia Notary, Vol. 3 No. 1, p. 810. url<https://scholarhub.ui.ac.id/notary/vol3/iss3/35/>

and the developer and public officials involved in the transaction. The buyer, as a party who generally lacks expertise in the legal and technical aspects of land, relies heavily on the professionalism, honesty, and legal compliance of the parties authorized to draw up the deed. If the deed, which should provide legal certainty, is declared invalid, the buyer may experience economic and psychological losses and uncertainty regarding the status of the rights they have acquired. Therefore, an effective oversight and accountability mechanism is needed for notarial practices and the drawing up of deeds of transfer of rights.

Legal protection for property buyers is based on various laws and regulations, including Law No. 5 of 1960 concerning Basic Agrarian Principles, Law No. 8 of 1999 concerning Consumer Protection, and regulations governing the positions and authorities of Notaries and Land Deed Officials (PPAT). This protection is fundamentally aimed at ensuring legal certainty, justice, and benefit for all parties involved in land transfer transactions. From an Islamic perspective, this protection is also linked to the principles of justice, honesty, trustworthiness, and the prohibition against harming other parties in a transaction.

This study aims to determine and analyze the form of legal protection for property buyers based on the deed of transfer of rights made by public officials if the deed is declared invalid based on the Kudus District Court Decision Number 28/Pdt.G/2023/PN Kds, the responsibility of Notaries or PPAT in making the deed of transfer of rights that is declared invalid, as well as the legal considerations and reasons of the Kudus District Court in canceling the deed of transfer of rights. In addition, this study also aims to analyze legal protection for buyers and the responsibility of Notaries or PPAT from the perspective of Islamic values.

2. Research Methods

The approach used in this research is a sociological juridical approach. This approach is used to examine legal provisions relating to legal protection for property buyers based on the deed of transfer of rights and responsibilities of a Notary or PPAT, then linked to the implementation and legal issues that occurred in the Graha Alka Kudus case based on Kudus District Court Decision Number 28/Pdt.G/2023/PN Kds. The research specification used is descriptive qualitative. This study systematically describes and analyzes legal protection for property buyers, the responsibilities of Notaries or Land Deed Officials (PPAT), and the legal considerations of the Kudus District Court in a case of a deed of transfer of rights declared invalid based on Decision Number 28/Pdt.G/2023/PN Kds. The data collection method in this research was carried out through field studies and literature studies. Primary data were obtained through observation, guided interviews, and documentation of parties related to the Graha Alka Kudus case. Secondary data were obtained through literature studies of primary, secondary, and tertiary legal materials relevant to the research object. This research was conducted at the Kudus District Court located at Jl. Sunan Muria No. 1, Glantengan, Kudus City District, Kudus Regency, Central Java 59313. The data analysis method

used in this study is descriptive qualitative. Data obtained through field studies and literature studies were analyzed by describing, connecting, and interpreting the data based on applicable legal provisions, so that an overview and conclusion can be obtained regarding legal protection for property buyers, the responsibilities of Notaries or PPAT, and the legal considerations of the Kudus District Court in the Graha Alka Kudus case based on Decision Number 28/Pdt.G/2023/PN Kds.

3. Results and Discussion

3.1. Forms of Legal Protection for Property Buyers Based on Deeds of Transfer of Rights Drawn Up by Public Officials

The form of legal protection for property buyers in the Graha Alka Kudus case is essentially based on the guarantee of legal certainty over the transfer of rights through the Deed of Sale and Purchase (AJB) as an authentic deed. However, when the AJB is declared invalid based on Kudus District Court Decision Number 28/Pdt.G/2023/PN Kds, buyers suffer losses because they lose the legal basis for the ownership rights they have paid for. Therefore, legal protection is not only in the form of prevention through checking the validity of the subject, object, permits, and administrative completeness by a Notary or PPAT, but also repressive protection through legal remedies and recovery of losses. Buyers as consumers have the right to obtain comfort, security, and legal certainty and can claim compensation from the developer or other parties proven to have committed errors or negligence. Interview results indicate that buyers are generally unaware of the legal flaws in the AJB and experience material and psychological losses due to the uncertainty of home ownership status.⁶

