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Legal Analysis, Default in Land Sale and Purchase (Case Study of Decision Number 119/Pdt.G/2024/PN Palangkaraya and Its Implications for Consumer Protection)

Frima Klin¹, Andika Wijaya², Ivans Januarydy³.

¹Prodi Ilmu Hukum, Fakultas Hukum, Universitas Palangkaraya, Indonesia, frimaklin94@gmail.com.

²Prodi Ilmu Hukum, Fakultas Hukum, Universitas Palangkaraya, Indonesia, Andika.wijaya@law.upr.ac.id.

³Prodi Ilmu Hukum, Fakultas Hukum, Universitas Palangkaraya, Indonesia, Ivans.januarydy@law.upr.ac.id.

Corresponding Author: frimaklin94@gmail.com¹

Abstract: This study aims to analyze the application of civil law related to default in land sale and purchase through a case study of Decision No. 119/Pdt.G/2024/PN Palangkaraya. This study uses a normative legal method with a case study approach, where the primary data used are court decisions and secondary data in the form of laws and regulations and related legal literature. The main findings of this study indicate that the defendant has committed default by not fulfilling his obligations in changing the name of the Land Ownership Certificate, which resulted in losses for the plaintiff. The court decided to grant the plaintiff the right to take care of the name change independently, thus providing effective legal protection for consumers. The contribution of this study lies in an in-depth analysis of the implications of the decision on consumer protection in land sale and purchase transactions. This study enriches the discourse on consumer protection by highlighting the importance of strong law enforcement and simpler administrative procedures to prevent similar disputes in the future. In addition, this study provides a new perspective on the court's role in strengthening consumer legal protection in land disputes.

Keyword: Default, Land Sale, And Purchase, Consumer Protection, Decision No. 119/Pdt.G/2024/PN Palangkaraya, Civil Law.

INTRODUCTION

Buying and selling land is a significant transaction in Indonesian society, considering that Indonesia is a country rich in natural resources and has a growing population. This transaction not only fulfills the need for a place to live, but also as a promising long-term investment vehicle. In this context, land functions as an asset that has high economic value, and has a deep social and cultural dimension. Therefore, buying and selling land has become an integral part of people's lives (Purwaningdyah & Wahyudi, 2014).

The process of buying and selling land in Indonesia, although regulated by various regulations, often faces complex problems. One of the main issues that arise is default, which is the failure of one party to fulfill its agreed obligations. For example, delays in payment or failure to submit official documents can lead to protracted disputes. The case of Palangkaraya District Court Decision No. 119/Pdt.G/2024/PN Plk is a clear illustration of this problem, where the Defendant did not fulfill its obligation to transfer the name of the Certificate of Ownership (SHM) despite payment by the Plaintiff (PN, 2024).

Such disputes create legal uncertainty for buyers, potentially costing them financially and threatening consumer rights. In many cases, consumers caught in this situation feel that they do not have adequate legal protection. Therefore, the issue of consumer protection becomes very relevant, especially in the context of land purchase and sale. Consumers are often in a weaker position, so effective legal protection is essential to ensure their rights are safeguarded. (Hadjon, 1987).

Consumer protection is regulated in Law No. 8/1999 on Consumer Protection (UUPK), which emphasizes the rights of consumers to comfort, safety, and fair treatment. In the context of land sale and purchase, consumers who feel aggrieved can file a default lawsuit to claim their rights. The application of Article 1338 of the Civil Code also underscores the importance of a valid and binding agreement between the parties. Non-compliance with this agreement can lead to serious legal consequences. (Nomor, P. P. 24).

Furthermore, regulations related to land registration, such as those stipulated in Government Regulation No. 24/1997, emphasize the importance of administrative processes in land transactions. The obligation to register changes in land ownership involves cooperation between the seller and the buyer. Non-compliance with this obligation can lead to invalid land ownership, as experienced by the Plaintiff in the case discussed (Sinaga & Sulisrudatin, 2018). The urgency of researching Decision No. 119/Pdt.G/2024/PN Palangkaraya lies in its legal implications, especially in consumer protection. This case shows how important the role of the court is in protecting consumer rights when default occurs. This research aims to explore the impact of default in land sale and purchase on consumer protection, as well as how the court can provide legal protection for consumers who suffer losses (Soraya et al., 2023).

Although there have been many studies that discuss default in land sale and purchase transactions, few have specifically explored its impact on consumer protection in the context of Indonesian law. With an approach that combines agreement theory, consumer protection legislation, and land regulations, it is hoped that the results of this study can make a significant contribution to consumer protection policy in Indonesia, especially in the context of land sales and purchases that are prone to disputes (NAINGGOLAN, 2022).

