**Legal Protection for A Bona Fide Buyer of A Certificate of Ownership Acquired Through an Unregistered Sale and Purchase Agreement**

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| **KEYWORDS** | **ABSTRACT** |
| *Transfer of Certificate of Ownership, Purchase of Unregistered Land, Legal Protection of Buyer* | The sale and purchase of land represent a legally binding relationship as stipulated in Article 1233 of the Indonesian Civil Code, formed through mutual agreement between the seller and the buyer. Despite the existence of clear legal provisions, informal or underhanded land sale practices remain prevalent, particularly in rural regions. These unregistered transactions often lead to complications in the transfer of land ownership, especially when the original landowner is no longer traceable. This study aims to explore the legal mechanisms for transferring land ownership certificates to buyers acting in good faith and to assess the legal protection available in the absence of registered land sale agreements. The research employs a **normative juridical method**, grounded in legal theories from Satjipto Rahardjo on legal protection and Subekti on agreements. The study analyzes secondary data through statutory, case, and conceptual approaches, supported by legal document identification and inventory techniques. The findings indicate that buyers in good faith must pursue court rulings to validate ownership rights when faced with informal land transactions. Such rulings serve as a legal basis to register the land transfer at the local Land Office. This approach upholds the principle of legal certainty and provides protective mechanisms for individuals affected by non-notarial land transactions, encouraging future land dealings to adhere to formal registration processes to protect ownership rights. |
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# **INTRODUCTION**

Land is an important part of society and cannot be separated from daily life. From birth to death, humans need land for residence and source of life, in this case land has economic, social, cultural, political and ecological dimensions (Limbong, 2012). Land law in Indonesia is regulated in Article 5 of the Basic Agrarian Law (UUPA), as well as buying and selling which has also been regulated in the third book of the Civil Code (KUHPerdata) (Harsono, 2008). The sale and purchase of land is an agreement born because of an agreement between the seller and the buyer as stipulated in Article 1233 of the Criminal Code which states that each agreement (agreement) is born both because of consent and the law (R. & Tjitrosudibio, 2002).

In practice, even though national laws have regulated the sale and purchase of land, there are still many people who still use sale and purchase agreements under their hands, especially those who live in rural areas. With the occurrence of the land purchase and sale process, resulting in the certificate of ownership owned by the seller must be transferred to the buyer, if he has met the express and cash requirements for the purchase of ownership of the land.

The transfer of legal land rights must follow the provisions stipulated in Government Regulation No. 24 of 1997 and Government Regulation No. 37 of 1998. One of the steps that must be taken is the preparation of a land deed by the Land Deed Making Officer (PPAT), which will then be used as a condition to register the transfer of land rights to the land office in the district or city where the land is located. However, in some cases, the transfer of land rights is constrained because the owner of the land or whose name is listed in the certificate of ownership is no longer known.

In this study, the problem is raised by comparing several cases, namely:

1. Case Decision Number: 25/Pdt.G/2023/PN Sak, that there has been a sale and purchase between the Defendant/Seller (Sutiar Irawan) and the Plaintiff/Buyer (Aditiya Handayani) over a piece of land located in Bukit Agung Village, Siak Regency, Riau Province. In his decision, the judge decided to grant the Plaintiff/Buyer's lawsuit in its entirety with *verstek* and stated that the sale and purchase was legal and had legal force.
2. Case Decision Number: 154/Pdt.G/2019/PNCkr, that in 2016 the Plaintiff/Buyer (Juminto) bought land and buildings from Defendant I/Seller (Nur Indah Fitriani) located in Taman Raya Bekasi Housing, Bekasi Regency. In his decision, the judge decided to grant the Plaintiff/Buyer's lawsuit in its entirety with *verstek* and stated that the Plaintiff/Buyer is a Buyer in good faith.
3. Case Decision Number: 60/Pdt.G/2022/PN Pbu, that there has been a sale and purchase of a piece of land on the basis of ownership in the form of a "Certificate of Property Rights (SHM) located in Sumber Mukti Village, West Kotawaringin Regency, Central Kalimantan Province between the Plaintiff/Buyer (Muck Akwan) and the Defendant/Seller (Ade Bunyamin alias Ade Nurdin). In his decision, the judge decided to grant the Plaintiff/Buyer's lawsuit in part with *verstek* and stated that the Plaintiff/Buyer is the legal owner of the piece of land.

To provide differences between the research conducted, a comparison is made with existing theses,

Previous studies have addressed various aspects of informal land sale and purchase practices and their legal consequences in Indonesia. For instance, Nur Susanti's 2008 thesis from Diponegoro University discusses how underhand land sale transactions persist due to the complexity and cost of formal procedures involving a PPAT, leading many in rural areas to bypass official processes. Helen Elizabeth Simamora (2012) from the University of Indonesia explored legal protections in Sale and Purchase Binding Agreements (PPJB), particularly when land rights transfers do not meet registration formalities, thus exposing buyers to legal uncertainty. Similarly, Dyah Ayu Silviana (2016), also from the University of Indonesia, highlighted the widespread use of non-cash agreements by developers that are not made before public officials, raising concerns about the validity and protection of buyers’ rights. In another study, Yudi Prama Yasmir (2017) from Andalas University focused on legal protection for good faith buyers involved in disputed land transactions, affirming the need for judicial recognition of such buyers' rights. Lastly, Satya Eka Syahputra Thayeb (2022) from Sultan Agung Islamic University examined the legal certainty of oral land sale agreements and the role of notaries in ensuring formalization. Compared to these studies, the current research offers a new contribution by directly analyzing court decisions where underhanded land sales were legalized through judicial recognition, thereby bridging the gap between informal transaction practices and legal certainty through judicial remedies. This adds practical insights into how buyers in good faith can secure ownership rights despite procedural shortcomings in unregistered land sales.

This research aims to analyze the legal mechanisms for transferring ownership rights to land buyers involved in underhanded or informal sales, especially when the original owner is absent or untraceable. It also aims to examine the extent of legal protection granted to good faith buyers through judicial decisions. Theoretically, this study contributes to the development of legal understanding regarding informal land transactions and their recognition under Indonesian civil and agrarian law. Practically, it provides insight for legal practitioners, landowners, prospective buyers, and policymakers by highlighting the importance of legal certainty in land transactions and offering potential remedies through judicial processes. The findings encourage more structured legal safeguards and better public awareness regarding the risks of informal land purchases.

## **Research Methods**

The type of research conducted is normative law research Normative law research explains legal problems based on previous legal doctrines or opinions that are relevant to the legal issues discussed (Efendi Jhonny, 2016). Normative  *juridical research* is also called literature law research.