Legal protection also relates to the responsibilities of notaries or land deed officials (PPAT), the supervision of the Regional Notary Supervisory Board, and court decisions. Notaries or land deed officials (PPAT) remain responsible for the deeds they draft and can be held accountable if proven negligent or procedurally violated.⁷ Meanwhile, the MPD plays a role in supervising and imposing administrative sanctions on notaries who violate legal provisions and codes of ethics. The Kudus District Court's decision provides repressive legal protection by assessing the validity of the Deed of Sale and Purchase from a civil perspective, although administrative restoration of the buyer's rights may require other legal mechanisms. Buyers can also claim compensation based on provisions for breach of contract or unlawful acts.

⁶Ramasari, Risti Dwi. (2022). "Legal Protection for Buyers in the Transfer of Land Ownership Rights (Study of Decision Number 113/Pdt.G/2021/PN Tjk)", LEX SUPERIOR, Vol. 1 No. 2, p. 109. url<https://ojs.ukb.ac.id/index.php/jls/article/download/618/439/>

⁷Rozannah, Nurul Husna Khoirani. (2025). "Legal Protection of Copyright for Films Published Through Websites (Case Study of the Rebahin Website)", Private Law, Vol. 13 No. 1, p. 68. url<https://jurnal.uns.ac.id/privatlaw/issue/view/5085>

Legal protection for buyers in this case is complex due to the complexities of land administration and the potential for encumbrances on land certificates. If the purchased property is still used as collateral by the developer to the bank, the buyer faces the potential risk of execution even if they have paid for and taken possession of the property in good faith. Therefore, examining the status of the certificate and the legal obligations attached to the land object is an essential part of the Notary's or PPAT's duty of care. Ambiguity and lack of transparency regarding land status, permits, and collateral can place the buyer in a weak position and violate the principles of transparency and good faith.⁸

Thus, legal protection for property buyers in the Graha Alka Kudus case is not sufficient through the cancellation of the Deed of Sale and Purchase (AJB) alone, but must include restoration of rights and compensation, supervision of Notaries or Land Deed Officials (PPAT), and appropriate civil law and state administrative mechanisms. Buyers who have fulfilled their obligations and acted in good faith deserve stronger legal protection. Kudus District Court Decision Number 28/Pdt.G/2023/PN Kds confirms that an authentic deed is not absolute if it is made in violation of legal provisions, while also demonstrating the importance of an integrated protection system to ensure legal certainty and justice for property buyers.

3.2. Responsibilities of Public Officials, Especially Notaries or PPAT, in Making Deeds of Transfer of Rights that are Declared Invalid

Notaries and Land Deed Officials (PPAT) are public officials who have the authority to draw up authentic deeds and are responsible for ensuring legal certainty in the transfer of land and building rights. In Kudus District Court Decision Number 28/Pdt.G/2023/PN Kds, the Deed of Sale and Purchase (AJB) was declared invalid because it did not meet legal requirements, thus giving rise to liability consequences for the public officials who drew it up. This responsibility remains with the Notary as stipulated in Article 65 of the Notary Law, while the PPAT is obliged to ensure that the deed of transfer of rights is drawn up in accordance with land law. If the invalidity of the deed is caused by negligence or error, the Notary or Land Deed Official can be held accountable civilly under Article 1365 of the Civil Code, administratively through the supervision and sanctions mechanism of the Notary Supervisory Board, and ethically professionally.⁹

⁸Murtiningsih, Kartini. (2021). "The Existence of the State Administrative Court as a Form of Legal Protection for Citizens Against State Administrative Actions," *Jurnal Yustisia*, Vol. 8 No. 1, p. 237. [urlhttps://yustitia.unwir.ac.id/index.php/yustitia/article/view/144](https://yustitia.unwir.ac.id/index.php/yustitia/article/view/144)

