

The Validity of Purchasing Land Underhand in Land Sale and Purchase Disputes in Kutai Kartanegara District (A Study of Tenggarong District Court Decision Number 91/Pdt.G/2019)

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ABSTRACT

The purpose of this research is to analyze the legal considerations and consequences arising from the issuance of Tenggarong District Court Decision Number 91/Pdt.G/2019, which resolved a dispute over the sale and purchase of freehold land involving the Plaintiff (Warda), Defendant I (Octavianus P), Defendant II (Ahmad Rakhini), and the Co-Defendant (National Land Agency Office, Kutai Kartanegara Regency). The research was initiated due to the Plaintiff's lawsuit filed at the Tenggarong District Court, stemming from challenges in transferring or changing the ownership name of a plot of land purchased privately from Defendant II. These difficulties arose because the Defendants' current addresses were unknown, preventing the completion of administrative requirements for registration with the National Land Agency. Consequently, the Plaintiff sought a court ruling to validate the payment receipt as evidence of the land purchase. This study employs a normative juridical method with a descriptive approach, utilizing secondary data sources and qualitative analysis. The findings indicate that the court partially granted the Plaintiff's claims, legally authorizing the transfer of land ownership from the Defendant to the Plaintiff, based on a private sale agreement and supported by a payment receipt. The court issued the decision in *verstek* since the Defendants, including the Co-Defendant, did not attend the proceedings, provide information, or appoint legal representation.

ABSTRAK

Penelitian ini bertujuan untuk menganalisis pertimbangan hukum dan akibat hukum yang timbul dari dikeluarkannya Putusan Pengadilan Negeri Tenggarong Nomor 91/Pdt.G/2019 yang menyelesaikan sengketa jual beli tanah hak milik antara Penggugat (Warda), Tergugat I (Octavianus P), Tergugat II (Ahmad Rakhini), dan Turut Tergugat (Kantor Badan Pertanahan Nasional Kabupaten Kutai Kartanegara). Penelitian ini diawali dengan pengajuan gugatan oleh Penggugat di Pengadilan Negeri Tenggarong akibat kendala dalam proses pengalihan atau perubahan nama kepemilikan tanah yang telah dibeli secara langsung dari Tergugat II. Kendala tersebut disebabkan karena alamat para Tergugat tidak diketahui sehingga persyaratan administratif untuk pendaftaran tanah di Badan Pertanahan Nasional tidak dapat diselesaikan. Oleh karena itu, Penggugat mengajukan gugatan ke Pengadilan untuk mengesahkan bukti kuitansi pembayaran sebagai bukti sah pembelian tanah. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan deskriptif, serta memanfaatkan sumber data sekunder dan analisis kualitatif. Hasil penelitian menunjukkan bahwa pengadilan mengabulkan sebagian petitum Penggugat, memberikan kewenangan hukum kepada Penggugat untuk melaksanakan pengalihan hak atas tanah dari nama Tergugat menjadi atas nama Penggugat, meskipun dilakukan melalui perjanjian jual beli di bawah tangan dan hanya didukung oleh kuitansi pembayaran. Putusan pengadilan diberikan secara *verstek* karena para Tergugat, termasuk Turut Tergugat, tidak hadir, tidak memberikan informasi, dan tidak menunjuk kuasa hukum selama proses persidangan berlangsung.

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1. Introduction

Land holds significant importance in human life, as it is closely linked to the survival and well-being of communities (Lowenthal, 2019). Beyond providing a space for habitation, land serves as a foundation for livelihoods and economic activities. Land rights refer to the authority to control and utilize a plot of land, which may be granted to individuals, groups, or legal entities. Various forms of land rights exist, including ownership rights, building use rights, business use rights, and usufructuary rights. The primary function of land is to provide shelter and facilitate the attainment of a decent standard of living, as enshrined in Article 27(2) of the 1945 Constitution of the Republic of Indonesia (Darmawan, 2022).