The sale and purchase of land often involves a legally binding agreement between the seller and the buyer. One of the problems that often arise in this transaction is default, which is the failure of one of the parties to fulfill its obligations according to the agreement. Therefore, it is important to understand how civil law regulates default in land sale and purchase. This regulation focuses on how a valid agreement must be executed by the parties and what the consequences are if one party breaches it. In addition, this research will examine the application of civil law in Decision No. 119/Pdt.G/2024/PN Palangkaraya, where the Defendant did not fulfill its obligation to assist with the transfer of the land certificate, despite a sale and purchase agreement. This research will also explore the implications of the decision for consumer protection in land sale and purchase transactions. This decision can be an important reference to see how the law provides protection for consumers who are harmed in property transactions (Paramita & Yunanto, 2016).

This research has several main objectives. First, to analyze the civil law regulation on default in land sale and purchase, with the aim of providing a deeper understanding of the terms and legal consequences of default. Second, this research seeks to examine the application of civil

law on default in Decision No. 119/Pdt.G/2024/PN Palangkaraya, to determine how the court decided the default case based on the evidence presented and the applicable legal regulations. Finally, this research aims to identify the implications of the verdict on consumer protection in land purchase and sale. Thus, this research is expected to contribute to the improvement of legal protection for consumers, especially in the context of land transactions that are often fraught with risks and potential disputes.

METHOD

This research uses a normative legal approach with a case study design, which focuses on analyzing a case of default in the sale and purchase of land, as revealed in Decision No. 119/Pdt.G/2024/PN Palangkaraya. The normative approach was chosen to explore the application of civil law related to default and its implications for consumer protection. This case was chosen because it provides a concrete illustration of the problems of default in the sale and purchase of land that often occur, as well as being relevant to the issue of consumer protection.

Data processing is done through document studies. This document study includes the collection and analysis of court decisions as primary data, as well as laws and regulations, legal literature, scientific journals, and articles as secondary data. Data selection was conducted by considering the relevance of the sources to the topic of default and consumer protection. Decision No. 119/Pdt.G/2024/PN Palangkaraya was chosen because this case reflects the issue of default in the context of civil law that has the potential to harm consumers in the sale and purchase of land.

The method of analysis used is content analysis, which is applied by identifying themes and patterns from court decisions, legal regulations, and relevant literature. Each legal element in the judgment was analyzed to understand the application of civil law in the case. The data was categorized based on key issues such as breach of agreement, consumer rights, and legal measures taken by the court.

The analysis was conducted qualitatively with a legal interpretation approach, where legal provisions were interpreted in the context of the case being analyzed. The legal argumentation process is carried out by linking evidence and analysis obtained from document review, resulting in a structured argument. Conclusions are drawn through deductive and inductive approaches, by examining the application of the law in default cases and drawing generalizations about its implications for consumer protection.

RESULTS AND DISCUSSION

Format In the results section of this research, important findings obtained from the analysis of Decision No. 119/Pdt.G/2024/PN Palangkaraya regarding default in land sale and purchase will be presented. This research aims to analyze the application of civil law relating to default and its implications for consumer protection in land sale and purchase transactions. The findings of this research are presented objectively based on the review of relevant legal documents, as well as laws and regulations governing default.

Civil Law Regulation on Default in Land Sale and Purchase, Default in land sale and purchase is clearly regulated in the Civil Code (KUHPperdata) and various other legal regulations. Default itself refers to a situation where one of the parties to an agreement does not fulfill its agreed obligations. Based on Article 1238 of the Civil Code, a person is considered to be in default if he does not perform what he promised, violates the agreement, or is late in carrying out his obligations. In the context of land sale and purchase, default can be in the form of a seller who does not submit official land ownership documents such as certificates, or a buyer who fails to pay according to the agreement.

In the case of Decision No. 119/Pdt.G/2024/PN Palangkaraya, the defendant Gatner Eka Tarung was deemed to have defaulted because he did not carry out his obligation to assist in the process of transferring the name of Title Certificate No. 2080 for land that had been purchased by the plaintiff, Irene Ad (Mrs. SM Batu Bara). Although the sale and purchase process had been agreed upon and payment had been made by the plaintiff, the defendant did not fulfill his part of the agreement, which was to assist with the title transfer process. According to Article 1338 of the Civil Code, legally made agreements are legally binding on the parties that make them, and breach of such agreements provides a legal basis for the injured party to sue for default.

