

## Legal Protection for Injured Parties Due to the Sale's Acte Revocation

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### Abstract

*AJB is an authentic document whose validity is highly dependent on the manufacturing process that must meet legal provisions, one of which is the presence of the parties and PPAT when making and signing the Acte. The presence of PPAT is absolute because it acts as a state official who guarantees the formal and material truth of the contents of the Acte and explains the legal consequences of the transaction to the parties. This type of research is normative law research, with a study of legal materials containing normative legal rules. This research relates to legal norms that exist in society and in legislation and court decisions. In Indonesia Civil Code Clause 1338 Verse 3, good faith is only mentioned in relation to the making of treaties, but is not regulated further. Therefore, in SEMA Number 4 of 2016, buyers who have good faith are given a guarantee in the form of legal protection. Good faith itself consists of two types, namely subjective, which is interpreted as honesty, and objective, which is interpreted as a form of politeness and manners, whereby a person must also comply with social norms. A buyer acting in good faith is a buyer who carefully examines the physical condition and legal data of a transfer of land rights being purchased, both before and at the time of transfer. However, if the buyer is aware of a defect in the transfer of rights process, the buyer's good faith is considered lost. Legal protection for buyers is only for buyers acting in good faith. In the cancellation of an AJB, protection for buyers is in the form of a civil lawsuit against the deed and compensation. Under certain conditions, an agreement may be cancelled, either by the parties or by court order. As a form of binding agreement, a land sale and purchase agreement contains the rights and obligations of the parties who made it, so that if the terms agreed upon in the sale and purchase agreement are violated or not fulfilled by the parties who made it, then it can be said that there has been a breach of contract. Before a sale and purchase can be carried out before an authorised official, namely the Land Deed Official (PPAT), the parties who will sell and purchase land rights must meet all the requirements stipulated for the sale and purchase of land. Requirements regarding the object of sale and purchase, for example, the land rights to be sold and purchased are legally owned by the seller, as evidenced by a land certificate or other valid proof of such rights, and the land being sold and purchased is not in dispute with other parties, and so on.*

**Keywords:** Legal Protection, Injured Parties, Acte Revocation

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## INTRODUCTION

Land is a fundamental part of the state structure and has a strategic role in supporting the achievement of public welfare and national development. The existence of land is recognized and guaranteed by the Constitution of the Republic of Indonesia in 1945 (hereinafter the 1945 Constitution) in Clause 33 Section (3) instructs the state to control the earth, water and natural resources of the Indonesian nation as much as possible for the prosperity of the people. Efforts for that then the need for a bridge to the greatest prosperity of the people, namely with a more detailed regulations, such as Acts, government regulations, and so forth. From it gave birth to Act Number 5 Year 1960 on the basic regulation of Agrarian trees or agrarian Basic Act (hereinafter the UUPA).

One of the main objectives of the establishment of the UUPA is to provide legal certainty to all citizens regarding ownership of land rights. Related to legal certainty the right to land ownership, especially in the life of the state is expressly mentioned in Clause 19 Section (1) of the UUPA, which states that to ensure legal certainty as well as legal protection by the government for holders of land rights based on government regulations held land registration throughout Indonesia.

Based on the above, the obligation to register land is regulated by Government Provision Number 24 Year 1997 on Land Registration (hereinafter PP PT) which is the official regulation

governing the registration of land in Indonesia. The purpose of the land registration is so that land rights holders get legal certainty, and legal protection and support the creation of administrative order in the land sector.

