



Legal Protection for Buyers in Good Faith in Housing Business Land Disputes

Azareel Sulistiyanto Jusuf¹, Atik Winanti².

¹Universitas Pembangunan Nasional Veteran Jakarta, Jakarta Selatan, Indonesia, 2110611108@mahasiswa.upnvj.ac.id.

²Universitas Pembangunan Nasional Veteran Jakarta, Jakarta Selatan, Indonesia, atikwinanti@upnvj.ac.id.

Corresponding Author: 2110611108@mahasiswa.upnvj.ac.id¹

Abstract: Data from Kompas.com showed that throughout 2024, there were a total of 295 cases of land conflicts. The residents of Green Village Bekasi inadvertently became victims of a land dispute due to the unlawful actions of the developer. Therefore, appropriate legal regulations are necessary to protect good faith buyers. This study aims to examine the legal protection afforded to good faith buyers in the property business, as well as the legal protection obtained by the residents of Green Village Bekasi. The research method employed is normative legal research, utilizing statutory and case approaches. The research data were obtained from secondary sources, including primary legal materials, secondary legal materials, and tertiary legal materials. The results of the study indicate that there are no specific laws or regulations explicitly protecting good faith buyers; however, the court, through Decision Number 553/Pdt.Bth/2020/PN Bks, granted legal protection to the third-party objectors by revoking and annulling the Execution Seizure. Furthermore, the residents of Green Village Bekasi deserve recognition as good faith buyers because their transactions fulfill the requirements under the Basic Agrarian Law (UUPA) and Supreme Court Circular Letter (SEMA) No. 4 of 2016.

Keyword: Good Faith Buyer, Land Conflict, Legal Protection.

INTRODUCTION

Abraham Maslow, in his work on the theory of human motivation, identified five fundamental categories of human needs: physiological needs, safety needs, love and belongingness needs, esteem needs, and the need for self-actualization (Maslow, 1970). These needs are arranged in a hierarchical structure resembling a pyramid, signifying that in order for individuals to attain higher-level needs, the most basic or foundational needs—particularly physiological needs—must be fulfilled first. Among these fundamental needs is the need for adequate housing. This need is of particular importance, as the home serves as the initial environment where a child acquires education, moral character, and social values, all of which are essential in shaping the quality of future generations (Fasola et al., 2022).

Article 28H, paragraph (1) of the 1945 Constitution of the Republic of Indonesia (hereinafter referred to as the 1945 Constitution) stipulates that the state has an obligation to fulfill the housing needs of its citizens. The right to adequate housing is also affirmed in Article 40 of Law No. 39 of 1999 on Human Rights (hereinafter referred to as the Human Rights Law), which guarantees that every person has the right to a place to live and to live a decent life. Both of these provisions position housing as an essential need, thereby making housing a critical issue for human welfare, survival, and health (Astrid et al., 2021).

In the effort to fulfill this need, challenges inevitably arise, such as the fact that communities in certain provinces lack adequate housing, as evidenced by data from the Central Statistics Agency (BPS) in 2023, which reveals that at least half of the population in several provinces still do not own a home. Surprisingly, DKI Jakarta ranks at the top, with a percentage of 54.44% (Badan Pusat Statistik, 2024). Another challenge is that even communities who have already acquired housing are not exempt from problems, many of which stem from the land on which their homes are built. According to a report from *kompas.com*, there were 295 land disputes in Indonesia throughout 2024, a 21% increase compared to 2023. Ironically, 559 individuals were victims of these land conflicts, and the Consortium for Agrarian Reform (KPA) has noted that these disputes often involve acts of violence perpetrated by hired thugs or corporate representatives (Maharani et al., 2025).

One of the residents of the Green Village housing complex in Bekasi inadvertently became a victim of a land dispute due to the developer's intentional relocation of the construction stakes, causing the development to deviate from the approved site plan. As a result, the resident's house was divided into two parts, as it was demarcated and restricted by lightweight concrete blocks (Huda, 2023).

Another common issue is the discrepancy between the land area recorded in the Sale and Purchase Agreement known as *Akta Jual-Beli* and the land area recorded in the land certificate issued by the National Land Agency (BPN) (Siahaan et al., 2022), the emergence of a lawsuit by another party claiming ownership of the same land (overlapping land) often results in the cancellation of the issuance of the land certificate (Anas et al., 2020), and other various land disputes. Rolas Sitanjak, Chairman of the Advocacy Commission of the National Consumer Protection Agency (BPKN-RI), stated in an online Advocacy Talk with the theme "Tips for Safe and Comfortable Home/Apartment Purchases" that consumers are vulnerable to fraud when purchasing residential properties, particularly when buying landed or high-rise housing that has not yet been constructed.

For instance, developers may promote these properties with large advertisements, substantial discounts, and low prices. Furthermore, he mentioned that from 2017 to 2023, the National Consumer Protection Agency (BPKN) received 8,676 consumer complaints related to housing issues (Rizky, 2023).

The research entitled "The Effectiveness of Legal Protection for Good-Faith Land Buyers" by Ahmad Farid Saputra, et al., does not mention the existence of specific laws intended to protect good-faith buyers (Saputra et al., 2021). Furthermore, the research titled "Legal Protection for Good-Faith Buyers in Land Sale Transactions (Case Study of Case No. 2732k/Pdt/2021 Jo. 539/Pdt.G/2018/Pn. Smg)" by Siti Amini & Widyarini Indriasti Wardani, indicates that the judge, in ruling that the buyer acted in good faith, did so subjectively and did not refer to any specific laws, principles, or other legal foundations to protect good-faith buyers (Amini et al., 2023).

The research titled "Legal Protection for Good-Faith Buyers in the Sale and Purchase of Bengkok Land" by Yotrim Maklon Zaid, Ismail, & Dewi Iryani, shows that the resolution approaches discussed in this study are limited to cases involving customary law (Kumalasari., 2016). The difference between this study and the three previous studies is that this research will discuss in detail who can be considered a good-faith buyer, the specific legal protection for good-faith buyers, and the legal protection afforded to good-faith buyers in the Bekasi District

Court Decision No. 553/Pdt.Bth/2020/PN Bks. Furthermore, all of these aspects will be specifically examined within the context of disputes between consumers and business actors (housing developers).

METHOD

This study employs normative legal research. Normative legal research involves the inventory of positive law, the identification of the philosophical foundations behind the creation of positive law, the discovery of in concreto legal principles to resolve legal cases, evaluating whether a law contradicts human rights, conflicts with the philosophical foundations of the state, or deviates from established legal theories, and so on (Adi, 2015). This study aims to identify legal rules, legal principles, and legal doctrines that can address the legal issues at hand.