According to (Sinaga & Sulisrudatin, 2018) default arises due to the fault (negligence or willfulness) of the debtor. In this case, the defendant was negligent in assisting with the title transfer process, thus fulfilling the element of fault. (Abidin & Kahpi, 2021) adds that default can be in the form of not performing the default, performing the default but not on time, or performing the default not in accordance with the agreement. This case falls into the category of not performing.

Forms of Default in Land Sale and Purchase

Based on the results of the analysis, there are several forms of default that often occur in the sale and purchase of land, including :

1. The seller did not deliver the land certificate in a timely manner: As happened in this case, the defendant did not deliver the land certificate at the agreed time, so the plaintiff could not transfer ownership. This caused legal uncertainty for the plaintiff, because although the plaintiff had materially taken possession of the land, legally his ownership had not been recognized.
2. The seller failed to assist with the title transfer process: One of the seller's obligations in the sale and purchase of land is to assist the buyer in the administrative process, including the transfer of title. In this case, the defendant was clearly negligent in carrying out this duty, which caused the plaintiff harm.
3. The buyer does not pay according to the agreement: In other situations, default may occur when the buyer fails to fulfill his obligation to pay the agreed price in the sale and purchase agreement. Although this did not happen in the case studied, this form of default is often a source of dispute in land transactions.

Another form of default that may arise is the non-fulfillment of additional obligations stipulated in the land sale and purchase agreement, such as the processing of building permits or the obligation to pay taxes related to the land.

These forms of default can be enriched with the "four corners rule" theory, which emphasizes the importance of the content of the agreement as the basis for determining the rights and obligations of the parties. If the sale and purchase agreement clearly stipulates the obligation to deliver the certificate and transfer the name, then the seller's failure to fulfill these obligations is a default (Kholid, 2024).

In addition, (Hidayat, 2022) explains that default can occur due to factors such as force majeure, third party fault, or change of circumstances (*clausula rebus sic stantibus*). It is important to analyze whether in this case there are any of these factors that could exempt the defendant from liability.

Legal Consequences and Remedies for the Aggrieved Party

Default in the sale and purchase of land brings a number of legal consequences for the party that violates the agreement, which is regulated in Article 1243 of the Civil Code. If one party does not fulfill its obligations, then the injured party has the right to claim compensation for the losses it has suffered due to the default. This compensation may include:

1. Actual damages, which are losses that are actually experienced by the injured party, such as financial losses due to not being able to take possession of the purchased land.
2. Potential damages (consequential damages), which are losses that may occur in the future due to non-fulfillment of the agreement.

In Decision No. 119/Pdt.G/2024/PN Palangkaraya, the court found that the defendant had defaulted and therefore decided to grant the plaintiff's claim. The plaintiff was given the right to manage the process of transferring the name of the land certificate by himself without having to wait for the defendant's involvement. This is an important step in consumer protection, because the plaintiff as a buyer was given legal certainty over the land he had purchased, even though the defendant did not fulfill its obligations.

Article 1365 of the Civil Code is also relevant in this case, which states that "Every unlawful act which causes damage to another obliges the person through whose fault the damage is caused to compensate." In this context, the defendant was obliged to pay court costs and help improve the plaintiff's legal situation through a court decision.

In addition, the court in this case referred to Government Regulation No. 24 of 1997 on Land Registration, which stipulates that any change in the data of a land rights holder must be registered immediately with the Land Office. The defendant's non-compliance with this obligation created legal uncertainty to the detriment of the plaintiff.

From this decision, it can be seen that the court provides strong protection for consumer rights, especially in the sale and purchase of land. The plaintiff who suffered losses due to default was given a clear legal right to process the land certificate, and the defendant was required to pay court costs. The legal implications of this decision provide a strong signal that a violation of the agreement in the sale and purchase of land can lead to significant legal liability for the party who made the default.

Overall, the results of this study show that the Civil Code and other relevant regulations provide sufficient protection for parties harmed by default in land sale and purchase. The court decision in this case reflects how Indonesian law protects consumers in land transactions and provides legal clarity for aggrieved parties.