The government is responsible for land registration through the National Land Agency (hereinafter BPN) which is tasked with issuing a legal assurance product in the form of a letter of proof of land rights. (M. Yamin Lubis dan A. Rahim Lubis, 2012) In carrying out their duties, the head of the Land Office is assisted by officials who make land Actes (hereinafter PPAT) and other officials specifically appointed to carry out tasks based on PP Number 24/1997 and applicable Act. (I Ketut Oka Setiawan, 2021)

As stipulated in Clause 1 Number 1 of Government Provision Number 24 Year 2016 About amendments of Government Provision Number 37 Year 1998 regarding the position of land Acte officer, it is explained that “PPAT is a public official who is authorized to draw up authentic Actes related to certain legal acts related to land rights and property rights in apartment units”. Based on this definition, confirms that the Acte made by PPAT classified as authentic Acte. Then the process of making it is required to meet a number of provisions related to certain procedures, forms, and formalities so that the Acte is valid and qualifies as an authentic Acte. The procedure for making an authentic Acte is a legal provision that is coercive, so it must be carried out correctly and appropriately. If there is a deviation in the manufacturing process, it can have legal consequences, especially for the strength of proof of the Acte. (Istianti dan Akhamd Khisni, 2017)

PPAT Acte has absolute power regarding the thing or event mentioned in the Acte. So that the evidence in the Acte is the legal event. (Adrian Sutedi, 2011) the regulation on authentic Acte is regulated in Civil Code Clause 1868: “authentic Acte is a Acte that is in the form prescribed by Act, made by or in front of public officials in power for it in the place where the Acte is made”.

Based on the above definition, it is clear that the making of an authentic Acte is required before an authorized public official in accordance with the provisions of the Act, the public official in question is a Notary as Clause 1 Number 1 of Act Number 2 of 2014 concerning amendments to Act Number 30 of 2004 concerning the position of Notary (hereinafter PUUJN). The notary also has the authority to make a land Acte. However, in the case of making a special Acte related to land, it is carried out by a notary who also serves as PPAT. (Habib Adjie, 2009)

In practice, there are many notaries who work as PPAT, this is possible based on legislation. Clause 17 Verse (1) letter G PUUJN mentioned notaries are prohibited from concurrently holding positions as PPAT outside the notary's place of residence, so that notaries who concurrently hold positions as PPAT in their working areas must be the same as in the notary's working area. As a general officer of the land Acte maker, notary / PPAT is required to have adequate expertise, especially in the scope of land, so that the Acte made does not cause disputes or legal problems in the future.

PPAT Acte is proof that legal action against land rights has been done. PPAT Act serves as the basis for recording changes in land registration data for various legal acts. Such as buying and selling, exchanging, grants, *inbreng*, distribution of joint rights, granting building rights or land use rights, granting mortgage rights, and the power to impose mortgage rights. (I Ketut Oka Setiawan, 2021) There are 2 (two) requirements in terms of buying and selling that must be met are material requirements in the form of subjects and objects to determine the validity of buying and selling land, and formal requirements in the form of a Acte of buy-sale made and signed by the parties in front of PPAT. (Effendi Perangin, 1994)

The process of buying and selling land rights based on PP Number 24/1997, the seller and the buyer are required to face PPAT, then both prepare documents. For sellers prepare documents in the form of photocopies of ID cards, photocopies of KK, marriage certificates and SPPT PBB while for buyers prepare documents in the form of photocopies of ID cards, photocopies of KK and marriage certificates. After the documents are complete, the Acte can be immediately made by PPAT. When the PPAT Acte has been made, PPAT is required to read and explain the contents of

the Acte in front of the parties and 2 (two) witnesses. In addition to the registration of the transfer of rights, the PPAT Act is made in two original copies. The first is stored in the PPAT office, and the second is submitted to BPN. While the parties received a copy of the Acte.

The Acte of buy-sale (hereinafter AJB) is made according to valid documents brought by the harassers, then PPAT is required to check the document. PPAT is responsible for making the authentic Acte in front of him so the precautionary principle to make the authentic Acte is needed. This principle is applied at the time before making the Acte where PPAT must know the harassers and check the correctness of the documents belonging to the harasser first. The precautionary principle is used to ensure a legal certainty so as to avoid disruption of the process of issuing land certificates for rights owners. Notarial Acte/PPAT that does not meet the provisions can be canceled through a court that is declared null and void for the sake of law. Notaries/PPATs have a crucial nexus in ensuring the assurance of law, order, and legal preservation. This is based on Clause 3 item f of the Ethics Code of the Association of Land Deed Officials (IPPAT Ethics Code), which explains that PPATs are obliged to work with a sense of responsibility, independence, honesty, and impartiality, in order to protect the interests of the parties involved.