The transfer of land rights is a legal process undertaken to establish secure ownership. Such transfers must be promptly registered with the Land Office to ensure their validity. Each application for a transfer of land rights must be substantiated by a deed issued by an authorized Land Deed Official (PPAT). Under customary law, the sale and purchase of land are recognized when conducted between the seller and buyer in the presence of the relevant Village Head and two witnesses (Abba *et al.*, 2021).

A sale and purchase agreement delineates the terms agreed upon by the parties for the transfer of land rights (Ramadhani, 2021). When the transaction fulfills all required legal conditions, the process is formalized by signing a sale and purchase deed before a PPAT, who also oversees the transfer of ownership from the seller to the buyer. In accordance with Government Regulation No. 24 of 1997 concerning Land Registration, the sale and purchase of land rights must comply with all applicable laws and regulations.

Fundamentally, land sale and purchase agreements must be clear and comprehensible to both parties. However, agreements often include clauses that are poorly understood, leading to differing interpretations. Article 1338(3) of the Civil Code mandates that agreements be executed in good faith (Sitorus & Erliyana, 2020). Good faith is an objective standard used to evaluate the performance of agreements, taking into account principles of propriety and morality (Marpi *et al.*, 2021). In cases of disputes over good faith, the judiciary is empowered to assess whether the agreement's execution aligns with these norms or violates them.

Land sale and purchase disputes frequently arise in communities due to non-compliance with legal formalities, particularly when transactions are conducted informally, relying solely on payment receipts. Such practices often result in future legal complications. Against this background, this research investigates the occurrence of informal land sale and purchase transactions that led to disputes requiring judicial intervention. The study focuses on a case adjudicated by the Tenggara District Court in North Kalimantan, as reflected in Decision No. 91/Pdt.G/2019.

2. Methodology

This study adopts a normative juridical method, utilizing secondary data derived from primary and secondary legal materials (Budianto, 2020). Primary legal materials include statutory regulations, such as Law No. 5 of 1960 on Basic Agrarian Principles, Government Regulation No. 24 of 1997 on Land Registration, and the Tenggara District Court Decision No. 91/Pdt.G/2019. Secondary legal materials consist of books, journals, and other documentary resources relevant to the research topic. The study employs a descriptive-analytic approach to identify, describe, and explain the legal issues surrounding the Tenggara District Court Decision No. 91/Pdt.G/2019. The descriptive aspect seeks to provide a comprehensive understanding of the legal problem, while the analytic component offers an in-depth evaluation of the implications and consequences of the court's ruling. Qualitative analysis is applied to interpret and

systematically address the core issues under examination in this research.

3. Results and Discussion

3.1 Results

3.1.1 Sale, Purchase, Transfer, and Land Title Registration

Buying and selling land rights is often referred to as buying and selling land. The use of such terms is only for practical purposes, because what is actually being bought and sold is the right to the land and not the land itself (Cai *et al.*, 2020). The definition of buying and selling land according to Law No. 5 of 1960 concerning Agrarian Principles (UUPA) is based on the concept and understanding of buying and selling according to custom. In customary law there are three types of land buying and selling, namely: free sale, pawn sale and annual sale (Setya *et al.*, 2023). Referring to the definition of buying and selling according to customary law, the UUPA states that buying and selling land is a legal act in the form of handing over land rights in perpetuity by the right holder as seller to another party as buyer and jointly by both parties, namely the buyer handing over an amount of money that has been agreed upon as a price to the seller. This understanding is in accordance with customary law provisions regarding cash sales and purchases (Kartika, 2021). Buying and selling land according to customary law according to Efendi Wargan has the following characteristics: cash or cash, meaning that the price of the land must be paid in whole or in part (Widodo *et al.*, 2024). Clear means that the sale and purchase of land must be carried out in the presence of the Village Head who not only acts as a witness but also in his position as the party who guarantees that the sale and purchase of land does not violate applicable law. A sale and purchase that results in the termination of ownership rights to land from the seller to the buyer in accordance with the provisions of agrarian law or land law. Property rights are the strongest and most fulfilled hereditary rights that a person can have over land with due regard to social functions (Heri, 2020). This ownership right is only owned by Indonesian citizens who can transfer or transfer it to other parties. The terms strongest and "fulfilled" do not mean that property rights are absolute, inviolable and unlimited rights as in the definition of eigendom rights in western civil law. However, the term strongest and fulfilled is intended to differentiate it from other rights, namely to show that among the known land rights, property rights are the strongest and fulfilled (Pratomo *et al.*, 2020).