Table 1. Details of Legal Consequences and Legal Remedies in Land Sale and Purchase Defaults

Types of Default	Legal Effects	Legal Remedies
The seller did not submit the land certificate	Illegitimate ownership in the eyes of the law	Suit for default and damages
Seller does not assist with certificate transfer	No legal recognition of ownership	The court may order the transfer of the name
Buyer does not pay as agreed	Cancellation of the agreement or claim for compensation	Lawsuit against buyer and cancellation of sale

Article 1365 of the Civil Code on tort is also relevant. The defendant's negligence caused harm to the plaintiff. (Kamagi, 2018) states that unlawful acts include acts that are contrary to the legal obligations of the perpetrator. In this case, the defendant violated his legal obligations under the sale and purchase agreement.

This decision is in line with Government Regulation No. 24/1997 on Land Registration, particularly Article 36 on the obligation to register data changes. The defendant's non-compliance reinforces the default.

(Ahsanicka et al., 2024) explains the importance of legal certainty in the sale and purchase of land. This decision provides legal certainty for buyers and emphasizes the legal consequences for sellers who default.

Analysis of the Application of Civil Law related to Default in Decision No. 119/Pdt.G/2024/PN Palangkaraya Identifying Legal Facts and Legal Issues

The legal facts in Decision No. 119/Pdt.G/2024/PN Palangkaraya clearly show that there was a land sale and purchase agreement between the plaintiff (Irene Ad) and the defendant (Gatner Eka Tarung). Based on the agreement, the plaintiff had fulfilled her obligations by paying the land price of Rp 2,500,000, and the defendant was obliged to hand over the land certificate and assist with the title transfer process. However, the defendant failed to fulfill these obligations, resulting in a default. The main legal issue in this case was whether the defendant had committed a default, and if so, how the court should provide legal protection to the plaintiff.

Analyzing Judges' Legal Considerations in Deciding Cases

The judge in Decision No. 119/Pdt.G/2024/PN Palangkaraya considered a number of important aspects based on the Civil Code and Government Regulation No. 24 of 1997 on Land Registration. First, the judge referred to Article 1338 of the Civil Code, which states that agreements made legally are binding as law for those who make them. This means that the land sale and purchase agreement agreed between the plaintiff and the defendant has binding legal force. Because the defendant did not fulfill its obligation to assist in transferring the name of the land certificate, the judge declared the defendant in default.

The judge also considered Article 1243 of the Civil Code, which states that if one party does not carry out an agreement within a predetermined time, then he can be required to pay compensation. In this case, the defendant not only failed to fulfill its obligations but also caused harm to the plaintiff who could not obtain legal ownership of the land.

In addition, the judge referred to Government Regulation No. 24 of 1997, in particular Article 36 which stipulates that any change in land ownership data must be registered immediately at the Land Office. The respondent's non-compliance with this administrative obligation further strengthened the judge's argument that the respondent had breached the obligations set out in the agreement.

Evaluating the Application of Civil Law related to Default in the Decision

The application of civil law in this case demonstrates that the Indonesian legal system, particularly in relation to default, can provide sufficient protection for the injured party. The judge correctly applied Article 1338 and Article 1243 of the Civil Code, as well as land registration rules to provide a fair decision for the plaintiff. By granting the plaintiff the right to apply for the transfer of the land certificate without the defendant, the court ensured that the plaintiff received his rights as the purchaser of the land.

However, this case also highlights the need for simpler procedures in the land registration and title transfer process, so that cases like this are not repeated in the future. As such, the applicable civil law system has been well applied in this case, although there is still room for improvement in terms of implementing more efficient administrative procedures.

This decision shows the judge's efforts to achieve substantive justice (Mertokusumo, 2006). Judges are not only fixated on the text of laws and regulations, but also consider the sense of justice and the interests of the parties.

Implications of Decision No. 119/Pdt.G/2024/PN Palangkaraya for Consumer Protection in Land Sale and Purchase Assessing Whether the Decision Provides Adequate Protection for Consumers

Decision No. 119/Pdt.G/2024/PN Palangkaraya provides adequate protection for the plaintiff as a consumer in a land sale and purchase transaction. By deciding that the defendant had committed a default and allowing the plaintiff to manage the transfer of the land certificate by

himself, the court provided a fair solution for the injured party. This shows that civil law in Indonesia can provide adequate protection for consumers facing problems in land transactions. However, while these decisions provide adequate legal protection, the lengthy and complex legal process is often an obstacle for consumers to obtain their rights. In many cases, consumers who do not have adequate legal knowledge may be disadvantaged because they do not understand their rights in land transactions.