AJB is an authentic document whose validity is highly dependent on the manufacturing process that must meet legal provisions, one of which is the presence of the parties and PPAT when making and signing the Acte. The presence of PPAT is absolute because it acts as a state official who guarantees the formal and material truth of the contents of the Acte and explains the legal consequences of the transaction to the parties. Although regulated on the Facing of the parties in making PPAT act in Clause 22 PP Number 37/1998, but in practice there is often a deviation in the form of PPAT absence during the process of signing the Acte of buy-sale. In some cases, the Acte is still made and signed by the parties without being seen or witnessed directly by PPAT, some even delegate to staff or other parties who do not have authority. Whereas PPAT is required to provide information and testimony about the contents of the Acte they made. Therefore, PPAT is legally and ethically responsible for errors due to their negligence or negligence. This deviation is a serious violation of the PPAT position regulations and the IPPAT's Ethics Code which explains that PPAT must be present directly in every process of making a Acte. The absence of PPAT in making AJB not only violates ethics and professional rules, but also violates legal norms so that it has the potential to cause various legal problems. Acte made without the presence of PPAT can be declared formally defective, and at risk of being canceled by the court. In addition, these actions can harm parties who make transactions in good faith and damage public confidence in the PPAT profession. The act is entered into an unlawful act, in accordance with Clause 1365 of the Civil Code, explaining that an unlawful act is an act that causes third party losses and requires financial compensation from the party whose negligence resulted in losses.

This kind of deviation reflects the weak supervision of the implementation of PPAT tasks and the low integrity of some PPAT personnel to carry out their duties and functions. Against PPAT who make authentic Acte not in accordance with the provisions of the legislation may be subject to dismissal with disrespect from his position by the head of BPN Indonesia. This is in accordance with Clause 10 Section (3) letter a jo. Elucidation of Clause 10 Section (3) letter a number 4, 6, 7 and 9 Provision Number 24 of 2016 on the land Acte Office. PPAT involved with the above problems usually occur due to negligence or deliberate elements committed, resulting in irregularities in the performance of duties and positions.

Danang Ifran Feriansyah's (2023) research entitled *Legal Review of the Status of Buy-sale Acte Signed by the Parties Not in the Presence of a PPAT* discusses the status of deeds as a result of a PPAT's actions in creating buy-sale Acte that are procedurally flawed, namely those signed without the presence of a PPAT, as well as the legal consequences of such buy-sale Acte. The research uses the theory of legal certainty and the theory of justice, so that the results of the study show that the legal status of a buy-sale Acte that is not signed in the presence of a PPAT is degraded

to the legal status of a private document, and the deed is subject to administrative sanctions and Ethics Code.

## RESEARCH METHODS

This type of research is normative law research, with a study of legal materials containing normative legal rules. This research relates to legal norms that exist in society and in legislation and court decisions. This research uses a statutory approach or a juridical approach, which is research on legal products. The statutory approach is carried out by examining relevant legislation and regulations that are directly related to the issues or topics in this research. Through this approach, the author can analyse the consistency and compatibility between the legal rules being studied. Thus, the research is conducted by presenting, explaining, and describing the data in a complete, detailed, and systematic manner regarding issues related to this research, then processing and analysing the data to draw conclusions.

The nature of this research is descriptive analytical. The descriptive analytical method is a method that serves to describe and depict the object being studied through the data and samples collected as they are, without conducting analysis or making conclusions that apply generally. This research uses a statutory approach or juridical approach, which is research on legal products. The statutory approach is carried out by examining relevant laws and regulations that are directly related to the issues or topics in this research.