The approach used is a statutory approach, examining regulations, legal principles, doctrines, and other relevant aspects related to consumer protection in terms of land ownership rights and the legal mechanisms used to protect such ownership. Additionally, a case approach is applied, with the research method focusing on the study of court decisions that have permanent legal force. This approach is used to provide an understanding of the application of legal norms in practice, and the researcher will analyze the judge's legal considerations in reaching a decision (Sovia et al., 2022).

The data source applied in this study utilizes secondary data, which is the fundamental data in normative legal research (Soekanto, 2014), consisting of three sources of legal materials: primary legal materials, secondary legal materials, and tertiary legal materials. The data collection method in this study is through library research (Hajar, 2015). The data in this study were collected by examining secondary data through library research, which involves studying relevant regulations and scholarly works related to the research topic. The data analysis technique involves processing both primary and secondary data that have been collected to address the research questions through qualitative analysis.

RESULTS AND DISCUSSION

Legal Protection for Good-Faith Buyers in Land Sale Transactions within the Housing Business Sector in Indonesia

When a consumer intends to purchase a house from a developer, they will go through 9 (nine) process, such as: (1) selecting a house; (2) paying the booking fee or Down Payment; (3) applying for a mortgage (KPR) with a bank; (4) signing the Preliminary Sale and Purchase Agreement (PPJB) with the developer; (5) waiting for the house to completed and ready for occupancy; (6) waiting for the process of splitting the developer's land certificate; (7) signing the Sale and Purchase Deed (AJB) in presence of a PPAT; (8) transferring the land certificate from the developer's name that are already splitted to the buyer's name; (9) upgrades the status of house ownership from HGB to SHM (known as Certificate of Ownership) (Dafamland, 2023).

Preliminary Sale and Purchase Agreement (PPJB) and the Sale and Purchase Deed (AJB), serve as legal evidence for the transaction between the buyer and the seller. In customary law, several requirements must be met for a transfer of land ownership to be approved (from the developer to the buyer), the requirements are transparently, in cash, and in a real and tangible manner (Kusuma et al., 2020).

"Transparent" means that the transfer of land rights, in the form of signing the Sale and Purchase Deed (AJB), must be conducted in the presence of the village head or customary leader and witnessed by individuals from the community. "Cash" means that the price can be paid in full or partially, while if the buyer fails to pay the remaining amount, the seller cannot claim the transaction as a land sale, but rather as a debt settlement under debt law (Ginting, 2020). "Real" means that the binding sale and purchase agreement (PPJB) and the transfer of land rights through the Sale and Purchase Deed (AJB) must be conducted in the presence of the

Land Deed Official (PPAT) and attended by two witnesses, consisting of the village head or customary leader and local community members (Kusuma et al., 2020). Unfortunately, customary law does not require the "real" condition to be strictly followed, as a land sale conducted without the presence of a Land Deed Official (PPAT) is still considered valid, provided that the conditions of transparency and cash payment have been met (Lukman, 2020).

However, under the new agrarian law, namely Law No. 5 of 1960 on the Basic Agrarian Law (referred as "UUPA"), the signing of PPJB or AJB, must be conducted in the presence of an authorized Land Deed Official (PPAT) and the requirements for the transfer of land rights to be approved are divided into two categories (Askar, 2022): (1) Material requirements for land sales, which state that the seller must be the rightful owner of the land and has the authority to sell it (Perangin, 1978), and the buyer must meet the requirements of being a legitimate subject of land rights (Parlindungan, 1990); and (2) Formal requirements for the registration of the sale, which stipulate that the sale and purchase, in the form of PPJB and AJB, must be made and conducted in the presence of an authorized Land Deed Official (PPAT) (Angreni et al., 2018).

Those agreements, PPJB or AJB must comply with the validity requirements outlined in Article 1320 of the Civil Code (KUHPer). According to this provision, an agreement is considered valid if: (1) the parties mutually agree to be bound by the terms; (2) the parties possess the legal capacity to enter into the agreement; (3) the agreement involves a lawful object; and (4) the subject matter of the agreement is not prohibited by law. The first two conditions are subjective, relating to the parties' intention and capacity, while the latter two are objective, concerning the nature of the agreement and its compliance with legal norms.

These requirements are important to understand and comply with because if the subjective requirements are not met, one of the parties may annul the agreement by submitting a request to the competent District Court (PN Tahuna, 2018). On the other hand, if the objective requirements are not met, the agreement is considered void by law (Oktavira, 2022), meaning that the agreement was never created and no legal obligations were ever established. Therefore, an agreement that is deemed void by law does not need to be validated by the court (Auli, 2023).

In addition to the requirements for the validity of agreements under Article 1320 of the Civil Code (KUHPer), it is also important to apply the principles of contracts outlined in Article 1338 of the Civil Code. This is essential to understand and apply, as explained by Nieuwenhuis, who highlights the functional relationship between legal principles and legal provisions (Rechtsgels) as follows: 1. Legal principles serve to build a system. These principles not only influence positive law but also, in many ways, create a system. A system cannot exist without these principles; 2. These principles form a system of check and balance, whereby they counterbalance each other to maintain equilibrium (Panggabean, 1991). The principles contained in Article 1338 of the Civil Code are : 1) The principle of consensualism; 2) The principle of pacta sunt servanda; 3) The principle of freedom of contract; 4) The principle of good faith; and 5) The principle of personality (Yuanitasari, 2020).

The principle of good faith means that both the buyer and the seller are required to act in good faith at the time of signing the agreement and during the performance of the contract (Hukum Online, 2022).

However, Ridwan Khairandy, a business law expert, argues that good faith should not only be present at the time of signing the agreement and during its execution, but have to present from the pre-contract phase (negotiation stage) (Khairandy, 2004). This opinion is indeed valid, as demonstrated by the case of the Meikarta developer, who did not act in good faith from the outset of the pre-contract phase. The evident was when they marketed and sold apartment units despite not complying with the provisions of Article 10, paragraph 1 of the Minister of Public Works and Housing Regulation of the Republic of Indonesia No. 11/PRT/M/2019 on the System of Preliminary Sale and Purchase Agreements (hereinafter referred to as Permen PUPR RI No. 11/2019). The developer also didn't provide the physical copies of the two Preliminary

Sale and Purchase Agreements (PPJB) signed by the buyer and committed a breach of contract by not delivering the apartment units on time. Even though, the consumer acted in good faith by paying for the apartment unit in full (Salim et al., 2023).