Ownership of land rights adheres to several principles, namely: the principle of security, meaning that it can only be owned by individuals (Article 21 paragraph (1) basic agrarian law); on citizenship and equality, meaning that Indonesian citizens can have it (article 21 paragraph (4) basic agrarian law); the principle of exception, meaning that a body or institution may hold property rights as regulated by Government Regulation (PP), namely Government Regulation no. 24 of 1997 concerning Land Registration. These bodies include: Government banks, cooperative associations, social bodies appointed by National Land Agency (BPN) after approval from the Minister of Social Affairs, religious bodies appointed by National Land Agency (BPN) with approval from the Minister of Religion. Holders of land ownership rights have the right to use these rights for agricultural land or to build buildings or residences. Apart from that, the owner can also use his property rights as collateral for repayment of debts by burdening them (Article 25 UUPA), as well as assign or transfer these rights to anyone as long as the recipient meets the requirements as a holder of property rights (Article 20 paragraph (1) UUPA). There are no restrictions regarding the type of period of time this property right lasts because it is declared a hereditary right (Wulansari *et al.*, 2019).

There are many types of transfer of land rights, including: inheritance, sale and purchase, gift, waqf, exchange and gift. Every transfer of rights must begin with a deed

made by the Land Deed Official. For all processes at a certain stage a certificate of inheritance is required. This letter is a letter that explains the structure of the family consisting of a husband and wife and their heirs. Transfer of land rights can be done through a land deed, this deed is differentiated between Authentic Deed and Non-Authentic Deed. An Authentic Deed is a deed made by an authorized official such as PPAT and Notary. Meanwhile, a non-authentic deed is a deed made by the parties which is witnessed by an official who is not authorized, such as a sale and purchase agreement which is witnessed by neighborhood head witnesses, such as the Head of the Neighborhood Association/Chairman of the Community Association/Lurah/Village Head. Of the two deeds, of course the legally stronger one is the Authentic Deed jointly made by an authorized official, while the Non-Authentic Deed is only a complement to evidence. There are 2 ways to obtain land rights by a person or legal entity, namely: a. Land rights are obtained originally, namely land rights obtained by a person or legal entity for the first time. These types of land rights include: – Ownership rights, business use rights, building use rights, use rights, which are obtained from state land; – Ownership rights, business use rights, building use rights, use rights, obtained from management land; – Ownership rights obtained from changes in building use rights; – Building use rights obtained from changes in ownership rights; – Property rights that occur according to customary law; – Ownership rights that exist over land originating from former customary land.

Land rights are obtained derivatively, namely land rights obtained by a person or legal entity as a derivative of land rights previously owned or controlled by another party (Karjoko *et al.*, 2019). Such types of land rights include: – A person or legal entity purchases land from another party; – A person or legal entity receives a land grant from another party; – A person or legal entity exchanges land with another party; – A person inherits land from their parents; – A person or legal entity obtains rights to land through auction. There are 2 types of transfer of ownership rights to land, namely through (Fatoni *et al.*, 2023):

- 1) Transfer of land rights through the legal act of Transfer of Rights. In this sense, the rights to the land in question are deliberately transferred to another party. Legal efforts to do this can be through: buying and selling, exchange, grants, purchases according to customary law, withdrawals from gift companies and wills. This legal action must be carried out before the Land Deed Official (PPAT) in the area where the land in question is located.
- 2) Transfer of Land Rights through Inheritance Transfer of land rights through inheritance can occur in 2 ways, namely based on a person's position as an heir according to law and acquisition of land rights through a will or testament.