⁹Dhinata, I Kadek Mahardika Rangga. (2025). "The Authenticity of PPAT Deeds as Perfect Evidence in Achieving Vis-Probandi from the Perspective of the Principle of Conformity", *Acta Comitas: Journal of Notary Law*, Vol. 10 No. 2, p. 402. [urlhttps://www.researchgate.net/publication/395046559_Authenticity_of_PPAT_Deeds_As_Perfect_Evidence_Tools_In_Achieving_Vis-Probandi_From_the_Perspective_of_the_Principle_of_Conformity](https://www.researchgate.net/publication/395046559_Authenticity_of_PPAT_Deeds_As_Perfect_Evidence_Tools_In_Achieving_Vis-Probandi_From_the_Perspective_of_the_Principle_of_Conformity)

The research results show that the rationale for creating a deed based on documents and information from the developer does not automatically absolve a notary or landowner from legal responsibility. Public officials remain obligated to actively verify the accuracy of the data and the legality of the agreement and to apply the principle of prudence. Failure to fulfill this obligation can be classified as professional negligence. From a judicial perspective, a notary or landowner should be the first party to ensure all legal requirements are met before translating the parties' wishes into a deed.¹⁰

The responsibilities of a Notary or Land Deed Official (PPAT) also relate to consumer protection, professional ethics, the theory of fault, and general principles of good governance. If the professional services provided result in losses due to errors or negligence, the public official can be held accountable according to the level of the fault. In the case of Graha Alka Kudus, the suboptimal verification of documents and the legal status of the object of the transfer of rights can be the basis for an assessment of negligence if proven to cause losses to a buyer in good faith. Furthermore, the obligation to act diligently and ensure legal certainty is part of the administrative responsibility inherent in the position of Notary or Land Deed Official (PPAT).

Based on the overall research results, the responsibility of a Notary or Land Deed Official (PPAT) in drafting a deed of transfer of rights declared invalid is multidimensional, encompassing civil, administrative, and professional ethics responsibilities. Kudus District Court Decision Number 28/Pdt.G/2023/PN Kds demonstrates that authentic deeds are not immune from legal review, and the public official who drafted them must be accountable for any resulting legal consequences. Therefore, strengthening the principles of prudence, professionalism, verification, and supervision of Notaries and Land Deed Officials (PPAT) is crucial to ensure legal protection for the public, particularly property buyers.

3.3. Legal Considerations and Reasons of the Kudus District Court in Cancelling the Deed of Transfer of Rights

The Kudus District Court's legal considerations in annulling the Deed of Sale and Purchase (AJB) in Decision Number 28/Pdt.G/2023/PN Kds were based on formal and material defects in the deed's preparation and the failure to fulfill the valid requirements for an agreement as stipulated in Article 1320 of the Civil Code. Although an AJB is essentially an authentic deed that has perfect evidentiary force, this force is not absolute if the deed is made in violation of legal provisions. In this case, the unclear legal status of the land, problems with building permits, and the failure to fulfill administrative procedures and requirements for making an AJB

¹⁰Ningsih, Ayup Suran. (2024). "Acts Against Law in the Law of Union: Elements of Acts and Implications for Liability for Damages", *The Prosecutor Law Review*, Vol. 2 No. 1, p. 34. Urlhttps://www.researchgate.net/publication/391218079_Causality_in_Unlawful_Acts_in_Insured_Credit_Agreements

caused the deed to lose its binding legal force. In addition, the object of the agreement that does not have a clear legal basis is also related to the failure to fulfill the elements of "a certain thing" and "a lawful cause" in the agreement.¹¹

The judge's considerations also relate to the imbalance of information and the possibility of a flawed will in the agreement-making process. The buyer enters into a transaction based on the belief that the land and building object has fulfilled all legal and administrative requirements, while there is important information regarding the legal status of the object that is unknown to the buyer. This condition has the potential to give rise to errors as referred to in Article 1321 of the Civil Code and is contrary to the principle of good faith in agreements as regulated in Article 1338 paragraph (3) of the Civil Code. Therefore, the court not only assesses the formal existence of the AJB as an authentic deed, but also considers the substance of the legal relationship and the process by which the parties formed the agreement.¹²