Therefore, consumers or buyers who act in good faith need to be provided with legal protection. Satjipto Rahardjo, the pioneer of progressive law, defines legal protection as the safeguarding of human rights for those harmed by others, and this protection is given to society so that they can enjoy all the rights granted by law. The law is needed for those who are socially, economically, and politically weak and who have yet to achieve social justice. The law functions to provide protection in an adaptive, flexible, predictive, and anticipatory manner (Istiqomah et al., 2020). This protection is realized through the creation of regulations as an effort to prevent disputes (Saputra et al., 2021).

Law No. 8 of 1999 on Consumer Protection is a concrete example of the establishment of legal regulations to protect the rights of consumers. Article 3, letter b of Law No. 8 of 1999 on Consumer Protection (hereinafter referred to as "UUPK") states that "Consumer protection aims to uphold the dignity and worth of consumers by preventing them from the negative effects of using goods and/or services."

The presence of the UUPK (Law No. 8 of 1999 on Consumer Protection) not only provides protection for consumers but also prohibits business actors from selling goods/services inappropriately (Mewu et al., 2023). For example, Article 7 of the UUPK regulates that business actors (sellers of goods/services) are required to: (a) Act in good faith in conducting their business activities; (b) Provide compensation, indemnification, and/or replacement if the goods and/or services received or utilized do not conform to the agreement; (c) Treat or serve consumers in a proper and honest manner, without discrimination; (d) Ensure the quality of the goods and/or services produced and/or traded, based on applicable quality standards; (e) Provide consumers the opportunity to test and/or try certain goods and/or services and offer guarantees and/or warranties for the goods made and/or traded; (f) Provide compensation, indemnification, and/or replacement for damages caused by the use, consumption, or utilization of the goods and/or services traded; (g) Provide compensation, indemnification, and/or replacement if the goods and/or services received or utilized do not conform to the agreement.

However, the UUPK (Law No. 8 of 1999 on Consumer Protection) only provides general legal protection for buyers, without any specific protection given to buyers acting in good faith. This is despite the fact that, based on Article 530 of the Civil Code (KUHP), buyers can be categorized into two groups: buyers acting in good faith and buyers acting in bad faith. Referring to Article 531 of the Civil Code, a buyer acting in good faith is one who is unaware of any defect or error in the goods they purchase (Putro et al., 2020). Meanwhile, Article 532 of the Civil Code defines a buyer acting in bad faith as one who is aware that the goods in their possession are not their rightful property, or also as a buyer who is considered to have acted in bad faith if they lose when sued in court (Hartanto, 2021).

Furthermore, according to Agus Yudha Hernoko, a professor of Civil Law at UNAIR, a buyer acting in good faith is one who is unaware of any defects in the goods they purchase (Hernoko, 2008). Subekti, a civil law expert in contracts, explains that a buyer acting in good faith is one who does not know that they have dealt with and purchased from someone who is not the rightful owner (Subekti, 2014).

Complementing Subekti's opinion, Ridwan Khairandy states that a buyer acting in good faith is one who fully believes that the goods being sold are indeed owned by the seller (Khairandy, 2004). Arie Sukanti Hutagalung, an expert in agrarian law, says that a prospective buyer can be considered to act in good faith if, before purchasing land, they verify the legitimacy of the seller's ownership (duty of care) (Putro et al., 2017).

Therefore, a buyer acting in good faith in the context of property transactions is one who is completely unaware of any fraud or defects in the process of acquiring the land rights being

sold (Putro et al., 2016) and purchases with caution, i.e., by checking and researching the legitimacy of the land seller first.

In a plenary meeting of the Civil Chamber, the Supreme Court of Indonesia issued guidelines for judges to objectively assess the criteria for a buyer acting in good faith who deserves protection in land transactions. These guidelines are outlined in the Supreme Court Circular Letter (Surat Edaran Mahkamah Agung or in short "SEMA") No. 4 of 2016, which refined SEMA No. 5 of 2014.

According to the guidelines, a buyer is considered to have conducted the sale and purchase of land in accordance with the law and proper documentation as stipulated in the relevant regulations. This includes land purchases through public auctions, purchases made in the presence of a Land Deed Official (PPAT) in accordance with Government Regulation No. 24 of 1997 concerning Land Registration (PP 24/1997), or the purchase of customary land made openly and in good faith (in the presence of or known to the local village head or sub-district head). The buyer must also verify that the status of the land being sold is owned by the seller, and the purchase must be made at a reasonable price. Additionally, the buyer must exercise due diligence by examining matters related to the land, such as ensuring that the seller is the rightful owner of the land as evidenced by ownership documents, confirming that the land is not under seizure, confirming that the land is not subject to a lien or mortgage, or for land with a certificate, obtaining information from the National Land Agency (BPN) and confirming the legal history of the land's ownership.

The conditions outlined in Supreme Court Circular Letter (SEMA) No. 4 of 2016 are cumulative, meaning that both requirements must be met in order for judges to objectively determine that the buyer acted in good faith. If both conditions are fulfilled, the buyer acting in good faith should not be subject to a lawsuit (Saputra et al., 2021), and the original owner of the land cannot claim damages from the buyer in good faith. The original owner can only seek damages from the seller who did not have the right to sell the land, as stipulated in SEMA No. 7 of 2012 (Askar, 2022).

This aligns with the ruling in the Supreme Court Jurisprudence of 1996 (Case No. 26), which states, "A sale and purchase conducted in a proforma manner only binds the parties who made the agreement and does not bind a third party who purchases in good faith (Putusan MA Nomor 2949 K/Pdt/2016)". Therefore, buyers who have acted in accordance with these guidelines are entitled to legal protection (Rijan et al., 2009) as outlined in the Supreme Court Decision No. 1230 K/Sip/1980, and in Supreme Court Decision No. 3201 K/Pdt/1991, dated January 30, 1996, which affirmed that buyers acting in good faith must be protected by law.

According to Muhammad Faiz Aziz, a Business Law expert, in practice, it is very difficult to describe someone as acting in good faith due to the abstract nature of the concept. Therefore, in general, people tend to define good faith through events that occur in court. Several decisions by the Supreme Court illustrate how judges assess whether a party has acted in good faith in land sale disputes (Fadhillah, 2020).

In Decision No. 143 K/PDT/2011, the judge ruled that the sale was legally flawed and invalid because the seller did not have the right to sell the land, while the buyer was considered acting in bad faith for falsifying their identity (Putro et al, 2016). In another case, Decision No. 3442 K/PDT/1992, despite the transaction being conducted in front of a PPAT (Land Deed Official) and the land holding a certificate of ownership, the judge declared the transaction invalid due to defects in the land's legal status (Putro et al, 2016).