In conducting this research, the following approach is made:

1. The Statute Approach is one of the research approaches used by the author by studying laws and regulations (Efendi Johnny, 2016).
2. Conceptual Approach

Conceptual Approach is an approach based on views and doctrines applied in legal science as it develops so that the understanding and principles of applicable law have relevance to research problems (Budianto, 2020).

1. *Case Approach*

Case *Approach* is a method that is carried out comprehensively in order to gain a deep understanding and the problems faced with the aim of solving the problems (Armstrong et al., 2018).

1. Analytical Approach

Analytical Approachis an approach that seeks to understand ideas, the way the author presents or masters his ideas, the author's attitude in presenting his ideas, the intrinsic elements and relationship mechanisms of each intrinsic element, so that it is able to build harmony and unity in order to build the totality of the form and the totality of its meaning.

The collection of legal materials is carried out through literature studies by identifying and inventorying positive legal rules, researching literature materials and other sources of legal materials that are relevant to the legal issues being studied (Bostan, 2021). The legal materials that have been collected, then classified, selected and ensured that they do not contradict each other, to facilitate analysis and construction.

The analysis of legal materials is carried out by carrying out legal interpretation and legal construction methods.

* + - 1. Some of the legal interpretation techniques used are:

1. Grammatical Interpretation

Some call it the interpretation of interpretation based on grammar or linguistics (*de gramatikale of taalkundige interpretatie*). The interpreter tries to find the meaning of a word, term, phrase, or legal sentence by relating the text to grammatical or everyday usage.

1. Systematic Interpretation

Systematic research can be carried out on certain laws or recorded laws. The purpose is to identify the meanings, subjects/bases in law, namely legal society, legal subjects, rights and obligations, legal events, legal relationships and legal objects.

* + - 1. Some of the legal construction techniques used, including:
  1. The construction of analogy provides an interpretation of a legal regulation through analogues of these words in accordance with its legal principles, so that the actual event cannot be included, is considered in accordance with the sound of the regulation.
  2. The construction of legal refinement (*Rechtsverfijning),* the opposite of analogous construction, is to narrow the scope of the enactment of a law (restrictive).

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# **RESULTS AND DISCUSSION**

## **Analysis of Efforts to Transfer Title Certificates to Buyers in Good Faith for Land Acquired Through Sale and Purchase under Hand**

In Book III Chapter Two of the Indonesian Civil Code, the term contract *or agreement* is found which has the same meaning as the meaning of an agreement, namely an event in which one person promises to another person or two people promise each other to do or not to do something (Miru, 2018; Orozco, 2016). In addition to the definition of agreement in the Civil Code, there are various views from legal experts who try to define what is meant by an agreement, with each giving a different emphasis based on their viewpoints and theories.

Some of the opinions of experts regarding agreements are one of them according to R. Subekti, "An agreement is an event where one person promises to another person or two people promise each other to carry out something". Subekti also stated the definition of an agreement, which is a legal relationship between two or more people, based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill the demand (Subekti, n.d.). The relationship between the two people who make an agreement results in a bond in the form of the rights and obligations of both parties to an achievement. An alliance is a series of words that contain promises or abilities that are spoken or written (Salim, n.d.).

From the various definitions above, the elements listed in the agreement can be stated as follows:

* 1. There are rules of law.

Rules in contract law can be divided into two types, namely written and unwritten. Written contract legal rules are legal rules contained in laws, treaties and jurisprudence. Meanwhile, the legal rules of unwritten contracts are the rules of legal rules that arise, grow, and live in society. Examples of freelance trading, annual trading and others. These legal concepts are derived from customary law.

* 1. Legal subjects.

Another term for a legal subject is *a rechtsperson*. *Rechtsperson* is defined as a supporter of rights and obligations. The legal subjects in the law of the agreement are the creditor and the debtor. A creditor is a person who owes a debt, whereas a debtor is a person who has a debt.

* 1. There are achievements.

Achievement is what is the creditor's right and obligation of the debtor, achievement consists of giving something, doing something, not doing something.

* 1. Agreed.

In article 1320 of the Civil Code, four conditions of the agreement are determined. One of them is a consensus. An agreement is a conformity of a statement of intent between the parties.

* 1. Legal Consequences.

Any agreement made by the parties will have legal consequences or can be sued if the achievement is not fulfilled. The legal consequence is the arising of rights and obligations. Rights are a pleasure and obligations are a burden.

Article 1320 of the Civil Code stipulates four conditions for the validity of an agreement, namely:

There is an agreement between the two parties;

Basically, an agreement in an agreement refers to a meeting or agreement between the parties involved in the agreement. An agreement can be considered legally defective or an agreement is considered invalid if certain things occur, including

1. Coercion (*dwang*). Coercion includes any unfair act or threat that impedes the freedom of will of the parties involved. In this case, any unlawful act or threat is considered an abuse of authority by one party, where the threat aims to make the other party finally surrender its rights.
2. Fraud (*bedrog*) is an act that involves deception. According to Article 1328 of the Civil Code, fraud is clearly regulated as a reason for canceling an agreement. In the case of fraud, even if the deceived party gives a statement that appears to be in accordance with his will, the truth is that the will has been influenced by deception that is deliberately directed to mislead. If there is no fraud, the action should be a legitimate step and in accordance with the original will of the party concerned.
3. Abuse of circumstances (*misbruik van omstandigheiden*) occurs when a person in an agreement is affected by certain circumstances that prevent him from making a free and objective judgment. This causes the party to be unable to make independent decisions, because it is influenced by conditions or pressure from other parties.

Ability to perform legal acts;

Article 1329 of the Civil Code states that everyone is generally considered capable of making agreements. However, Article 1330 mentions several groups of people who are considered incapable of making agreements, namely: First, people who have not reached the age of majority; and second, those who are under custody.

The Existence of Objects; and

An agreement must include a certainty *of terms*, which means that the object of the agreement, i.e. the rights and obligations of both parties, must be clear and determinable. The goods or things referred to in the agreement must at least be identifiable in type, so that it can be clearly ascertained what is meant in the agreement.

There is a halal cause.

The word "kausa" which comes from the word "*oorzaak*" (Dutch) or "*causa*" (Latin) does not refer to the factors that cause a person to make an agreement, but rather to the content and purpose of the agreement itself. For example, in a sale and purchase agreement, the purpose or cause of the agreement is that the first party wants ownership of the goods, while the second party wants payment of money.

The first and second conditions in the agreement are referred to as subjective conditions, as they are more related to the parties involved in the agreement. Meanwhile, the third and fourth conditions are referred to as objective conditions, which focus on the object or thing that is agreed. If the first and second conditions are not met, the agreement can be canceled, and one of the parties has the right to apply to the court to cancel the agreement that has been agreed. However, if no party objects, then the agreement is still considered valid and valid. On the other hand, if the third and fourth conditions are not met, then the agreement is considered null and void, which means that from the beginning the agreement is considered to have never existed or is invalid.