The data collection technique used in this study is library research, which involves examining and reviewing various written sources (literature) related to the topic or issue being studied. The data analysis technique in research uses a qualitative method, which is a systematic approach or method for solving a problem that is analysed in order to obtain an explanation of the issue being discussed based on legal norms, legal principles and research legislation.

## RESULT AND DISCUSSION

In the legal system of proof of Indonesian civil-justice the Acte of buy-sale is an authentic Acte used as evidence to prove the existence of legal actions related to the transfer of land rights. (Agus Iriantoro and Ahadian Pradipta, 2022) written evidence is one type of evidence that can be given at conferences, the written evidence is one of the authentic Actes that has perfect proof power. An act is said to be an authentic act, if it meets the conditions:

- a. The form of the Acte is made based on the provisions of the Act;
- b. The Acte is made by or in the presence of an authorized public official;
- c. Made within the jurisdiction of the public official of the authentic Acte maker.

Making a Acte by not following the provisions of the authentic conditions will result in the Acte not having perfect proof power and binding so that it becomes a Acte under hand. In order for the Acte to have perfect force of proof, it must meet the authenticity requirements above. The official authorized to make an authentic Acte is a notary, but the Actes concerning land, the Act gives authority to PPAT. PPAT has many duties and responsibilities in making land Actes because they are public officials who are sworn in by the BPN Regional Office at the PPAT residence. They must also comply with Acts and regulations and the Ippat Code of ethics.

Based on Clause 37 PP Number 24 of 1997 on the Actes under the authority of PPAT states that one of the land-Actes on legal acts is the act of buying and selling land rights. This Acte of buy-sale is included in the category of Acte of Partij (Partij Akten) or Acte of party because it is made based on the desire of the parties to enter into an treaty to perform a legal act in the form of transfer of land rights. This treaty must be concluded on the basis of an treaty that

meets the legitimate conditions of the treaty under Clause 1320 of the Civil Code. Furthermore, PPAT then compile a Acte of sale in accordance with the provisions of the legislation and guided by the Code of ethics PPAT Department. Thus, the Acte made will qualify formally and materially as valid evidence and has perfect proof power (*volledig bewijs*) before the court.

When viewed from a sociological perspective, PPAT gained recognition from the community because the presence of PPAT is very necessary and helps the community in the implementation of the transition of land rights. So that the role of PPAT in making the Acte makes a major contribution to the maintenance of land registration data, in addition PPAT also helps increase state tax revenues. This is because PPAT is assigned to check whether the land and Building Tax (PBB), Income Tax (PPH), and land and building Rights Acquisition duty (BPHTB) have been paid before making the Acte.

As a neutral party, PPAT is responsible for ensuring that any legal action related to the transfer of Rights is carried out in accordance with applicable legal provisions. If PPAT violates the provisions of Clause 97 of Ministerial Re Number 16 of 2021 and Clauses 38 to 40 of PP Number 24 of 1997 regarding the procedure for making a buy-sale Acte at the time of making the Acte, PPAT is considered negligent in implementing its obligations and can be sanctioned and can be sued for compensation by the injured party for ignoring these provisions. In practice, many PPAT are affected by problems due to unlawful acts and sued in court, both because of civil and criminal errors. (Gading Novryo Larandika dan Widhi Handoko, 2023)

Acte that has been revoked by the court is no longer valid, thus AJB Number 134/2016 and AJB Number 135/2016 are no longer valid. Even though a deed has been declared invalid, the PPAT's responsibility does not automatically end, as stipulated in Clause 55 of Perkaban Number 1 Year 2006. If there are violations by the PPAT, according to Ethics Code of PPAT Clause 6 Verse (1) the sanctions that can be imposed on the PPAT are: a. Reprimand; b. Warning; c. Temporary dismissal from IPPAT membership; d. Dismissal from IPPAT membership; or d. Dismissal without honour from IPPAT membership.