On the other hand, in Decision No. 3070 K/PDT/2003, the judge ruled that the first buyer should be considered to have acted in good faith and therefore be entitled to legal protection. In this case, the sale between the seller and the second buyer was declared invalid because the seller did not possess the right to the land that they sold to the second buyer. These rulings demonstrate how judges, in practice, assess whether a buyer has acted in good faith, taking into account the evidence and circumstances present in each case (Putro et al, 2016).

Thus, the law in Indonesia has not been able to explicitly explain and protect buyers acting in good faith, leading to uncertainty in safeguarding their rights. The SEMA 4/2016 cannot be used as a legal basis because it only serves as a guideline for judges. If this issue continues to be overlooked, its consequences can be observed in the three decisions mentioned above and in other rulings regarding buyers acting in good faith. The assessment by judges, in essence, remains subjective, as each judge applies a different standard when evaluating whether a buyer is acting in good faith (Avivah, 2017). Therefore, there is a pressing need for regulations that specifically govern the legal protection of buyers acting in good faith.

Legal Protection for Good Faith Buyers in Land Sale Disputes in the Housing Sector: A Case Analysis of Bekasi District Court Decision No. 553/Pdt.Bth/2020/PN Bks

The third-party objectors (or third-party opponents) in the Bekasi District Court Decision Number 553/Pdt.Bth/2020/PN Bks consist of six (6) individuals, namely: (1) Nafrantilofa; (2) Kuan Loi; (3) Wahyu Priantoro; (4) Irene Lim; (5) Roy Manik, SE; and (6) Abdy Erka Putra. The third-party objectors have granted power of attorney to Dang Tendi Satriadi, SH, to handle this dispute. Meanwhile, the respondents (or opposing parties) are: (1) Liem Sian Tjie, who has granted power of attorney to Ayub A. Fina, SH, MH, and Muchlis Ali, SH; (2) PT Surya Mitratama Persada (hereinafter referred to as "PT SMP"); and (3) Junardi, as the former President Director of PT SMP. The witnesses presented during the trial were Aris Gunawan Wicaksono, M. Fazlur Rahmat, and R. Bambang Subianto.

Based on Case Number 553/Pdt.G/2016/PN decided on August 7, 2017, the original owner of the disputed land rights is Liem Sian Tjie. In brief, the judges declared that the land unlawfully occupied by PT SMP amounted to an area of 376 square meters and ordered PT SMP and/or any other parties to immediately vacate and return the said land. Pursuant to this decision, on March 24, 2020, Liem Sian Tjie filed an Execution Request, and the Bekasi District Court subsequently issued an Execution Warning Letter (*aanmaning*), followed by the issuance of three (3) Minutes of Warning (*Berita Acara Teguran*). On September 30, 2020, the Bekasi District Court issued Determination Number: 10/Eks.G/2020/PN. Bks jo. 553/Pdt.G/2016/PN. Bks jo. Number: 538/PDT/2017/PT. BDG jo. Number: 1783 K/Pdt/2018, which ordered the Registrar of the Bekasi District Court or his/her representative to carry out the Execution Seizure (*Sita Eksekusi*).

As a consequence of the seizure determination, the third-party objectors, who suffered losses due to their houses being partially affected by the seizure, filed a lawsuit under Case Number 553/Pdt.Bth/2020/PN Bks. The object of dispute in this case was the Execution Seizure Determination Number: 10/Eks.G/2020/PN. Bks jo. Number: 553/Pdt.G/2016/PN. Bks jo. Number: 538/PDT/2017/PT. BDG jo. Number: 1783 K/Pdt/2018. In their position, the third-party objectors alleged irregularities discovered during the execution process, namely that Mr. R. Bambang Subianto, who claimed to be the lawful representative of the Execution Applicant, never presented his power of attorney, and the representative from the Bekasi City National Land Agency (BPN) brought fragmented images of the seizure object without any signature from the official who conducted the measurement.

Furthermore, there was a discrepancy in the size of the land to be executed: in the decision of case number 553/Pdt.G/2016/PN. Bks, the seizure object was land measuring 376 square meters, while in the images brought by the BPN representative, the land subject to seizure measured only 372 square meters. Based on these facts, the third-party objectors filed a third-party opposition, namely *derden verzet* (Article 378 of the Indonesian Civil Procedure Code - Rv).

To demonstrate evidence that the execution seizure determination caused harm to the third-party objectors, they submitted the Sale and Purchase Deed (AJB) and the Land Certificate (SHM), which legally affirm their ownership of the land. This is in accordance with Book II of the Supreme Court Regulation on Court Administration (*Badilag*) of 2013, page 131, which

briefly states that third parties referred to as objectors must prove that the seized goods are their property. Consequently, the third-party objectors requested the panel of judges to revoke the execution seizure. Furthermore, pursuant to Supreme Court Circular Letter (SEMA) No. 7 of 2012, buyers must be declared as good faith purchasers and granted legal protection, since the third-party objectors acquired their land rights in accordance with the applicable legal procedures. Additionally, there is a legal argument asserting that the third-party objectors are good faith purchasers and therefore must be protected by law pursuant to SEMA No. 4 of 2016.

In the provisory request: to order the suspension of the execution process based on Determination Number: 10/Eks.G/2020/PN. Bks jo. Number: 553/Pdt.G/2016/PN. Bks jo. Number: 538/PDT/2017/PT. BDG jo. Number: 1783 K/Pdt/2018 dated September 30, 2020, at least until this opposition case has obtained permanent legal force. On the merits:

1. To fully grant the opposition filed by the third-party objectors;
2. To declare that the opposition filed by the third-party objectors as third parties is appropriate and well-founded;
3. To declare that the third-party objectors are rightful and honest objectors;
4. To declare that the third-party objectors are good faith purchasers entitled to legal protection;
5. To declare that the decision in this case is enforceable prior to any appeal, cassation, or opposition (uitvoerbaar bij voorraad);
6. To declare that Determination Number: 10/Eks.G/2020/PN. Bks jo. Number: 553/Pdt.G/2016/PN. Bks jo. Number: 538/PDT/2017/PT. BDG jo. Number: 1783 K/Pdt/2018 dated September 30, 2020, is invalid and/or null and void by law and therefore has no binding legal force;
7. To order the revocation of the Execution Seizure imposed on November 18, 2020, carried out by the Bailiff of the Bekasi District Court based on Determination Number: 10/Eks.G/2020/PN. Bks jo. Number: 553/Pdt.G/2016/PN. Bks jo. Number: 538/PDT/2017/PT. BDG jo. Number: 1783 K/Pdt/2018 dated September 30, 2020, insofar as it concerns the land owned by the third-party objectors and the land constituting the infrastructure, facilities, and public utilities of Green Village Housing;
8. To impose the legal costs according to the law;

Or, to grant any other decision deemed just and equitable (*ex aequo et bono*).