One of the legal conditions for an agreement is the existence of an agreement between the parties involved. This agreement can be conveyed orally or in writing. Although oral agreements remain valid, the use of written form is often chosen because it can provide clarity and ease of proof in the event of a dispute in the future. In practice, the agreement letter is usually equipped with stamps and signatures of the parties involved, which aims to strengthen the validity of the agreement in the eyes of the law. However, there is an assumption that without a stamp, an agreement can be considered null or void.

Contracts can be divided into two main forms, namely written contracts and oral contracts. A written contract is an agreement made by the parties involved in the form of a written agreement, which is usually stated in an official document signed by both parties, for example in a sale and purchase agreement under hand. On the other hand, an oral contract is an agreement created through an oral agreement between the parties, without the need for a written form, and it is sufficient to have an agreement expressed orally by the parties involved. There are three forms of written agreements, as stated below:

1. The agreement is under the hands signed by the parties concerned. The agreement only binds the parties to the agreement, but does not have the force of binding third parties. In other words, if the agreement is denied by a third party, the parties or one of the parties to the agreement are obliged to submit the necessary evidence to prove that the objection of the third party is unfounded and unjustified.
2. An agreement with a notary witness to legalize the signatures of the parties. The function of notary testimony or a document is solely to verify the truth of the signatures of the parties. However, the testimony does not affect the legal force of the content of the agreement. One party may deny the content of the agreement, but the party who denies it is the party who must prove its denial.
3. An agreement made before and by a notary in the form of a Notary Deed. A Notary Deed is a deed made in the presence and presence of an official authorized for it. The officials authorized for it are Notary, Sub-district Head, PPAT, and others. This type of document is the perfect evidence for both the parties concerned and third parties.

An agreement contains the principle of binding power, which not only binds the parties to what has been agreed, but also to several other elements based on custom, propriety, and morality. Therefore, moral principles, propriety, and custom also have binding influence on the parties to the agreement. This principle is also known as *the principle of pacta sunt servanda.* As stated in Article 1338 paragraph (1) of the Civil Code which states that "an agreement applies like a law to the parties who make it." The principle of *pacta sunt servanda* which is a fundamental principle in the law of agreement which states that every valid agreement must be obeyed and implemented by the parties who make it. This principle aims to provide legal certainty for the parties, so that after the conditions for the validity of the agreement are met, the agreement is binding on the parties just like the law.

In the context of a sale and purchase agreement, this principle means that every agreement reached by the seller and the buyer must be respected and implemented in accordance with the agreed provisions, as long as the agreement does not conflict with the law or the public interest. The discussion on the application of *the principle of pacta sunt servanda* in the sale and purchase agreement will explore how this principle plays a role in ensuring legal certainty and justice for both parties involved.

Based on the case of sale and purchase that has been explained in Chapter III of this study, that a sale and purchase agreement in Indonesia is considered valid if it meets all the elements and conditions that have been stipulated in the law. For the agreement to be considered valid, there must be a clear agreement between the two parties, in good faith, and meet the provisions regarding the object to be sold, the agreed price, the implementation time, and the legal proficiency of the parties involved. Understanding and complying with these provisions is very important, so that the sale and purchase agreement can be accepted and recognized in the legal system in Indonesia, thus providing maximum legal protection for both parties involved.

This provision as stated in the UUPA that the transfer of land rights through sale and purchase is regulated in Article 21 paragraph (1) states that:

"Buying and selling, exchange, grant, gift by will, gift according to custom and other regulations intended to transfer property rights and their supervision are regulated by government regulations"

Boedi Harsono, in his book UUPA, History, Content and Implementation stated that although the current agrarian law uses the system and principles of customary law, the sale and purchase of land must also be interpreted as a legal act in the form of the transfer of property rights or the transfer of land for eternity by the seller to the buyer, who at that time handed over the price to the seller. The sale and purchase of land according to Customary law is not a civil agreement as stated by Urip Santoso (Santoso, 2010) :

"Buying and selling according to customary law is not a sale and purchase agreement as affirmed in Article 1457 BW, but a legal act intended to transfer the right to land from the right holder (seller) to another party (buyer) by paying a sum of money in cash (*contant*) and carried out in the presence of the village head/local customary head (clear)."

According to customary law, buying and selling land is an act of transferring land rights that must be done in an open and cash way. "Terang" means that the process of transferring the right is carried out in the presence of the customary head, who plays the role of an official who guarantees the orderliness and validity of the transaction, so that the transfer of rights is known to the general public. Meanwhile, "cash" refers to the implementation of the transfer of rights and the payment of land prices that are carried out simultaneously, meaning that the two acts occur at the same time.

Buying and selling that results in the transfer of ownership of land from the seller to the buyer is included in the realm of agrarian law or land law. This is in line with the provisions contained in Article 5 of the Basic Agrarian Law (UUPA), which stipulates that the transfer of land rights, including through buying and selling, must follow the applicable legal provisions.

After the enactment of the UUPA, the legal system and principles used to regulate the transfer of land rights still refer to the principles existing in customary law, which regulate the ways of land transactions in accordance with the customs and norms that apply in the community. Thus, although the UUPA provides a more modern legal basis, the application of the customary law system still affects the way land is bought and sold in Indonesia. Sudargo Gautama states that the applicable customary law is not pure customary law. This customary law needs to be adjusted to the principles in the UUPA. This customary law must not conflict with:

a) National and State interests based on national unity.

b) Indonesian Socialism.

c) Regulations listed in the UUPA.

d) Other laws and regulations.

e) Elements that rely on religious law.

In the consideration of the Basic Agrarian Law (UUPA), it is stated that there is a need for a national agrarian law based on customary law. This statement leads to the understanding that in the development of national land law, the norms contained in customary law must be poured into written laws and regulations. This means that customary law that has developed in society needs to be accommodated and made part of positive law, so that it can be implemented more systematically and structured in the legal order that applies in Indonesia. The pouring of these customary law norms aims to ensure that national agrarian law still respects the values and traditions that live in society, while providing clearer and measurable legal certainty.

The transfer of land rights is regulated in Government Regulation No. 24 of 1997 (hereinafter referred to as PP No. 24 of 1997), which stipulates that any transfer of land rights must be evidenced by a deed made by the Land Deed Making Officer (PPAT), except for the transfer of rights through auction. Article 2 paragraph (1) of Government Regulation Number 37 of 1998 concerning the Regulation of the Position of Land Deed Making Officer states:

"PPAT is mainly tasked with carrying out part of land registration activities by making deeds as proof that certain legal acts have been carried out regarding land rights or Property Rights on Flats Units, which will be used as a basis for registering changes in land registration data resulting from the legal act."