Sanctions are imposed based on the number of violations committed by PPAT members. The PPAT Advisory and Supervisory Board (MPPP) has the authority to receive reports and complaints from the public, conduct preliminary investigations into alleged PPAT violations, and recommend administrative sanctions to the Minister of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN). Although the MPPP investigates and makes recommendations, the Minister of ATR/BPN has the legal authority to impose sanctions on PPAT. Affected parties may submit written reports to the Regional Supervisory Council (hereinafter referred to as MPD), the Regional Supervisory Council (MPW), and the Minister of ATR/BPN directly.

The initial examination mechanism by the MPD consists of a formal and material examination of the report. If there is evidence of a violation, the MPD submits the report to the MPW, followed by a clarification hearing with the relevant PPAT (the reported party), the reporter, and witnesses, if any. After that, the MPW compiles an investigation report (BAP) and recommendations for the type of sanctions, which are then forwarded to the Central Supervisory Council (MPP). Based on these recommendations, the MPP reviews and evaluates them so that the results can be submitted to the Minister of ATR/BPN, who can then issue an administrative sanction decision to the PPAT concerned.

The transfer of land rights through the issuance of AJB 134/2016 and AJB 135/2016 was signed under conditions of ignorance, as the signed documents were blank stamped forms prepared by Defendant II (as a staff member of Notary/PPAT Defendant I). which turned out to be a blank deed of sale with the object of sale being the Plaintiff's debt collateral to Defendant III in the form of SHM Number 681/Bumiaji and SHM Number 682/Bumiaji owned by the Plaintiff. However, in the case in question, the Buy-sale treaty between the Plaintiff and Defendant IV did not meet the requirements for a valid treaty. Specifically, in terms of consensus,

there was no treaty between the parties regarding the object and content of the treaty. This is contrary to the principle of *consensualism*, which requires that an treaty be reached on the main points of the treaty. In accordance with Article 1458 of the Civil Code, a buy-sale is deemed to have taken place when an treaty has been reached on the price and object that is the subject of the buy-sale. Therefore, the absence of treaty in the buy-sale renders the deed legally defective and does not meet the requirements for a valid treaty.

However, if viewed based on the ability to act, which is a subjective requirement inherent in legal subjects to be able to perform legal acts validly. Every person who is of legal age and not under guardianship is basically considered competent to perform legal acts, including signing authentic deeds such as deeds of buy-sale. Therefore, in this case, the Plaintiff who signed the deed of buy-sale in front of the PPAT is legally considered to have known and agreed to the entire contents of the deed. The existence of a signature as a form of explicit consent is a manifestation of the legal will of a competent subject. Thus, objections or denials of the contents of the deed after signing cannot be used as valid legal grounds, unless it can be proven that there were elements of coercion, error, or fraud that caused a defect of will. This is in line with the *presumptio iustae causa* principle that a deed signed by competent parties is deemed to have been made consciously and of their own free will, thus having full evidentiary force until proven otherwise. This principle is inherent in the validity requirements of Article 1320 of the Civil Code.

Regarding the treaty on the object in accordance with the parties' wishes, the prices contained in AJB 134/2016 and AJB 135/2016 were also not based on an treaty between the parties because it was proven in court that the payment for the object of buy-sale was made by Defendant IV by transferring the money to Defendant III. but in fact Defendant III did not control the disputed object. Based on Article 5 of the UUPA, the buy-sale of land must comply with the principles of cash and transparency. The principle of cash means that the transfer of rights and payment of the price of the land must be carried out at the same time. Cash does not mean that payment is made immediately and in full, but means making payment in accordance with the agreed price. Therefore, the cash principle is still fulfilled even if a payment is made in instalments or in stages. In this case, the cash principle is not fulfilled because the buyer did not make the payment to the seller as the owner of the land rights. Additionally, the transparency principle is not fulfilled in this case because the buy-sale was not conducted in the presence of a Notary Public. This violates the provisions of Article 5 of the Land Law regarding the cash and transparency principles.