The seizure respondent in this case is Liem Sian Tjie, while the others did not appear either in person or through legal representation. The respondent submitted an answer stating that the object of the lawsuit filed is indeed land owned by Liem Sian Tjie, whose ownership has been legally recognized based on Decision Number: 553/Pdt.G/2016/PN. Bks jo. Number: 538/PDT/2017/PT. BDG jo. Number: 1783 K/Pdt/2018 jo. Number: 681 PK/Pdt.G/2019 jo. Number: 180/Pdt.Bth/2019/PN. Bks jo. Number: 44/Pdt/2020/PT. Bdg.

The seizure respondent acknowledged that he had carried out the seizure by installing boundary markers on the land of the third-party objectors on November 18, 2020, conducted by the Bailiff of the Bekasi District Court. According to the seizure respondent, all claims submitted against him are inadmissible because there is no causal legal relationship, even the Decision Number: 180/Pdt.Bth/2019/PN. Bks jo. Number: 44/Pdt/2020/PT. Bdg. serves as evidence that the third-party objectors are separate parties, and thus this lawsuit should be considered “misaddressed.”

In fact, the third-party objectors should have pursued their rights against PT SMP and Junardi as the former President Director of PT SMP. The argument concerning good faith as related to Supreme Court Circular Letter (SEMA) No. 7 of 2012 is misplaced because the seizure respondent has no legal relationship in the form of a land sale and purchase with the third-party objectors. Furthermore, the third-party objectors should have filed objections and oppositions against Mr. Zaenuddin, SE as the seller of the land. If the third-party objectors indeed claim to have a legal interest in the seizure rights of the seizure respondent, why was there no intervention or intervention lawsuit during the proceedings of Case Number:

553/Pdt.G/2016/PN. Bks? Therefore, it should be clearly established that the third-party objectors have no causal relationship with the seizure respondent, and this legal action should be rejected. Moreover, the application of Article 378 jo. Article 379 of the Indonesian Civil Procedure Code (Rv) is not applicable.

The seizure respondent in this case, Liem Sian Tjie, submits the following petition: In the exception (eksepsi): To declare the lawsuit filed by the third-party objectors Nafrantilofa et al. entirely dismissed; On the merits:

1. To accept and grant all exceptions raised by the seizure respondent;
2. To declare that the third-party objectors Nafrantilofa et al. are separate parties who have no causal legal relationship with the seizure respondent;
3. To declare that the legal actions undertaken by the third-party objectors Nafrantilofa et al. constitute improper legal acts as they are collectively separate parties;
4. To declare that the seizure and eviction carried out by the seizure respondent over his land, measuring 376 square meters and currently still controlled and used by the Green Village housing complex, is lawful and valid under the law as it is based on a legally binding and final court decision;
5. To declare that the execution of the eviction seizure requested by the seizure respondent must be carried out immediately so as not to cause excessive legal consequences, given that there is a valid and final court ruling;
6. To declare that all costs arising and incurred in this case shall be borne by the third-party objectors Nafrantilofa et al.

In the a quo decision, the judges provided the following considerations: In the provisory ruling: Considering that the grounds for the provisional request submitted by the third-party objectors do not fulfill the requirements stipulated in Article 180 of the Herziene Inlandsch Reglement (HIR) and therefore must be rejected; In the exception: Since the seizure respondent did not elaborate on the legal grounds of the exception, the exception must be rejected; On the merits:

1. Considering that the third-party objectors have alleged that their rights were harmed due to the Execution Seizure imposed by the Bekasi District Court on November 18, 2020, and therefore filed a Third-Party Opposition lawsuit (derden verzet) based on Article 378 of the Indonesian Civil Procedure Code (Rv). Furthermore, pursuant to Article 195 paragraph (6) jo. Article 208 HIR, and Article 378 jo. Article 379 Rv, the third-party objectors bear the burden of proof to demonstrate that the Execution Seizure carried out by Liem Sian Tjie caused them harm. The third-party objectors in this case presented evidence of land and building ownership in the form of Sale and Purchase Deeds (AJB) and Land Certificates (SHM) (as evidenced in exhibits P-3, P-6, P-7, P-10, P-11, P-15, P-19, P-1, and P-5), as well as witnesses named Aris Gunawan Wicaksono, M. Fazlur Rachmad, and R. Bambang Subianto, who testified that the land and buildings indeed belong to the third-party objectors;
2. Considering that based on the evidence and witness testimonies presented, it is a juridical fact that the land subject to the Execution Seizure is the property of the third-party objectors;
3. Considering that based on the ownership evidence of the land and buildings of the third-party objectors, as well as the testimonies of witnesses Aris Gunawan Wicaksono and M. Fazlur Rachmat, it is known that the installation of iron stakes was carried out on part of the land and buildings of the third-party objectors, including the public road within the Green Village Housing Complex (located precisely in front of the third-party objectors' houses);
4. Considering that the seizure respondent's argument that the opposition by the third-party objectors is "misaddressed" is deemed incorrect by the panel of judges because the core of the third-party objectors' opposition concerns the Execution Seizure involving the installation of iron stakes, some of which were placed on the land and houses owned by the third-party objectors;

5. Considering that the statement regarding the third-party objectors as good faith purchasers entitled to legal protection does not need to be included in the dispositive part of the decision since the core issue in the opposition concerns the Execution Seizure and not the validity of the ownership rights of the third-party objectors.