This provision aims to improve the quality of evidence in legal acts, so that with the existence of a deed from PPAT, the buyer can have valid evidence as the new holder of the right to the land. The deed made by PPAT ensures that the transfer of land rights is carried out legally and in accordance with applicable regulations, providing legal certainty for the parties involved in the transaction. In terms of carrying out land registration activities, which among other things is the task of the government (National Land Agency), PPAT has a fairly important role in carrying out its main duties which helps some of the government's tasks in land registration activities.

The transfer of land rights is a legal action carried out by the land owner to another party, which results in the transfer of rights and obligations related to the land to the receiving party. Legal obligations are obligations that must be fulfilled because if they are not fulfilled it will cause legal consequences, namely the existence of a claim that has the right to fulfill its obligations and give birth to a court judge's decision that can force its obligations to be fulfilled (Mustafa, 2003).

The sale and purchase of land is considered legal according to the law and is considered complete when the deed is made by the PPAT, which serves as evidence that the transaction of buying and selling land rights has occurred and the buyer has become the rightful owner. Registration of transfer of rights at the Land Office is not a requirement for the validity of a purchase and sale transaction, but aims to strengthen evidence against third parties. The process of making a sale and purchase deed before PPAT must be attended by the parties involved in the legal act or by a person authorized by a written power of attorney, in accordance with the provisions of the applicable laws and regulations.

In addition, the preparation of the deed must be attended by at least two qualified witnesses. The deed made by PPAT serves as valid proof that the purchase and sale transaction has been carried out. However, as long as the sale and purchase deed has not been registered with the Land office, the proof only applies between the parties involved, and is not binding on third parties.

This land sale and purchase agreement is protected by the regulations that apply in Indonesia. However, the sale and purchase of land that is not carried out in front of the PPAT cannot be considered as a legitimate transaction that causes the transfer of land rights to the buyer. Strictly speaking, this act does not give birth to buying and selling, at the farthest it has just given rise to a sale and purchase agreement that still has to be followed with the actual sale and purchase, namely the sale and purchase agreement that must be carried out in advance of the PPAT, if it is indeed desired that the rights will be transferred to the party who has paid the price of the land (Perangin, n.d.).

Every transfer of land rights must be carried out and recorded before PPAT to obtain a land sale and purchase deed as valid proof of the transfer of rights, which is then used to register the transfer of rights at the Land office in accordance with the location of the land, in accordance with the provisions stipulated in Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration.

The practice of buying and selling land under the hands should no longer be carried out, but in reality there are still those who do it. This is often caused by public perception of costs that are too high and not in accordance with what is listed, unexpected additional costs, and processes that are considered complicated. Nevertheless, the sale and purchase of land carried out through a receipt or by involving the Village Head is still considered legal, because there is proof of the transaction such as receipts or other documents signed by the parties involved, even though the agreement is carried out under hand.

The factor that causes people to still choose to buy and sell land with an agreement under hand is because the process is considered cheaper, does not require high costs like buying and selling in front of PPAT. In addition, the process of buying and selling with an agreement under hand is also considered easier, faster to complete, and more practical, which makes it an option for some people who want to avoid procedures that are considered complicated or time-consuming.

In the implementation of land buying and selling, there are often various possibilities that can harm one party. One example that often occurs is when a buyer buys land from a seller who after buying the land does not immediately transfer the rights to the land until one of the parties, namely the seller, is no longer known for its whereabouts, causing the other party or the buyer to bear losses due to the process of transferring the rights to the land that he has purchased cannot be carried out and does not meet the administrative requirements for the transfer of rights process.

In this situation, the buyer who has made the transaction in good faith can be harmed, even though he does not know that the seller is no longer known. Therefore, it is important to have legal protection for buyers who act in good faith, to ensure that their rights are protected and provide legal certainty in land purchase and sale transactions.

The main right for the buyer is to get the goods that are the object of the agreement submitted by the seller. The seller is obliged to surrender the title to the goods being sold. The handover includes all acts that are legally required to transfer the ownership of the land/goods being traded from the seller to the buyer. In addition, the seller is also obliged to hand over the goods being sold, including everything that is the equipment and what is intended for permanent use, along with proof of ownership if there is one. Thus, if what is being sold is a piece of land, the handover of the land also includes the submission of a land certificate as proof of legal ownership.

According to Satjipto Rahardjo, legal protection is to provide protection for human rights that are harmed by others and that protection is given to the community so that they can enjoy all the rights provided by the law. In this case, the buyer is the aggrieved party so that this results if one of the parties does not fulfill or does not carry out its obligations in accordance with the content of the agreement that has been agreed, then the party who does not fulfill the obligation can be considered to have committed a breach of performance. Default refers to the failure to fulfill the obligations stated in the agreement, which results in the right of the other party to demand fulfillment or compensation in accordance with the applicable provisions.

Default has legal consequences for the party who did it, which can have consequences in the form of the right for the aggrieved party to claim compensation. Thus, the law expects that the party who commits the default can be held accountable, so that no party is harmed due to failure to fulfill its obligations in accordance with the agreement. This aims to create legal protection and certainty in every transaction carried out.

To protect the aggrieved parties, the effort taken to obtain justice is to ask for legal protection from the Court as a place to protect justice seekers as stipulated in Article 5 paragraph (2) of Law of the Republic of Indonesia Number 4 of 2004 concerning Judicial Power which states that: "The courts help justice seekers and seek to overcome all obstacles and obstacles to achieving simple, fast, and low-cost justice."

In 2016, the Supreme Court issued Circular Letter Number 4 of 2016 which contains the implementation of the formulation of the results of the 2016 Supreme Court Chamber plenary meeting as a guideline for the implementation of duties for the court. One of the important points in the Circular Letter is regarding the criteria for buyers in good faith who need to get legal protection, as stipulated in the legal formulation of the Civil Chamber. This point explains the criteria for buyers who are considered to have good faith in purchasing land, and thus are entitled to legal protection in the event of a dispute related to the right to the land. This arrangement is very positive, because it provides legal certainty for land buyers, and is an important foundation in the development of regulations regarding land in Indonesia, especially to protect buyers who act in good faith in land purchase and sale transactions.