Identifying the Impact of the Decision on Land Sale and Purchase Practices and Consumer Protection

The impact of this decision on the practice of buying and selling land in Indonesia is the existence of legal certainty for consumers regarding defaults in land transactions. Consumers now have a clear juridical reference regarding their rights in the event of default by the seller. The ruling also encourages parties involved in the sale and purchase of land to be more careful and ensure that all obligations, including title transfer administration, are properly completed. This decision can increase consumer awareness of the importance of having a clear and valid written agreement in accordance with the provisions of civil law, as well as the need to involve a notary or Land Deed Official (PPAT) in the sale and purchase process to avoid problems in the future.

Providing Recommendations for the Improvement of Laws and Practices of Land Sale and Purchase to Better Protect Consumers

To improve consumer protection in land sale and purchase transactions, there are several recommendations that can be given:

1. **Simplification of Administrative Procedures:** The process of land registration and certificate transfer needs to be simplified to speed up the transaction process and reduce the potential for default. Thus, consumers can more easily claim their rights without having to face administrative obstacles.
2. **Stronger Law Enforcement:** There needs to be stricter monitoring of parties' compliance with land purchase agreements, including strict sanctions for defaulting parties. This will prevent the recurrence of similar cases in the future.
3. **Consumer Education:** Consumers need to be better educated about their rights when buying and selling land, including the importance of involving a PPAT and entering into a valid written agreement. This will help consumers to better understand the legal process and reduce the risk of future disputes.

These recommendations are in line with the concept of a state of law with social justice, 1945 Constitution Article 1 paragraph 3). Consumer protection is one manifestation of social justice. Therefore, the government must continue to improve legislation and increase the effectiveness of law enforcement in the land sector.

In addition, it is necessary to develop alternative dispute resolution outside the court, such as mediation or arbitration, to provide easier and cheaper access to justice for consumers (Muhammad, 2004).

Table 2. Hypothesis

No.	Hypothesis
H1	There is a significant relationship between the implementation of obligations in the land sale and purchase agreement and the level of customer satisfaction. The better the implementation of obligations by the seller, the higher the level of customer satisfaction.
H2	Defaults in land sale and purchase transactions negatively affect consumer protection, causing consumers to experience financial losses and legal uncertainty.
H3	Court rulings that allow consumers to manage the transfer of land titles independently will increase consumers' confidence in the legal system and the protection of their rights in property transactions.

No.	Hypothesis
H4	Complicated administrative processes in the sale and purchase of land contribute to default, which results in inadequate consumer protection.
H5	Effective application of civil law in default cases can set an important precedent for future consumer protection, encouraging stricter enforcement of breaches of sale and purchase agreements.

CONCLUSION

Based on the analysis and discussion conducted, this research provides several important findings related to the civil law regulation on default in land sale and purchase and its application in Decision No. 119/Pdt.G/2024/PN Palangkaraya. In general, the results of this study show that civil law in Indonesia, particularly the Civil Code and other relevant regulations, has provided a clear legal framework regarding default and how the rights of the injured party can be protected.

First, this research reveals that the Civil Code, specifically Article 1338 and Article 1243, expressly regulates the obligations of both parties in a land sale and purchase agreement. When one of the parties, in this case the defendant, does not fulfill its obligation to assist in the process of transferring the name of the land certificate, the action is categorized as a default. The court, through this decision, ensured that the plaintiff as a consumer had his rights protected by ruling that the plaintiff was entitled to process the transfer of the land certificate without the involvement of the defendant.

Second, the application of civil law in this case proved effective in providing a solution for the aggrieved party. The court not only recognized the default, but also gave the plaintiff the right to complete the land administration process. This shows that the existing legal mechanism is able to protect consumers in land sale and purchase transactions that experience default.

Third, the implications of this decision for consumer protection are significant. This decision provides a concrete example of how the law provides protection to consumers involved in land transactions. Consumers who suffered losses due to default were given access to resolve administrative issues and obtain title to the land they purchased.

Thus, the answers to the formulation of this research problem can be summarized as follows: Civil law regulations related to defaults in land sale and purchase are comprehensively regulated in the Civil Code (KUHPerdata). This law gives the injured party the right to claim compensation and resolve problems arising from default. In the context of the application of civil law, Decision No. 119/Pdt.G/2024/PN Palangkaraya shows that consumer protection has been well implemented. In this decision, the plaintiff succeeded in obtaining his rights to the land despite the defendant's default, emphasizing the importance of law enforcement in protecting the rights of the injured party.

The implications of this decision for the practice of buying and selling land are an increase in legal certainty for consumers and the strengthening of legal protection mechanisms for parties who are harmed in land transactions.

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