Land registration is a series of activities carried out by the government continuously, sustainably and regularly, including: collection, processing, bookkeeping, presentation and maintenance. Physical data and juridical data in the form of maps and lists regarding plots of land and apartment units, including the provision of certificates as proof of rights for plots of land that *already* have rights and ownership rights to apartment units and certain rights which burdens him. The purpose of land registration is as regulated in Law Number 5 of 1960 concerning Basic Agrarian Provisions and Government Regulation No. 24 of 1997 concerning Land Registration is to provide legal certainty to land rights holders, this legal capacity and protection is proven by the existence of evidence resulting from the registration process in the form of land books and land certification consisting of copies of land deeds and measurement letters (Jushendri, 2020). A land title certificate is strong evidence as stipulated in Article 19 paragraph (1) letter c, Article 23 paragraph (2), Article 32 paragraph (2) and Article 38 paragraph 2) of the Basic Agrarian Law. Land title certificates are strong evidence but are not absolute evidence. This means that if there are errors in the certificate, it is still

possible to correct them through cancellation. Government Regulation no. 24 of 1997 concerning Land Registration as the legal basis for land registration which is a replacement for Government Regulation No. 10 of 1961 concerning Land Registration does not change the basic principles that have been developed by Article 19 of the Basic Agrarian Law, Government Regulation No. 10 of 1961 concerning Registration Land. With the issuance of Government Regulation no. 24 of 1997 concerning Land Registration, a uniform legal basis and land registration system applies throughout Indonesia which includes rights or land according to Western Law and Customary Law. Thus, evidence of ownership of land rights according to both Western Law and Customary Law must be converted into evidence as regulated by the Basic Agrarian Law and Government Regulation No. 24 of 1997 concerning Land Registration (Jushendri, 2020). This relates to proving land rights originating from Customary Law by referring to Article 24 paragraph (1) of Government Regulation no. 24 of 1997 concerning Land Registration which states procedures for proving "old" land rights for the purposes of registration in question, the degree of truth of which by the Judification Committee or by the Land Office can be considered sufficient to register the existence of rights to the land in question, the rights holder and the rights of other parties that burden him. Land registration must be based on established registration principles. These principles are simple, safe, affordable, up-to-date and open. The description of the principles of land registration as specified in Government Regulation no. 24 of 1997 concerning Land Registration is as follows (Jushendri, 2020):

- 1) Simple principles, in land registration it is intended that the basic provisions and procedures can be easily understood by all interested parties, especially land rights holders;
- 2) The Safe Principle, intended to show that land registration needs to be carried out carefully and carefully so that the results can provide legal guarantees according to the purpose of land registration itself;
- 3) The principle of affordable, means affordability for parties who need it, especially taking into account the needs and capabilities of economically weak groups, services provided in the context of carrying out land registration must be affordable for parties who need it;
- 4) The principle of up-to-date means adequate completeness in its implementation and continuity in data maintenance. Processes and procedures must use systems that are in accordance with developments in science and technology.
- 5) The open principle means that the public can obtain information regarding correct land registration data at any time. This can be a constructive control tool that comes from external controllers in the implementation of land registration.

The purpose of land registration in accordance with the provisions of Article 3 of Government Regulation No. 24 of 1997 concerning Land Registration is as follows: To provide legal certainty to holders of land rights, apartment units and other registered matters so that they can easily prove themselves as the holder of the relevant rights; To provide information to interested parties, in this case including the government, so that they can easily obtain the data needed to make laws regarding registered plots of land and apartment units; To maintain orderly land administration.