In civil law practice, debts secured by land must be guaranteed through a mortgage as stipulated in Law No. 4 of 1996 concerning Mortgages (hereinafter referred to as the Mortgage Law). A mortgage is defined as collateral imposed on land rights based on the Land Law (UUPA), meaning that such collateral cannot be automatically transferred to a Buysale treaty if the debtor fails to repay the debt. Land should be encumbered with a mortgage, rather than being directly transferred through a deed of buy-sale. Objects that can be encumbered with a mortgage are land with a Certificate of Ownership (SHM), a Right to Build (HGB), or a Right to Cultivate (HGU). A mortgage gives the creditor preferential rights to debt repayment through land auction, and the remaining auction proceeds become the debtor's rights. In accordance with Articles 6 and 12 of the Mortgage Law, the creditor is not justified in becoming the owner of the collateral land because the debtor is in default, and such a promise is null and void. However, in this case, without a Mortgage Right, Defendant III, as the creditor, transferred SHM Number 681/Bumiaji and SHM Number 682/Bumiaji in the name of the Plaintiff to Defendant IV through a Buysale treaty based on AJB Number 134/2016 and AJB 135/ 2016 as repayment of the Plaintiff's debt, which is clearly not permitted by law and is null and void.

From the above explanation, it is known that Defendant I, as a Notary/PPAT, did not formulate the deed of sale based on the treaty between the Plaintiff and Defendant III, did not

carefully examine and check the documents beforehand because in making the deed, the PPAT delegated it to his staff. The Notary/PPAT was not present during the drafting of the deed and therefore could not ensure that the legal action was in accordance with the provisions of the law, resulting in the deed being drafted in violation of the provisions of the law. As stated in Article 3 letter f of the IPPAT Code of Ethics, the PPAT is obliged to work with a sense of responsibility, independence, honesty, and impartiality. Thus, it can be concluded that Defendant I, as a Notary/PPAT, did not prepare the deed thoroughly, independently, honestly, and impartially as stipulated in the PPAT code of ethics. Therefore, the deed of buy-sale issued by the PPAT violated the procedures for drawing up authentic deeds and also the requirements of the treaty as a fulfilment of material requirements.

In line with the theory of legal certainty, the Plaintiff therefore filed a lawsuit to ensure legal certainty of ownership of his land, starting with a lawsuit in the Malang District Court with Case Number 70/Pdt.G/2022/PN.Mlg. This decision was declared inadmissible, based on the legal consideration that the plaintiff's power of attorney did not meet the formal requirements for filing a lawsuit. Therefore, the Plaintiff filed an appeal at the Surabaya High Court under Case No. 800/Pdt/2022/PT. In its ruling, the judge upheld the Malang District Court's decision No. 70/Pdt.G/2022/PN.Mlg based on legal considerations, stating that the reasons for the appeal in the appellant's appeal brief were repetitive and therefore had to be dismissed. Therefore, the author disagrees with both the first instance judge's decision and the second instance judge's decision because, in the author's opinion, the judges did not consider the evidence comprehensively and ignored the facts discussed in the trial, which led to errors in the consideration and application of the law.

The final step taken by the Plaintiff was to file an appeal with the Supreme Court under Case Number 3507 K/Pdt/2023, which in its ruling granted the Plaintiff's claim in part and declared the actions of the Defendants to be unlawful, stipulating that Deed of Buy-sale No. 134/2016 and AJB No. 135/2016 made by Defendant I as Notary/PPAT were flawed and legally void, so that the Plaintiff was the rightful owner of both SHM Number 681/Bumiaji and SHM Number 682/Bumiaji in the name of Retno Probowati. According to the author, the Supreme Court's decision has provided legal certainty for the plaintiff as the holder of land rights, whereby based on land law in Indonesia, certificates are intended to guarantee legal certainty for the owners of a plot of land.

Because buy-sale is a consensual treaty, or a binding treaty since both parties reach an treaty, it is usually done with a Buysale treaty. (Agung Iriantoro and Ahadian Pradipta, 2022) according to Civil Code Clause 1457, buying and selling is defined as an treaty in which one party commits itself to handing over an object, and the other party is obliged to pay the agreed price.