Regarding good faith in buying and selling land, basically this is seen from whether the legal conditions for the sale and purchase have been met or not. Therefore, if there is a dispute related to the buyer's good faith status, the judge will determine whether the buyer can be considered a good faith buyer or not based on the existing facts and evidence. Meanwhile, in the trial, if what is submitted as evidence is only a deed under hand, which has limited evidentiary power, then efforts to include other evidence that can support it are still carried out, so that sufficient evidence can be obtained to achieve the truth according to the law.

According to the judge, the deed under hand is considered "Free Evidence" (*VRU Bewijs*). This is due to the fact that the deed under hand can only serve as a strong formal evidence after it has been legally proven. This formal evidence can only be accepted if all parties involved in the making of the deed know the content and process of making it. Therefore, there is a fundamental difference between an authentic deed and a deed under hand. The party using the deed as evidence must prove the authenticity of the deed, especially if there is a suspicion that the deed is fake.

In this case, the Supreme Court Circular Letter is an important reference for all courts in maintaining consistency and unity of decisions. This Circular provides clear guidelines for judges in assessing whether the land purchase and sale transaction is legal and whether the buyer can be protected his rights as a party in good faith, so as to reduce legal uncertainty that may arise in the settlement of land disputes.

Thus, related to the effort to carry out the process of transferring the certificate of ownership to a buyer in good faith over the land obtained through the sale and purchase under the hands is carried out through the court process to obtain a decision stating that the sale and purchase carried out between the seller and the buyer is legal according to the law and that the applicant (buyer) is the legal owner of the land. This court decision can then be used as a basis to fulfill one of the requirements in the registration of the transfer of land rights at the Land Office.

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## **Analysis of Legal Protection for Buyers in Good Faith for Ownership Certificates Obtained Through Buying and Selling Under Hands**

Satjipto Rahardjo defines legal protection as providing protection for human rights that are harmed by others and that protection is given to the community so that they can enjoy all the rights provided by the law. Meanwhile, according to C.S.T. Kansil, legal protection is a variety of legal remedies that must be provided by law enforcement officials to provide a sense of security, both mentally and physically from disturbances and various threats from any party (Kansil, 1989). Philipus M. Hadjon argues that legal protection is an act to protect or provide assistance to legal subjects using legal tools (Hadjon, 2011).

In the Great Dictionary of the Indonesian Language, the word protection comes from the word protection, which means to protect, prevent, defend, and fortify. Meanwhile, protection itself means conservation, maintenance, guarding, or security. In general, protection refers to the act of protecting or protecting something from things that can harm it, which can include interests, objects, or goods. Protection also contains the meaning of protection provided by a stronger party or authority to a weaker party. Thus, legal protection can be interpreted as protection efforts provided by the legal system, or protection carried out by using legal means to maintain and defend the rights of individuals or groups in society.

Legal protection does not distinguish between men and women. As a country of law based on Pancasila, Indonesia must provide legal protection to all its citizens. As stated in one of the articles in the 1945 Constitution, namely Article 27 paragraph (1) which states: "Everyone has the right to fair legal recognition, guarantee, protection, and certainty as well as equal treatment before the law." The legal protection aims to ensure the recognition and protection of human rights, which include individual rights and social rights, within the framework of a unitary state that prioritizes the spirit of family.

The most obvious form of legal protection can be seen from the existence of various law enforcement institutions, such as courts, prosecutors' offices, police, and other non-litigation dispute resolution institutions. This legal protection has two main approaches, namely preventive protection, which is carried out by making regulations to avoid violations, and punitive protection (sanctions), which aims to enforce regulations through legal action against violations that occur. These two forms of protection work synergistically to create an orderly and just society.

It can be concluded that legal protection is an activity to maintain or maintain society in order to achieve justice. Then legal protection is constructed as a form of service, and the subject is protected (Salim & Nurbaini, 2013).

In civil law, there are two types of legal subjects, the first is the legal subject of an individual and the legal subject of legal entities. The legal subject of a personal person or *natuurlijke persoon* refers to an individual or human being who is recognized as a subject of law and is considered capable according to the law. As a subject of law, an individual has rights and obligations that start from the moment he is born alive until he dies. During his or her life, an individual can act legally, both to exercise his rights and to bear obligations arising under the law.

The second is a legal entity or *rechtspersoon*. A legal entity is an entity recognized by law as a legal subject, which can consist of a group of individuals or even a collection of other legal entities. Legal entities can be in the form of organizations, companies, foundations, associations, or other entities that have rights and obligations, and can carry out legal actions as well as individuals. As a legal subject, a legal entity has the capacity to enter into an agreement, owns property, and can be sued or sued in court.

The purpose of this protection is to ensure that the rights of legal subjects are properly safeguarded. In the context of buying and selling land rights carried out under the hands, it is necessary to conduct an examination related to how legal protection is applied to the parties involved in the agreement. This legal protection is very important, especially in the event of a default that can harm one of the parties. In this case, the buyer is entitled to legal protection if the seller commits a default, including the right to demand compensation or fulfillment of obligations in accordance with applicable legal provisions.

In general, the values of justice must be a reflection of the characteristic attitude of the Indonesian nation as stated in Pancasila and the 45th Constitution, which is based on the value of proportion, the value of balance, the value of propriety, good faith, and protection (Sinaga, 2018). The existence of the law is very important to be respected, and the principles of the law must be properly enforced. These principles serve to protect the interests of society. Therefore, it is hoped that the implementation of the law in practice can run smoothly and effectively.

In running a business, basically humans cannot do it alone, but must be done jointly or with the help of others. For this reason, a legal instrument is needed for the sake of the business activities that are or are running. This legal instrument is called an agreement (Santiago, 2012). An agreement is a legal act, a legal act will give rise to a legal relationship or what is commonly called the term agreement, so it can be said that the legal relationship of the agreement arises because of the legal act of the agreement. At the time the parties sign the agreement, the parties are doing a legal act so that after the agreement is signed, the parties are bound by each other in a legal relationship (Sukandar, 2011).

In addition to engagements and agreements, there is also a contract term derived from the English "*contract*". In meaning, agreement and contract have a similar meaning, namely a legal act that binds both parties in a legal relationship of engagement. However, the term contract is more commonly used in practice, especially in the business world. The relationship between an engagement and a covenant is that an agreement gives rise to an engagement. Agreements are one of the sources of engagement, in addition to other sources. As the most important source, agreements are the ones that give birth to the most engagements, in addition to the covenants that can arise from the provisions of the law.

Agreements have the same legal force as legislation. This means that agreements made by certain parties can be used as a legal basis for those who make them. The difference with the legislation is that the agreement only applies to the party who makes it and does not bind other parties or the general public, while the law applies generally to all parties who are the subject of its regulation.