3.1.2 Parties and Case Sitting in Tenggara District Court Decision No.91/Pdt.G/2019.

This round is the resolution of a case between Warka, location and date of birth: Barru, May 6 1974, Gender: Female, Religion: Islam, Job: Private employee, Address Jl. Soekarno Hatta RT.03 RW.08, Karya Merdeka Village, Semboja District, Kutai Kartanegara Regency, who has given power of attorney to Ismail, SH and Partners. Having an address at Jalan Sampingan, South Balikpapan District, Balikpapan

Regency, based on a Special Power of Attorney dated December 22 2014, as the Plaintiff. The Defendants and Co-Defendants, namely:

- 1) Oktavianus P, previously having his address at Jalan Seokarno Hata RT.02 RW.06, Sungai Merdeka Village, Semboja District, Kutai Kartanegara Regency, now his whereabouts are unknown both within the territory of the Republic of Indonesia and outside the territory of the Republic of Indonesia, hereinafter referred to as Defendant I;
- 2) Ahmad Rakbini, previously having his address at Jalan Tanjungpura I No.11 RT.00, Telagasari Village, Balikpapan City District, Balikpapan City, East Kalimantan, now his whereabouts are unknown both within the territory of the Republic of Indonesia and outside the territory of the Republic of Indonesia, hereinafter referred to as Defendant II;
- 3) The Kutai Kartanegara Regency Land Office (ATR/BPN) located at Jalan Ahmad Yani Number 22, Melayu Village, Tenggarong District, Kutai Kartanegara Regency, East Kalimantan, is hereinafter referred to as a Co-Defendant.

The case in this matter began when the Plaintiff purchased the land subject to dispute from Defendant II on November 25 2011 according to the land sale and purchase receipt on the same date for Rp. 75,000,000,- (seventy five million rupiah). Due to the sale and purchase of the land subject to the dispute, the Plaintiff holds ownership certificate No. 916 in the name of Oktavianus. P (Defendant I) and controls the disputed land without any parties obstructing the Plaintiff's control of the disputed land. Previously, the land subject to dispute was obtained by Defendant II (Ahmad Rakbini) from a sale and purchase with Oktavianus.P (Defendant I) on May 28 2001 for Rp. 4,000,000 (four million rupiah) according to proof of sale and purchase receipt for SHM Mo's land. 916. On 20 June 2001 the sale and purchase of land from Defendant I to Defendant II was presented in Deed of Sale and Purchase No. 17/Kec.Sje/VI/201 which was made in the presence of Dr. Hendrainsyah Amir as the Semboja District Land Deed Maker (PPAT) official.

The defendant wants to change the name or change the name of the title certificate No. 916 which is in the name of Oktavianus. P (Defendant I) is in the name of Warda (Plaintiff), but Defendant I's whereabouts are not known even though the Plaintiff has searched for information on the whereabouts of Defendant I, even though in the process of changing the name or changing the name of the certificate, the original name on the certificate is required, namely the name of Plaintiff I, to fulfill the requirements. administration and/or procedures implemented by the Co-Defendant (Land Office). As a result, the Plaintiff cannot change the rights to the land object of dispute in full and cannot transfer other rights to the land object of dispute. The Plaintiff then looked for the whereabouts of Defendant II (Ahmad Rakbini) to hold him responsible for selling the land to the Plaintiff, but the whereabouts of Defendant II were no longer known. Facing such a situation, the Plaintiff tried to file a lawsuit with the Tenggarong District Court to validate the sale and purchase receipt dated November 25 2011 so that it has permanent legal force and can be used as a legal instrument for processing the transfer of rights or changing the name of the certificate at the Land Office (Co-Defendant) who originally in the name of Octavian. P (Defendant I) is on behalf of the Citizen (Plaintiff).

On the day of the hearing determined by the Tenggarong District Court, the Plaintiff came to appear in court, but Defendant I, Defendant II and Co-Defendant did not come to appear and also did not ask anyone else to appear to represent them, even though the three of them had been summoned individually based on their respective summons. legitimate and proper, while the absence is also without a valid reason. Considering this, the Tenggarong District Court continued the examination of the case by inviting the Plaintiff to read his letter of claim.