Philipus M. Hadjon elaborates that statutory provision constitutes as protection of nobility and prestige, as well as the acknowledgement of human rights possessed by statutory subjects based on the provisions of the law on arbitrage. The form of legal protection is divided into 2, namely: a. preventive legal protection, aimed at preventing disputes through providing an opportunity for legal subjects to submit objections or opinions before the government's decision becomes the final decision. And b. repressive legal protection, aimed at resolving disputes. In the form of handling legal protection by the General Court and the State Administrative Court. (Philipus M. Hadjon, 2008)

A buyer is considered to be acting in good faith if they carefully examine the material facts (physical condition) and the validity of the legal aspects (legal data) of the transfer of rights to the land they are purchasing, both before and during the transfer. However, if the buyer is aware of any defects or problems in the transfer of rights process, they are not considered to be acting in good faith. Legal protection is only granted to buyers acting in good faith. With the cancellation of the AJB, the form of protection for buyers is that they can file a civil lawsuit in

the form of a lawsuit for unlawful acts and compensation for losses if the buyer can prove in their lawsuit that they were truly unaware of any defects in the transaction, then legal recourse for compensation against the seller can still be pursued. Thus, in this case, various legal mechanisms have been used to protect the aggrieved party. This decision reflects that Indonesian civil law provides a comprehensive remedy for parties who have suffered losses due to legal violations, either through the restoration of rights or compensation for losses.

Good faith buyers should be guaranteed legal-protection, this is regulated in SEMA number 4 Year 2016. The principle of good faith buyers in civil Act in Indonesia in Civil Code Clause 1338 Section (3) only states that treaties must be made in good faith, but does not discuss further about good faith buyers. In literature, there are two varieties of good faith: subjective good faith and objective good faith. Buyers with subjective good faith are defined as honesty means that the buyer does not know of any disability or problem with the transfer of their rights, while objective good faith is defined as propriety, where the actions of a person (for example the buyer) must also be in accordance with the general views of society. (Widodo Dwi Putro, et.all, 2020)

A buyer acting in good faith is a buyer who carefully examines the physical condition and legal data of a transfer of land rights being purchased, both before and at the time of transfer. However, if the buyer is aware of a defect in the transfer of rights process, the buyer's good faith is considered lost. Legal protection for buyers is only for buyers acting in good faith. In the cancellation of an AJB, protection for buyers is in the form of a civil lawsuit against the deed and compensation.

A sale and purchase agreement between a seller and a buyer is not always a simple sale and purchase agreement; in fact, it often causes problems, so legal regulations are needed to govern the various possibilities that may arise in a sale and purchase agreement. Careful regulation of sale and purchase by legislation is a fundamental necessity, both in terms of the type of goods traded and the method of payment. Upon the conclusion of a sale and purchase agreement between the agreed parties, the seller has an obligation to provide information to the buyer. General provisions regarding the obligation to deliver something are regulated in Article 1235 of the Civil Code and provisions specifically regulated for sale and purchase in Article 1474 of the Civil Code. After the agreement is concluded, the seller has three obligations, namely: (1) To maintain and care for the goods to be delivered to the buyer until the time of delivery; (2) To deliver the goods sold at the specified time, or if no time has been specified, at the buyer's request; (3) To bear the risk of the goods sold. The legal consequence of cancelling a sale and purchase agreement with the seller, if there is no longer good faith on the part of the buyer, is that if an agreement is cancelled, an agreement can be made for the certificate that has been deposited with the notary to be returned, or an agreement can be made between the parties that the refund will be half the price paid by the buyer.