The definition of the agreement itself is regulated in Book III and Chapter II of the Civil Code. Article 1313 of the Civil Code reads: "An agreement (consent) is an act with which one person, or more, binds himself to one or more persons." Subekti provides the meaning of an engagement as a legal relationship between two people or two parties, based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill the demand. While a covenant is an event where one person promises to another person or where two people promise each other to carry out something. Based on the various definitions of agreements that have been explained, it can be concluded that an agreement at least involves two parties who agree to create a certain legal result.

An alliance born from an agreement is indeed desired by two people, or two parties who make an agreement, while an alliance born from a law, is held by law, against the will of the parties concerned. When two people make a covenant, they mean that a legal covenant may be made between them, that they are indeed bound to each other because of the promise they have made. This bond will only be broken, if the promise has been fulfilled.

The soil has a very close relationship with human life. Every individual needs land, not only in everyday life, but also after death, where humans still need a piece of land. Land has a very important role because it has a dual function, namely as a social asset and a capital asset. As a social asset, land functions as a means that binds the unity of the Indonesian people in the life of society, nation, and state. Meanwhile, as a capital asset, land is an important factor in development, which must be used as much as possible for the welfare of the people in a fair and equitable manner, and it needs to be preserved.

In the community, land acquisition is often carried out through the transfer of rights, one of which is through buying and selling. In general, buying and selling can be interpreted as a transaction in which a person voluntarily hands over money to obtain the desired goods. According to Article 1457 of the Civil Code, the sale and purchase of land is an agreement in which the seller promises to hand over the land in question to the buyer, while the buyer promises to pay the agreed price to the seller.

As we know, the Basic Agrarian Law (UUPA) is a legal instrument that regulates the land sector and creates a single national land law system, which is based on customary law as an original law that is adapted to the needs of society in a modern country. Land registration for land owners aims to obtain land certificates and provide stronger legal certainty. With the rapid development of the economy and the progress of the business world today, it is increasingly clear that many business sectors need capital, one of which can be obtained through the land sector. Therefore, the legal status, legal certainty of the land, and legal recognition of ownership are very important, as stipulated in Article 19 paragraph (1) of the UUPA.

In addition to ensuring legal certainty regarding the status of the land, land registration also functions to protect land rights holders, so that their ownership of rights is not disturbed by interested parties. Given how important legal certainty is in every transfer of land rights due to a purchase and sale transaction, the Basic Agrarian Law (UUPA) requires registration of the transfer of land rights that occurs as a result of the purchase and sale. This registration aims to ensure the validity and legal protection of the transfer of rights carried out.

Land sale and purchase activities carried out by agreement under this hand are a form of transfer of rights that are carried out in accordance with customary rules, without involving the making of official deeds before PPAT. This practice is widely encountered in several regions, especially those that still rely on tradition and customary law in carrying out land purchase and sale transactions. If the community carries out legal acts in the form of buying and selling land rights only with proof of receipt without a valid sale and purchase deed in front of PPAT, then the transaction will cause legal problems.

However, if examined more deeply, the sale and purchase agreement under hand remains vulnerable because it does not provide legal certainty. Legal certainty is a state in which regulations are made and enforced clearly and unequivocally, regulating things logically. In this case, clear means that there is no ambiguity or doubt (multiple interpretations), and logical means that the norms form a harmonious system without clashing or causing conflicts between norms. Legal certainty also leads to the application of the law that is clear, fixed, consistent, and not influenced by certain subjective factors. This means that every legal action taken must ensure legal certainty. This can be very detrimental to the buyer, because they will not get legal certainty regarding the transfer of rights to the land they have purchased.

Land certificates are very important for the community because they are strong legal evidence of ownership of a plot of land, which is in accordance with the procedures and procedures regulated in the applicable laws and regulations. The National Land Agency (BPN) is the institution authorized to issue land certificates. With the registration of the land, not only the security guarantee of ownership is achieved, but also towards the achievement of legal certainty. In fact, a registered landowner will get certainty in his rights to the land.

The land registration system implemented in Indonesia is a negative land registration system that tends to be positive. This means that even if there is proof of land ownership in the form of a certificate that has legal force, there is still a possibility that it will be questioned or canceled by other parties who have valid legal reasons, through the land law judicial process in Indonesia. This is reflected in Article 19 paragraph (2) letter c, Article 23 paragraph (2), Article 32 paragraph (2), and Article 38 paragraph (2) of the UUPA.

The purpose of land registration is to collect and provide complete information about land plots, which was then emphasized by the issuance of Government Regulation Number 24 of 1997. In order to provide legal certainty to land rights holders, this regulation affirms the power of proof of certificates as a strong evidence according to the UUPA. In accordance with existing provisions, as long as the juridical data contained in the certificate is considered correct, both in daily legal activities and in disputes in court, as long as the data is in accordance with what is stated in the survey letter and the land book concerned (Article 32 paragraph (1) of Government Regulation Number 24 of 1997).

In addition, a person or legal entity that acquires land that has been registered cannot be sued by another party, if no lawsuit is filed in court within five years of the certificate being issued. Land acquired by other persons or legal entities in good faith and valid consent is also protected by this regulation, in accordance with the provisions of Government Regulation Number 24 of 1997.

However, buyers who have made payments, the transfer of land rights has not officially occurred. Normatively, the land certificate purchased by the buyer is still recorded in the name of the seller, and even though the certificate has been submitted to the buyer, without the PPAT deed, the buyer cannot be considered as the legal holder of land rights. In other words, to obtain legal guarantees and ensure that the rights to the land are transferred legally, the buyer needs to ensure that the sale and purchase transaction is carried out according to the applicable procedures, namely with a sale and purchase deed legalized by PPAT, which will then facilitate data updates at the National Land Agency (BPN).

Land purchase and sale transactions carried out under the hands without involving a sale and purchase deed made before PPAT are also entitled to legal protection. This legal protection functions to provide certainty and guarantee for the parties involved in the transaction, with a legal basis set by the government or authorities.

In the transaction of buying and selling land rights carried out under the hands, it is important to conduct a study related to legal protection for the parties involved in the agreement. This legal protection is very necessary, especially when there is a default that harms one of the parties. One form of legal protection provided is to protect buyers in the sale and purchase of land carried out informally.

This protection will apply if the seller does not fulfill its obligations according to the agreed agreement. Default itself can be interpreted as negligence or failure in fulfilling the obligations that have been agreed upon in the agreement, be it in the form of breaking promises, late implementation, or even not implemented at all. Certain reasons from the seller who do not fulfill their obligations can be the basis for default in the purchase and sale transaction.

According to Subekti, there are four types of default, namely:

* + - * 1. Not doing what is promised will be done.
        2. Carrying out what he promised but not as he promised.
        3. Doing what he promised but too late.
        4. Doing something that according to the agreement should not be done.