After considering the lawsuit filed by the third-party objectors and the answer to the lawsuit submitted by the seizure respondent, the judges adjudicated as follows: In the provisory ruling: To reject the provisional request filed by the third-party objectors. In the exception: To reject the exception raised by the seizure respondent in its entirety. On the merits:

1. To partially grant the opposition filed by the third-party objectors;
2. To declare that the opposition filed by the third-party objectors as third parties is appropriate and well-founded;
3. To declare that the third-party objectors are the rightful objectors;
4. To declare that Determination Number: 10/Eks.G/2020/PN. Bks jo. Number: 553/Pdt.G/2016/PN. Bks jo. Number: 538/PDT/2017/PT. BDG jo. Number: 1783 K/Pdt/2018 dated September 30, 2020, is invalid and has no binding legal force;
5. To order the revocation of the Execution Seizure imposed on November 18, 2020, carried out by the Bailiff of the Bekasi District Court based on Determination Number: 10/Eks.G/2020/PN. Bks jo. Number: 553/Pdt.G/2016/PN. Bks jo. Number: 538/PDT/2017/PT. BDG jo. Number: 1783 K/Pdt/2018 dated September 30, 2020, insofar as it concerns the land owned by the third-party objectors and the land constituting the infrastructure, facilities, and public utilities of the Green Village Housing Complex;
6. To order the seizure respondent, the first and second seizure respondents jointly and severally to pay the court costs amounting to IDR 4,777,700.00 (four million seven hundred seventy-seven thousand seven hundred rupiahs);
7. To dismiss the opposition filed by the third-party objectors in all other respects.

Based on the aforementioned decision, it can be analyzed that the legal remedy of *derden verzet* was an appropriate step taken by the third-party objectors to prevent further infringement on their rights or interests (Tim Publikasi Hukumonline, 2023). The protection granted by the judges to the third-party objectors was manifested by declaring that the execution seizure determination in the *a quo* case was invalid and had no binding legal force, as well as revoking the said seizure determination.

The granting of this *petitum* indicates that the land ownership of the third-party objectors is legally valid, as evidenced by the Land Certificates (SHM) and Sale and Purchase Deeds (AJB) as follows: SHM Number 3396/Perwira in the name of Mrs. Nafrantilofa with AJB Number 12/2016 dated July 21, 2016; SHM Number 3121/Perwira in the name of Kuan Loi with AJB Number 180/2015 dated June 24, 2015; SHM Number 3406/Perwira in the name of Wahyu Priantoro with AJB Number 293/2015 dated August 24, 2015; SHM Number 3405/Perwira in the name of Irene Lim with AJB Number 125/2016 dated April 15, 2016; SHM Number 3410/Perwira in the name of Roy Manik with AJB Number 64/2016 dated January 29, 2016; and SHM Number 3408/Perwira in the name of Abdy Erka Putra with AJB Number 410/2015 dated November 6, 2015.

Unfortunately, the judges in their considerations did not grant the *petitum* concerning the buyers as good faith purchasers, because the judges held the view that the object of dispute in this decision concerned the seizure determination to be revoked or annulled, and not the validity or invalidity of the ownership of the land and buildings of the third-party objectors. However, Dang Tendi Satriadi, SH, as the legal counsel for the third-party objectors, had endeavored to assert that the buyers were good faith purchasers in accordance with Supreme Court Circular Letter (SEMA) No. 7 of 2012 in their position, on the grounds that the third-party objectors could prove ownership through Sale and Purchase Deeds (AJB) and Land Certificates (SHM) included in the portion subject to seizure, which were obtained through the applicable legal procedures; therefore, the third-party objectors should be legally protected.

If analyzed based on the requirements for the transfer of land rights under the Basic Agrarian Law (UUPA), the sale and purchase transaction has fulfilled: (1) the material requirements, namely that the third-party objectors are rightful buyers (Article 21 of the UUPA), Mr. Zaenudin, SE as the seller of the land holding ownership rights is the rightful owner authorized to sell, and the land sold is not subject to any dispute (Admin Ahli Hukum, 2024); and (2) the formal requirements, namely that the registration of the sale and purchase is evidenced by the Sale and Purchase Deeds (AJB) of the third-party objectors which were made and executed before the authorized Land Deed Official (PPAT) pursuant to Article 37 paragraph (1) of Government Regulation No. 24 of 1997 (the documentary evidence submitted to the court are numbered P-6, P-7, P-15, P-11, P-19, P-1, and P-5) (Nia Sita Mahesa, 2021).

The third-party objectors have also fulfilled the criteria set forth in Supreme Court Circular Letter (SEMA) No. 4 of 2016, namely:

- a. by conducting the sale and purchase of the land object in accordance with lawful procedures and documents as prescribed by the applicable laws and regulations, specifically the purchase of land before the Land Deed Official (Pejabat Pembuat Akta Tanah - PPAT) pursuant to Government Regulation Number 24 of 1997, and the purchase was made at a reasonable price;
- b. by exercising due diligence in examining matters related to the land object agreed upon, including that the seller is the rightful owner or holder of rights over the land subject to sale and purchase, as evidenced by ownership documents; or that the land/object sold is not under seizure status; or that for certified land, the buyer has obtained information from the National Land Agency (BPN) regarding the legal history and relationship between the land and the certificate holder.

Viewed historically with regard to the purchase of the land and buildings, based on the a quo decision, the events can be briefly summarized as follows: the parties (in this decision, the third-party objectors and Mr. Zaenudin, SE) agreed to bind a sale and purchase transaction as set forth in the Sale and Purchase Deeds (AJB) dated June 24, 2015; August 24, 2015; November 6, 2015; January 29, 2016; April 15, 2016; and July 21, 2016. Subsequently, Liem Sian Tjie filed a lawsuit at the Bekasi District Court dated October 18, 2016.

Moreover, although the third-party objectors intended to purchase the land, it appears that they did not reside there, as evidenced by the addresses of the third-party objectors contained in the decision, which are not located in the Green Village Housing Complex, thus reasonably qualifying them as newcomers. Furthermore, during the sale and purchase process, the third-party objectors did not directly meet with PT SMP as the housing developer but only with Mr. Zaenudin, SE, as the seller. These reasons should qualify the third-party objectors as good faith purchasers, because in the sale and purchase of the land and buildings, they were unaware that the property they purchased was defective or problematic..

CONCLUSION

In conclusion, while customary law recognizes land sale transactions supported by Pre-Sale Agreements (PPJB) and Sale and Purchase Deeds (AJB) upon fulfillment of certain conditions, the Basic Agrarian Law (UUPA) requires that sellers be rightful owners and buyers rightful subjects, with formalization before authorized Land Deed Officials (PPAT) and compliance with contract validity provisions.

Despite existing consumer protection laws, specific legal safeguards for good faith buyers remain lacking, often leaving them dependent on judicial discretion, with Supreme Court Circular Letter (SEMA) No. 4 of 2016 underutilized in objectively assessing good faith. In the Green Village Housing Complex Bekasi case, the court granted legal protection to the third-party objectors by revoking and annulling the Execution Seizure imposed by Liem Sian Tjie, because the third-party objectors can prove their ownership through valid AJB and SHM. Although the court did not explicitly recognize them as good faith purchasers, based on the

evidence and circumstances—fulfillment of UUPA and SEMA 4/2016 requirements, purchase prior to the original lawsuit, and lack of knowledge of the dispute—support their status as good faith buyers deserving legal protection.