3.1.3 Judges' Considerations and Legal Consequences in Deciding Disputes on the Sale and Purchase of Freehold Land and Tenggara District Court Decision No.91/Pdt.G/2019.

In resolving this case, the Panel of Judges decided that the Plaintiff was partially granted a *verstek* decision, this was because Defendant I, Defendant II and Co-Defendant who had been legally and properly summoned did not appear to comply with the court summons. In disclosing the facts of the previous trial, the Plaintiff confirmed the arguments stated in the lawsuit, and also presented 2 witnesses who gave statements under oath. In the land sale and purchase agreement, there is evidence of a land sale and purchase receipt dated 25 November 2011 which states that Defendant II had sold a plot of land to the Plaintiff, as well as the Ownership Rights Certificate No. 916 in the name of Oktavianus. P (Defendant I) is valid and has legal force and is in the hands of the Plaintiff. In this way, buying and selling is done in cash, clear and real. As required by law, the land is still continuously controlled by the Plaintiff without any other parties objecting. Even though the sale and purchase agreement was not made before the Land Deed Official.

Based on Supreme Court Jurisprudence No. 123 K/SIP/1976 dated 4 April 1976, the panel of judges was of the opinion that as long as materially the sale and purchase of land and buildings on it had been carried out by the Plaintiff and Defendant II, it had been carried out in cash, clearly, in fact and the land was clearly controlled by the Plaintiff and there is no objection from any party, then the sale and purchase of land between the Plaintiff and Defendant II is legally valid. The panel of judges also carried out a local inspection of the land which was the object of the dispute on April 17 2020. The panel of judges also stated that the Plaintiff had the right to transfer the rights (rename) of the ownership certificate No.916 which was originally in the name of Oktavianus.P (Defendant I) to on behalf of Warda (Plaintiff). With this decision, the panel of judges ordered the co-defendant, in this case the Kutai Kartanegara Regency BPN office, to record the transfer of title to the Mo.916 title certificate which was originally in the name of Oktavianus. P (Defendant I) is in the name of Warda (Plaintiff). Overall, the panel of judges decided, granted some of the Plaintiff's demands and sentenced the Defendants to pay the case costs jointly and severally, the amount of which was determined in the decision.

The main element in a sale and purchase agreement is an agreement regarding goods and prices between the seller and buyer by issuing a bond between the 2 parties who make it. So the sale and purchase of land carried out privately is an agreement that is permitted according to customary law, an act of cash payment, meaning that the agreed price is paid in full at the time the sale and purchase is carried out. Thus, the legal consequences arising from the sale and purchase of land under the hands of but with the strengthening of the court's decision are valid and strong, so that name transfer can be carried out through land registration in the name of the Buyer, in this case the Plaintiff, namely Warda. Land registration is carried out by the Kutai Kartanegara Regency State Land Agency Office which was ordered to do so based on Tenggara District Court Decision No.91/Pdt.G/2019.

3.2 Discussion

This research has highlighted some important issues about customary and statutory law complementary role in land transactions, as well as the judiciary interventions within arising disputes emanate out of such informal arrangements. This illustrates the difficulties involved with informal land transactions, or those being executed outside official registrations by recognised persons based on private agreements. Despite everything, customary law recognizes agreements based on consensus, payment and unrestricted usage of land even if Government Regulation No. 24 of 1997 states that it must be registered formally with genuine deeds for the sake of legal certainty. The

decision of the Tenggara District Court shows that the judiciary moves somewhat loosening by granting such transactions as long as they fulfill normative requirements, such as cash payment, clarity and real control. This has a great deal to do with upholding jurisprudence of the Supreme Court No. 123 K/SIP/1976, which regards final outcomes of affairs rather than procedural justice, blending traditional folk practices to formal legal instruments.