The legal status of land purchase and sale carried out under the hand without the making of a Sale and Purchase Deed in the presence of the Land Deed Making Officer remains valid, as long as the legal conditions for buying and selling in accordance with the provisions in the UUPA have been met, namely material requirements that include cash, light, and real aspects. In addition, the sale and purchase also meets the legal requirements of the agreement as stipulated in Article 1320 of the Civil Code. However, for the process of transferring land rights and changing the name, a deed made by PPAT is required, because the transfer of land rights must be proven by an official deed prepared by PPAT.

Legal consequences for buyers in the sale and purchase of land rights carried out under the hand, if there is a dispute between the seller and the buyer, the deed made under the hand can be debated and does not immediately have perfect evidentiary power. The deed will only have stronger evidentiary power if it is recognized by both parties or strengthened with other evidence. Therefore, a deed under hand can only be considered as the beginning of written evidence that needs to be strengthened by other evidence to guarantee its validity before the law.

The theory of legal protection is used to analyze the problems reflected in the formulation of the second problem, which is related to buyers in good faith in buying and selling land rights carried out under the hands. In this context, legal protection functions to ensure that the rights of buyers in good faith are protected, especially when transactions are carried out without official deeds made by Land Deed Making Officials (PPAT), so that potential disputes or legal problems that are detrimental to buyers arise.

If associated with the meaning of good faith, Article 531 of the Civil Code explains that a person is considered in good faith when he acquires an object or property without knowing the defects or problems contained in it. Good faith can be understood from two perspectives, namely subjective and objective. Subjectively, good faith refers to honesty, which is related to a person's inner attitude when making a covenant. Meanwhile, objectively, good faith includes propriety in the implementation of the agreement, where the fulfillment of achievements and the implementation of rights and obligations must pay attention to the norms of propriety and decency. To protect the party in good faith in an agreement, it is necessary to have a law that can provide protection.

If analyzed using the theory of legal protection put forward by Satjipto Rahardjo, even though the sale and purchase is carried out under the hand, this should not be an obstacle or problem for the buyer, especially in terms of ownership of land rights obtained from the transaction. Legal protection plays a role in ensuring that buyers in good faith still get protection for their rights, even if the transaction is not carried out through formal procedures as stipulated in the applicable legal provisions.

The sale and purchase of land rights carried out under the hands still recognizes the existence of a legitimate legal act between the seller and the buyer. Although the transaction did not go through a formal procedure before the Land Deed Making Officer (PPAT), it is still considered valid evidence in relation to the agreement that occurred between the two parties. In the context of civil law, Article 1866 of the Civil Code stipulates that one type of evidence is written evidence, which includes letters made by the parties. This is also strengthened by the provisions of Article 1874 of the Civil Code which states that written evidence includes not only official documents, but also letters under hand that have been signed or thumbtapped by the parties involved in the agreement. Thus, even if the transaction is carried out under hand, the letter can be valid evidence as long as it meets the applicable legal requirements.

However, the power to prove buying and selling carried out under the hand as evidence is still limited. This is because according to Article 37 of Government Regulation Number 24 of 1997, for the transfer of land rights to be legal and can be registered, it must be proven by a deed made by the Land Deed Making Officer (PPAT). Although the sale and purchase is carried out under legal hands as a legal act between the seller and the buyer, the transaction cannot be registered at the Land Office, so it cannot be recognized as a legal transfer of land rights in the applicable land registration system.

The theory of legal protection according to Satjipto Rahardjo, when applied in the context of buying and selling land carried out under the hand, shows that the law has provided protection to the buyer in the event of a dispute. Even if the transaction is carried out informally or under the hand, the sale and purchase agreement still meets the requirements for the validity of the agreement regulated in civil law. One of the principles underlying this is the principle  *of pacta sunt servanda* from the formulation of Article 1338 paragraph (1) of the Civil Code which states that the agreement that has been agreed upon by the parties will be binding and have legal force as the law for them. Therefore, even though the sale and purchase agreement made under the hand only has limited evidentiary power, it can still be used as evidence in a dispute, as long as the parties involved acknowledge the existence and validity of the agreement.

Basically, an agreement only binds the parties who make it. This is explained in Article 1315 juncto Article 1340 of the Civil Code which reflects the principle of personality in the agreement. Article 1315 states that "in general, a person cannot bind himself or request that a promise be made to himself." Meanwhile, Article 1340 of the Civil Code emphasizes that "an agreement only applies between the parties who make it." Thus, an agreement cannot provide burdens or benefits to third parties, except in certain situations regulated in Article 1317 of the Civil Code.

Regarding land purchase and sale cases that have not been completed with a sale and purchase deed for the purpose of transferring rights (changing the name) of land certificates, the settlement of the case will follow the applicable legal provisions in accordance with existing laws and regulations. Case settlement through the court is one of the options that is in great demand by some people, in addition to the existence of alternative case resolution outside the court. This is because the court is considered an institution that can provide binding solutions for parties seeking justice regarding the problems they face.

The existence of court institutions was formed to resolve various cases that arise between the parties to the case, with the aim of creating a sense of justice. Disputes that arise can vary, including disputes related to breach *of contract*, unlawful acts (*onrechtmatige daad*), disputes regarding intellectual property (*property rights*), bankruptcy disputes, disputes over abuse of authority by the authorities, and so on.

One form of protection is by giving the right to buyers who feel aggrieved to file legal remedies with judicial institutions. However, the court is not authorized to create new laws, but is only tasked with finding and declaring the existence of relevant legal regulations to decide the case.

In the judicial process related to land purchase and sale transactions that end in court, the judge is required to go through a series of stages before giving a decision. The first action is to contribute, which means the judge must confirm and verify that the proposed event actually occurred. In this stage, the judge must be careful and not rush, using the available evidence to ascertain the truth of the event.

After confirming, the judge continues to qualify the event, namely assessing and determining the type of legal relationship that exists. At this stage, the judge looks for the law that applies to the event that has been confirmed to be true, and places the event in the right legal framework.

The last stage is constituting, which is the process of determining valid legal decisions based on qualified events. This is a final step where the judge gives a verdict that is expected to produce justice in accordance with applicable legal norms. In this case, the court functions to enforce the existing law by considering all aspects of the applicable law, so that the decision taken will be based on the legal provisions that are valid and applicable in Indonesia.

The judge's decision regarding the sale and purchase of land under hand, with the preparation of a land sale and purchase deed serves as the basis for processing the application for a land right certificate, with the note that it depends on the content of the decision itself. If the court decision states that the land sale and purchase is legal, then the decision can be used as a basis for applying for a land certificate. In this case, the function of the court decision is parallel to the sale and purchase deed made by PPAT, because the two documents serve as authentic evidence to prove the existence of a valid and legal land sale and purchase transaction.