REFERENCE

- Adi, Rianto. *Aspek Hukum Dalam Penelitian*. Jakarta: Yayasan Pustaka Obor Indonesia, 2015.
- Admin. “Syarat Materiil Dan Syarat Formal Jual Beli Tanah.” *Ahli Hukum*, 2024. <https://ahlihukumindonesia.com/artikel-hukum/syarat-materiil-dan-syarat-formal-jual-beli-tanah/>.
- Amini, Siti, and Widyarini Indriasti Wardani. “Perlindungan Hukum Pembeli Beritikad Baik Dalam Jual Beli Hak Atas Tanah.” *Notary Law Research* 4, no. 2 (2023): 11–22. <https://doi.org/https://dx.doi.org/10.56444/nlr.v4i2.4121>.
- Anas, Taqiyah Maya, and Atik Winanti. “Perlindungan Hukum Pemegang Sertifikat Atas Tanah Ganda Berdasarkan Peraturan Pemerintah No.24 Tahun 1997.” *Jurnal Justisia: Jurnal Ilmu Hukum, Perundang-Undangan Dan Pranata Sosial* 5, no. 1 (2020): 77–93. <https://doi.org/http://dx.doi.org/10.22373/justisia.v5i1.7272>.
- Angreni, Ni Kadek Ditha, and I Gusti Ngurah Wairocana. “Legalitas Jual Beli Tanah Dihadapan Pejabat Pembuat Akta Tanah.” *Jurnal Kertha Semaya*, 2018, 1–6. <http://ojs.unud.ac.id/index.php/kerthasemaya/article/view/10278/7514>.
- Askar. “Perlindungan Hukum Terhadap Pembeli Beritikad Baik Dalam Penyelesaian Sengketa Hak Atas Tanah.” *Journal of Lex Theory (JLT)* 3, no. 1 (2022): 16–32. <https://doi.org/10.52103/jlt.v3i1.950>.
- Astrid, Juanita, Nia Kurniati, and Agus Suwandono. “Program Perumahan Rakyat Untuk Masyarakat Berpenghasilan Rendah Melalui Fasilitas Likuiditas Pembiayaan Perumahan Yang Tidak Layak Huni.” *Ilmu Hukum Kenotariatan* 5, no. 1 (2021): 95–106. <https://doi.org/10.23920/acta.v5i1.679>.
- Auli, Renata Christha. “Asas-Asas Dalam Pasal 1338 KUH Perdata.” *Hukum Online*, 2023. <https://www.hukumonline.com/klinik/a/asas-asas-dalam-pasal-1338-kuh-perdata-lt6572e2d46785c/>.
- Avivah, Cut. “Tinjauan Yuridis Mengenai Perlindungan Hukum Terhadap Pembeli Tanah Beritikad Baik.” *Universitas Katolik Parahyangan*. Universitas Katolik Parahyangan, 2017.
- Dafamland. “9 Proses Pembelian Rumah via Developer.” *Dafamland*, 2023. <https://www.dafamland.com/articles/1684483338-9-proses-pembelian-rumah-via-developer>.
- Fadhilah, Muhammad Iqbaal. “Perlindungan Hukum Terhadap Pembeli Lelang Yang Beritikad Baik.” *DJKN Kementerian Keuangan*, 2020. <https://www.djkn.kemenkeu.go.id/kpknlgorontalo/baca-artikel/13352/Perlindungan-Hukum-Terhadap-Pembeli-Lelang-yang-Beritikad-Baik.html>.
- Fasola, Dody, Aleksander Purba, and Ika Kustiani. “Analisis Kebutuhan Pengembangan Perumahan Dan Kawasan Permukiman Kabupaten Tanggamus Tahun 2022 - 2041.” *Prosiding Seminar Nasional Insinyur Profesional (SNIP) Seminar*, 2022. <https://doi.org/10.23960/snip.v2i2.189>.
- Ginting, Satria. “Analisis Yuridis Terhadap Kedudukan Hukum Perjanjian Pengikatan Jual Beli Hak Atas Tanah Yang Bersertifikat Yang Dibuat Di Bawah Tangan (Studi Putusan No. 130/Pdt.G/2012/Pn. Mlg).” *Ilmu Hukum Prima (IHP)*. Universitas Sumatera Utara, 2020. <https://doi.org/10.34012/jihap.v3i1.934>.
- Hartanto, Paula Swandayani. “Akibat Hukum Bagi Pembeli Yang Beritikad Buruk.” *JISIP (Jurnal Ilmu Sosial Dan Pendidikan)* 5, no. 2 (2021): 639–45. <https://doi.org/http://dx.doi.org/10.58258/jisip.v5i2.2025>.