The court also considered the buyer's position as a party acting in good faith and suffering losses due to legal defects in the Deed of Sale and Purchase. Nevertheless, protection for the buyer cannot override the principles of legality and legal certainty. Cancellation of the Deed of Sale and Purchase is seen as a necessary step to uphold the law, while restitution of the buyer's rights can be pursued through other legal mechanisms, such as a lawsuit for damages or administrative remedies. In terms of judicial authority, the Kudus District Court limited its ruling to civil aspects and did not immediately overturn state administrative decisions relating to the issuance of certificates, as this falls within the jurisdiction of the State Administrative Court.¹³

In addition to legal aspects, the panel of judges also considered the principles of legal certainty and proportional justice. A legally flawed Deed of Sale and Purchase (AJB) has the potential to create further problems in the registration and transfer of land rights, so its cancellation is a corrective measure to prevent the emergence of disputes and broader legal uncertainty. Thus, the Kudus District Court's considerations demonstrate an effort to maintain a balance between civil law and state administrative law and emphasize the importance of public officials' prudence in drafting deeds of transfer of rights.

¹¹Mastang, Akbar. (2022). "Legal Consequences of a Sale and Purchase Deed Cancelled by the Court Against a Buyer in Good Faith (Case Study of Decision No. 60/PDT/2018/PT BTN)", *Recital Review*, Vol. 4 No. 2, p. 376. Url <https://online-journal.unja.ac.id/RR/article/view/18879>

¹²Yolanda, Berlian. (2025). "Legal Certainty Regarding Land Sale and Purchase Deeds Made by Land Deed Officials Outside Their Work Area and Their Legal Consequences", *Case Law: Journal of Law*, Vol. 6 No. 1, p. 78. Url <https://www.ojs.unigal.ac.id/index.php/caselaw/article/view/4765>

¹³Assikin, Yovita Christian. (2021). "Responsibilities of Land Deed Officials Regarding the Cancellation of Sale and Purchase Deeds in the Light of Applicable Laws", *ACTA DIURNAL Journal of Notary Law*, Vol. 3 No. 1, p. 83. Url <https://jurnal.fh.unpad.ac.id/index.php/acta/issue/view/14>

Based on all these considerations, the Kudus District Court's reason for annulling the deed of transfer of rights in Decision Number 28/Pdt.G/2023/PN Kds was based on formal and material defects, failure to fulfill the valid requirements of the agreement, non-compliance with land law procedures, and issues regarding the legality of the object and the process of forming the agreement. The decision emphasized that an authentic deed is not absolute if it is made in violation of the law, while placing caution, transparency, and legal certainty as important elements in protecting the public, especially property buyers in good faith.

3.4. Forms of Legal Protection for Buyers and the Responsibilities of Notaries or PPATs in Making Deeds of Transfer of Rights that are Declared Invalid

From an Islamic perspective, legal protection for property buyers and the responsibilities of Notaries or Land Deed Officials (PPAT) are based on the principles of justice (al-'adl), honesty (ash-shidq), trustworthiness, and protection of assets (hifz al-mal). Every transaction must be conducted with the consent of the parties (an-taradhin minkum) and free from fraud and uncertainty (gharar), as affirmed in Surah An-Nisa, verse 29, which prohibits the taking of another person's property in a false manner and requires consent in the transaction.

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ وَلَا تَقْتُلُوا
أَنفُسَكُمْ إِنَّكُمْ كَانُمْ بِكُمْ رَحِيمًا Allah Al-Nayyy Allah

Therefore, a buyer who has fulfilled their obligations but suffers a loss because the deed of transfer of rights is declared invalid is the injured party and is entitled to protection and restoration of their rights. This principle aligns with the objectives of the maqasid al-shariah, particularly the protection of assets.