As this case shows, the intervention of the judiciary is vital in creating legal certainty and serves to fill gaps when an administrative process has been blocked by other means, for example via a missing party. Not only protecting the rights of Plaintiff, thereby ordering that sale and purchase receipt to be proven in court, but also reflecting that justice can be done quickly by issuing a *verstek* decision. This order, awarded to the Defendants while they were absent from their seat of power, illustrates that the judiciary can incite disputes and it does so while serving calculated substantive justice.

In addition, this case also shows how in Indonesia inherently customary and formal land tenure systems are both coexist and often in conflict. While customary law views private agreements as binding, formal systems require adherence to procedure in order to obtain protection. The above duality in land administration creates a gap, especially when informal agreements lack appropriate documentation leading to disputes. These challenges can only be resolved through improved integration of customary practices into the formal system, by easing registration processes and improving public awareness on legal requirements over land transactions.

This decision has far-reaching consequences beyond the mere case as it benefits land administration and policy. Judicial validation of private agreements is a bridge between more formal and informal systems by giving validation to such agreements. But it also underscores the importance of taking steps to avoid future disputes, including improving legal education, simplifying administrative procedures and building up local land offices for swift dispute settlements. Apart from this, the case also reinforces good faith and fair dealing in contract enforcement to ensure equitable results when parties are missing, even in complex disputes.

More essentially, the judgement shows how much flexibility exists within the Indonesian legal system in reconciling traditional ways at the local level within statutory laws. Focus on substantive justice, generating trust in legal institutions and leading informal practices to formal systems by sidelining similar actions through procedural flaws of apparent due process. This not only builds the confidence of locals in the rule of law — an essential element for sustainable development, particularly investment-chasing urbanization — it sets the standard for how such matters will be resolved going forward, while also highlighting legal and administrative changes needed to make land transactions fairer and more certain.

4. Conclusion

The dispute over the sale and purchase of land in this case occurred between the Plaintiff (Warda) and Defendant II (Ahmad Rakbini), who engaged in a private land transaction as evidenced by a receipt dated November 25, 2011. Regarding this transaction, the Plaintiff holds Certificate of Ownership No. 916, which remains in the name of Oktavianus P. (Defendant I). Defendant II had originally acquired the land from Defendant I on June 20, 2001, through a Deed of Sale and Purchase executed before an authorized Land Deed Official in the Semboja District. Although the land had not yet been registered at the National Land Agency Office, it was subsequently sold by Defendant II to the Plaintiff. However, the Plaintiff was unable to change the ownership name on the certificate, as the whereabouts or domicile of both Defendant I and Defendant II were unknown, which was necessary to meet administrative requirements at the National Land Agency Office. Consequently, the Plaintiff filed a lawsuit with the

Tenggarong District Court to validate the sale and purchase receipt dated November 25, 2011, as legally binding evidence for the right to transfer ownership at the National Land Agency Office, which was also named as a co-defendant in the lawsuit.

The panel of judges reviewed the case in light of the Plaintiff's objective: to establish the legal validity of the sale and purchase conducted between the Plaintiff and Defendant II. The court granted the lawsuit through a *verstek* decision, as Defendant I, Defendant II, and the co-defendant failed to appear at the trial without providing information or appointing legal representation. The judges adjudicated the civil case based on the provisions of Law No. 5 of 1960 concerning Basic Agrarian Principles, alongside Supreme Court jurisprudence and regulations governing land registration.

The legal consequences of the Tenggarong District Court Decision No. 91/Pdt.G/2019 affirm that the dispute was resolved through lawful means. The court partially granted the Plaintiff's claims and ordered the co-defendant (National Land Agency) to register the transfer of land ownership from Oktavianus P. (Defendant I) to Warda (Plaintiff). Additionally, the court mandated that Defendant I and Defendant II bear all case costs, as stipulated in the *verstek* ruling.

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