In addition to legal certainty for the status of the land, land registration is also to protect the landowners so that the ownership of their rights is not disturbed by parties interested in the land. For this reason, it is emphasized in Article 19 paragraph (2) letter c of the UUPA, that: "Land registration in this Article includes:

**The provision of valid proof of rights is a strong means of proof**

The evidentiary provided is in the form of a certificate as mentioned in Article 1 point 20 of the Government Regulation of the Republic of Indonesia Number 24 of 1997, namely "A certificate is a certificate of proof of rights as referred to in Article 19 paragraph (2) letter c of the UUPA for land, waqf land management rights, property rights to apartment units and dependent rights which have each been recorded in the relevant land book."

Property rights are a very basic right and are protected by the constitution. Article 28 paragraph (4) of the 1945 Constitution of the Republic of Indonesia stipulates that everyone has the right to have property rights, and this right must not be arbitrarily taken over by any party. The Basic Agrarian Law (UUPA) as the basis of national land law also stipulates that land ownership is the hereditary, strongest, and fullest right that a person can have over land, while still paying attention to the fact that all land rights have a social function.

Article 20 paragraph (1) of the UUPA emphasizes that property rights are the "hereditary, strongest, and fullest" rights that can be owned over land, while still referring to the provisions in Article 6 of the UUPA. In this article, property rights are referred to as the "strongest" rights that a person can have over land, and this right is also the "fullest" right.

However, even though this property right is the strongest and fullest, it cannot be interpreted as an "absolute" or inalienable right, as may be reflected in the Civil Code (KUHPerdata). Property rights, as stipulated in the UUPA, have a social function, which means that they cannot be considered as absolute and inviolable rights. Therefore, property rights must be seen in the context of their functions which are also related to the social interests of the community.

If at any time a lawsuit or lawsuit arises related to the land object, then all information contained in the land certificate has strong evidentiary force, as long as there is no other evidence that can prove otherwise. Land certificates registered with the National Land Agency (BPN) are considered valid authentic evidence of ownership and legal status of the land, so in court, this certificate will be a strong basis in proving land rights. However, if there is stronger evidence that denies the correctness of the information in the certificate, then it can affect the evidentiary power of the certificate itself.

In the settlement of cases in court, proof is a step taken by the parties involved in the dispute to reveal the truth, so that a decision that has the value of legal certainty and justice can be achieved. The evidence in cases such as in civil cases is:

Proof of the letter;

Witness evidence;

Suspicion;

Oath;

This proof is an important element so that the court can make a decision that is fair and in accordance with the existing facts. A certificate of land rights as proof of a letter (written) has many functions for the owner. The main function of a certificate is as a strong proof tool. This is stated in Article 19 of UUPA Number 5 of 1960 as previously explained. Thus, anyone can prove their land rights if it is clear that the name listed in the certificate is the holder. Thus, the things that can be proven in the land right certificate are:

* + 1. Types of land rights (whether property rights, building use rights, business use rights or other land tenure rights;
    2. Rights holders;
    3. Physical description of the soil object;
    4. Legal events that occur with land.

Among the general public, the importance of the existence of land rights certificates as valid evidence in disputes is often not fully understood. This is due to the many types of land certificates circulating in the community, such as Land Certificates, Land Cultivation Certificates, and various other certificates issued or known by the local government. In fact, according to the Basic Agrarian Law (UUPA) and Government Regulation No. 24 of 1997, certificates are valid and strong evidence in ensuring legal certainty over land tenure, be it property rights, building use rights, use rights, or other rights registered in land registration. This does not mean that evidence other than the certificate is invalid, but the certificate has stronger evidentiary power if the physical and juridical data listed in the certificate are in accordance with the survey letter and the land book concerned.

Land that has been registered will be given a certificate as proof of ownership. However, under certain conditions, the land can be transferred through an agreement between the parties involved. Land ownership can be transferred through the sale and purchase process regulated in Article 1457 of the Civil Code, which refers to an agreement in which one party agrees to hand over an object, while the other party is obliged to pay the agreed price.

After the court decision states that the sale and purchase of the land is legal, the applicant or buyer in good faith will obtain an official copy of the court decision. The copy is used as one of the bases to be able to make a sale and purchase deed by PPAT which then with the sale and purchase deed that has been made by PPAT, the certificate of ownership of the land that has been obtained by the buyer can then be registered to the Land Office to process the transfer of rights (name change).

Every transfer of land rights must be registered at the Land Office to be recorded in the land book, after previously a deed of transfer of rights was made by the authorized official, namely PPAT (Land Deed Making Official) (Munir, 2014). Regarding land registration for the certificate of ownership, based on Government Regulation of the Republic of Indonesia Number 18 of 2021 concerning Management Rights, Land Rights, Flats, and Land Registration, land registration can now be done electronically. This step was taken to make it easier for the community to access and register land rights. The implementation of this electronic land registration system will be carried out in stages, taking into account the readiness of the electronic system developed by the relevant Ministries. The purpose of this regulation is to increase efficiency, transparency, and ease in the land registration process for the community.

In Indonesia, land registration serves to provide legal ownership guarantees and provide legal certainty (*rechts cadastra*) for land rights. By registering land, the owner can obtain a valid document as proof of rights and ownership, which ensures the security and validity of the land data. From the presentation of the analysis of legal protection for buyers in good faith on the certificate of ownership obtained through the sale and purchase under the hand, the Court with its power can provide protection to the buyer to obtain his rights as the legal owner of a piece of land or building that he has purchased from the seller.

**CONCLUSION**

In an effort to transfer the title certificate to a buyer in good faith over the land obtained through the sale and purchase under the hand, appropriate legal steps are needed to ensure the certainty of the land ownership status. The buyer must take the matter to court to obtain a ruling declaring the transaction valid and recognizing the buyer as the rightful owner. This court decision became the basis for the registration of the transfer of rights at the Land Office, providing strong legal protection for the buyer. Legal protection for buyers in good faith is essential, with courts having a major role to play in ensuring buyers obtain their rights as rightful owners. A valid court decision ensures that the buyer's ownership rights are recognized and protected, preventing future disputes. It is recommended for buyers who carry out land purchase and sale transactions under hand to immediately apply to the court and involve a competent third party such as PPAT to ensure the transaction is officially recorded. After obtaining a court decision, registration of the transfer of rights at the Land Office must be carried out to ensure maximum legal protection. The public is also expected to avoid the practice of buying and selling under the hands and prioritize official transactions that are recorded, as well as keep proof of transactions to ensure that their rights are recognized and protected.

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