The cancellation of the Deed of Sale and Purchase (AJB) in Kudus District Court Decision Number 28/Pdt.G/2023/PN Kds can be seen as an effort to eliminate injustice and prevent harm resulting from transactions that do not meet legal requirements. In Islamic law, contracts containing unclear objects or failing to meet legal requirements can be declared void (batil) or defective (fasid). Protection for buyers in good faith also requires restitution of losses or compensation from the party causing the legal defect. This is in line with the principle of la dharar wa la dhirar, which emphasizes the prohibition of causing harm and the obligation to avoid and remedy any harm that occurs.

The responsibilities of a Notary or PPAT from an Islamic perspective are closely related to the concepts of amanah (trust) and moral responsibility (mas'uliyah). As public officials entrusted with ensuring the validity and legal certainty of a transaction, a Notary or PPAT is required to act honestly, meticulously, fairly, and professionally. This principle of amanah aligns with Surah An-Nisa, verse 58, which mandates that trusts be handed over to those entitled to them and that the law be established fairly.

Al-Nayyy Allah يَأْمُرُكُمْ Al تَوَدُّوا الْأَمْنَتِ Allah أَهْلِهَا وَإِذَا حَكَمْتُمْ بَيْنَ النَّاسِ Al تَحْكُمُوا بِالْعَدْلِ -Al-Nayyy Allah نِعَمًا يَعِظُكُمْ بِهِ Al-Nayyy Allah كَانَ سَمِيعًا بَصِيرًا

Thus, negligence in verifying and ensuring that legal requirements for making a deed are met can be seen as a violation of trust and give rise to liability for losses suffered by other parties.

This principle of responsibility is also in line with the principle of al-ghunm bi al-ghurm, namely that the party who receives the benefit must bear the risk arising from it, as well as the principle of distributive justice in Islam which emphasizes the protection of the weaker party. Property buyers are generally in a weaker position compared to developers and public officials who have better legal knowledge. Therefore, legal protection for buyers and the responsibility of Notaries or PPAT in the Graha Alka Kudus case must be implemented based on the principle of justice as emphasized in QS. Al-Ma'idah verse 8.

يَا أَيُّهَا الَّذِينَ آمَنُوا كُونُوا قَوَّامِينَ In the name of Allah شُهِدَاءَ بِالْقِسْطِ وَلَا يَجْرِمَنَّكُمْ شَنَا نُ قَوْمٍ عَلَى اللَّهِ تَعْدِلُوا إغْدِلُوا هُوَ أَقْرَبُ لِلتَّقْوَى وَاتَّقُوا Allah Al-Nayyy Allah خَيْرٌ بِمَا تَعْمَلُونَ

Cancellation of an invalid deed is a form of prevention against harm, in accordance with the rules of dar'u al-mafasid muqaddam 'ala jalb al-masalih, which must be followed by restoration of the buyer's rights in order to achieve justice and benefit in accordance with sharia values.

4. Conclusion

Based on the research results, property buyers in good faith are still entitled to legal protection and certainty, as well as compensation for losses if the deed of transfer of rights is declared invalid. Notaries or PPAT are responsible for ensuring the fulfillment of legal requirements, the validity of the object, and the procedures for making the deed and can be held accountable for negligence. The cancellation of the deed by the Kudus District Court was based on legal defects and aimed to uphold certainty and justice, although the case also showed a conflict of authority with the State Administrative Court in the aspect of land administration. From an Islamic perspective, this protection is in line with the principles of justice, trustworthiness, protection of assets (hifz al-mal), and the prohibition of causing harm (la dharar wa la dhirar). Property buyers need to exercise increased caution by checking the legality of the property, the completeness of permits, and the credibility of the developer and other parties involved in the transaction. Notaries or Land Deed Officials (PPAT) are expected to apply the principles of prudence, professionalism, and more thorough verification when drafting deeds, while the Supervisory Board needs to strengthen preventive guidance and supervision. Furthermore, regulatory harmonization and clarity of authority boundaries between the District Court and the State Administrative Court are needed to prevent overlapping authority and increase legal certainty and protection for property buyers.

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