The issue of transaction prices for land that has not actually been fully paid for, but for which the deed of sale states that it has been 'paid in full', is not a new problem, as many issues arise from land transactions as a result of the nature of such sale and purchase agreements. Therefore, to resolve this issue, a lawsuit is filed in court. Resolving civil cases through the courts is a last resort, after attempts at amicable settlement between the two parties have failed. In filing a lawsuit, the plaintiff, in this case the seller, must be careful in determining the grounds for the lawsuit, as incorrect grounds will result in the lawsuit being dismissed. There are only two grounds for civil lawsuits, namely unlawful acts (PMH) and breach of contract. Based on the consideration of civil procedural law in Indonesia, if the payment has not been paid in full and there is an agreement, the lawsuit will be based on breach of contract.

The legal consequences for buyers who have committed a breach of contract are the following penalties or sanctions: (a) The buyer is required to pay compensation for losses suffered by the seller (Article 1243 of the Civil Code). This provision applies to all contracts; (b) In bilateral agreements, default by one party gives the other party the right to cancel or terminate

the agreement through a judge (Article 1266 of the Civil Code). (c) The risk passes to the buyer from the moment of default (Article 1237 of the Civil Code). This provision only applies to contracts to deliver something; (d) Pay court costs if the case is brought before a judge (Article 181(1) of the HIR (Herziene Inland Reglement)). A buyer who is proven to be in default will certainly lose the case. This provision applies to all obligations; (e) Fulfilment of the agreement if it is still possible, or cancellation of the agreement accompanied by payment of compensation (Article 1267 of the Civil Code). This applies to all obligations. Regarding the cancellation of an agreement, also known as the termination of an agreement, as a second sanction for negligence, or perhaps a person who cannot see the nature of the cancellation or termination as a punishment. Under certain conditions, an agreement may be cancelled, either by the parties or by court order. As a form of binding agreement, a land sale and purchase agreement contains the rights and obligations of the parties who made it, so that if the terms agreed upon in the sale and purchase agreement are violated or not fulfilled by the parties who made it, then it can be said that there has been a breach of contract. Before a sale and purchase can be carried out before an authorised official, namely the Land Deed Official (PPAT), the parties who will sell and purchase land rights must meet all the requirements stipulated for the sale and purchase of land. Requirements regarding the object of sale and purchase, for example, the land rights to be sold and purchased are legally owned by the seller, as evidenced by a land certificate or other valid proof of such rights, and the land being sold and purchased is not in dispute with other parties, and so on.

## CONCLUSION

In Indonesia Civil Code Clause 1338 Verse 3, good faith is only mentioned in relation to the making of treaties, but is not regulated further. Therefore, in SEMA Number 4 of 2016, buyers who have good faith are given a guarantee in the form of legal protection. Good faith itself consists of two types, namely subjective, which is interpreted as honesty, and objective, which is interpreted as a form of politeness and manners, whereby a person must also comply with social norms. A buyer acting in good faith is a buyer who carefully examines the physical condition and legal data of a transfer of land rights being purchased, both before and at the time of transfer. However, if the buyer is aware of a defect in the transfer of rights process, the buyer's good faith is considered lost. Legal protection for buyers is only for buyers acting in good faith. In the cancellation of an AJB, protection for buyers is in the form of a civil lawsuit against the deed and compensation.

The process of executing a land sale and purchase agreement through a private deed or with legal validity before a notary is necessary in the event of a dispute in the future. The sale and purchase agreement must meet the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. The agreement is binding on both parties and contains the identities of the parties, the agreed price and size as measured by the National Land Agency (BPN), the payment system, such as instalments or full payment, and the contents of the agreement in the event of an undesirable situation between the two parties, including penalties for late payment or interest and the return of the certificate. A breach of contract occurs when a party fails to do what it has agreed to do, does what it has promised but not as promised, does what it has promised but late, or does something that the agreement prohibits. The legal consequences of cancelling a sale and purchase agreement are also binding on both parties, who have the right and obligation to obtain legal protection. The seller has the right to receive the proceeds from the sale of the object that has been sold, and the buyer has the right to receive the object from the seller as agreed. Cancellation is not applicable if it is cancelled by one party, so that the cancellation is made on the basis of agreement. However, if one of the parties does not have good intentions, it can also be submitted to the court or cancelled automatically.

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