- Hernoko, Agus Yudha. *Hukum Perjanjian Asas Proporsionalitas Dalam Kontrak Komersial*. Yogyakarta: Mediatama, 2008.
- Huda, Larissa. "Sengketa Lahan Perumahan Green Village Bekasi Korbakan Penghuni: Akses Masuk Ditutup." *Megapolitan Kompas.com*, 2023. <https://megapolitan.kompas.com/read/2023/06/28/05150081/sengketa-lahan-perumahan-green-village-bekasi-korbakan-penghuni--akses?page=all>.
- Hukum Online. "5 Asas-Asas Hukum Perdata Terkait Perjanjian," 2022. <https://www.hukumonline.com/berita/a/asas-asas-hukum-perdata-lt62826cf84ccbf/>.
- Istiqomah, Fokky Fuad, and Suparji Achmad. "Dialektika Perlindungan Hukum Bagi Guru Dalam Mendisiplinkan Siswa Di Sekolah." *Indonesian Jurnal Of Law and Policy Studies* 1, no. 1 (2020): 56–65.
- Kitab Undang-Undang Hukum Perdata
- Khairandy, Ridwan. *Itikad Baik Dalam Kebebasan Berkontrak*. Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia, 2004.
- Kumalasari, Yulia. "Perlindungan Hukum Terhadap Pihak Pembeli Beritikad Baik Dalam Jual Beli Tanah Bengkulu." *Brawijaya Law Student Journal*, 2016, 1–24.
- Kusuma, I Made Krishna Dharma, Putu Gede Seputra, and Luh Putu Suryani. "Peralihan Hak Atas Tanah Melalui Jual Beli Berdasarkan Hukum Adat." *Jurnal Interpretasi Hukum* 1, no. 2 (2020): 213–17. <https://doi.org/10.22225/juinhum.1.2.2478.213-217>.
- Lukman, Wahyuddin. *Hukum Agraria Nasional Bagian 2 (Dalam Kapita Histori, Konsepsi & Regulasi)*. Bogor: Guepedia, 2020.
- M., Hajar. *Model-Model Pendekatan Dalam Penelitian Hukum Dan Fikih*. Pekanbaru: Suska Press, 2015.
- Maharani, Aisyah Sekar Ayu, and Hilda B. Alexander. "Konflik Tanah Sepanjang Tahun 2024 Kental Dengan Premanisme." *Kompas.com*, 2025. [https://www.kompas.com/properti/read/2025/01/22/173345521/konflik-tanah-sepanjang-tahun-2024-kental-dengan-aksi-premanisme#:~:text=Sementara secara total%2C ada 295,tahun 2023 sebanyak 241 kasus](https://www.kompas.com/properti/read/2025/01/22/173345521/konflik-tanah-sepanjang-tahun-2024-kental-dengan-aksi-premanisme#:~:text=Sementara%2C%20ada%20295,tahun%202023%20sebanyak%20241%20kasus).
- Mahesa, Nia Sita. "Sahkah Jual Beli Tanah & Bangunan Jika Bangunannya Ternyata Milik Pihak Ketiga?" *Hukumonline.com*, 2021. <https://www.hukumonline.com/klinik/a/sahkah-jual-beli-tanah-bangunan-jika-bangunannya-ternyata-milik-pihak-ketiga-lt60e2745914b74/>.
- Maslow, Abraham H. *Motivation and Personality*. Harper & Row Publishers. New York, 1970.
- Mewu, Marina Yetrin Sriyati, and Kadek Julia Mahadewi. "Perlindungan Konsumen Dalam Pembelian Produk Online: Analisis Perspektif Hukum Perlindungan Konsumen Di Indonesia." *Jurnal Kewarganegaraan* 7, no. 1 (2023): 441–50. <https://doi.org/10.31316/jk.v7i1.4814>.
- Oktavira, Bernadetha Aurelia. "Ini 4 Syarat Sah Perjanjian Dan Akibatnya Jika Tak Dipenuhi." *Hukum Online*, 2022.
- Panggabean, Henry P. *Penyalahgunaan Keadaan (Misbruik van Omstandigheden) Sebagai Alasan (Baru) Untuk Pembatalan Perjanjian (Berbagai Perkembangan Hukum Di Belanda)*. Yogyakarta: Liberty, 1991.
- Parlindungan, A. P. *Pendaftaran Tanah Di Indonesia*. Bandung: Mandar Maju, 1990.
- Perangin, Effendi. *Praktek Jual Beli Tanah*. Jakarta: Rajawali Pers, 1978.
- Peraturan Menteri Pekerjaan Umum dan Perumahan Rakyat Republik Indonesia Nomor 11/Prt/M/2019 Tentang Sistem Perjanjian Pendahuluan Jual Beli Rumah dengan Berita Negara Republik Indonesia Tahun 2019 Nomor 777
- Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah Lembaran Negara Republik Indonesia Nomor 59 Tahun 1997

- PN Tahuna. "Perjanjian 'Batal Demi Hukum' Dan 'Dapat Dibatalkan,'" 2018. <https://pn-tahuna.go.id/tentang-pengadilan/sistem-pengelolaan-pn/kegiatan-pengadilan/item/perjanjian>.
- Publikasi Hukumonline, Tim. "Pahami Aspek-Aspek Perlawanan Sita Eksekusi Oleh Pihak Berperkara!" Hukumonline.com, 2023. <https://www.hukumonline.com/berita/a/pahami-aspek-aspek-perlawanan-sita-eksekusi-oleh-pihak-berperkara-lt6459bc334eb1c/>.
- Putro, Widodo Dwi, Ahmad Zuhairi, Khotibul Islam, and Rina Khairani Pancaningrum. "Perlindungan Bagi Pembeli Beritikad Baik Dalam Sengketa Perdata Berobyek Tanah." *Jurnal Kompilasi Hukum* 5, no. 2 (2020): 346–55. <https://doi.org/10.29303/jkh.v5i2.89>.
- Putro, Widodo Dwi, Ahmad Zuhairi, Syukron Salam, and Elizabeth Lestari Taruli Lubis. *Pembeli Beritikad Baik Dalam Sengketa Perdata Berobyek Tanah*. Edited by LeIP. Jakarta, 2016.
- Putusan Mahkamah Agung Republik Indonesia pada tingkat Kasasi dalam Rahmah Mustika Ningrum v. Mohamad Jeny dan Gunawan Wibisono, Kepala Kantor Badan Pertanahan Nasional Kota Bekasi, Drs. Ahmad Zarkasih, Nomor 2949 K/Pdt/2016
- Rijan, Yunirman, and Ira Koesoemawati. *Cara Mudah Membuat Surat Perjanjian/Kontrak Dan Surat Penting Lainnya*. Jakarta: Raih Asa Sukses, 2009.
- Rizky, Martyasari. "Duh! Pengaduan Di Sektor Perumahan Masih Tinggi, Ini Kasusnya." *CNBC Indonesia*, 2023. <https://www.cnbcindonesia.com/news/20230719152207-4-455644/duh-pengaduan-di-sektor-perumahan-masih-tinggi-ini-kasusnya>.
- Salim, Patrick Winson, Clayment Claudio Jap, and Margareth Trisya Adefinola Naru. "Pemenuhan Hak Konsumen Dalam Sengketa Perdata Lahan Meikarta." *Jurnal Cahaya Mandalika* 3, no. 1 (2023): 137–47.
- Saputra, Ahmad Farid, A Yunus, and Sri Lestari Poernomo. "Efektifitas Perlindungan Hukum Terhadap Pembeli Tanah Beritikad Baik." *Journal of Lex Generalis (JLS)* 2, no. 2 (2021): 859–67. <https://doi.org/10.52103/jlg.v2i2.377>.
- Siahaan, Dameria Tiodora, and Moh. Saleh. "Perlindungan Hukum Bagi Pembeli Properti Perumahan Terhadap Adanya Perbedaan Luas Objek Tanah Yang Ada Di Sertipikat Dengan Akta Jual Beli Yang Dibuat Oleh Notaris." *PERSPEKTIF* 27, no. 2 (2022): 72–85. <https://doi.org/https://doi.org/10.30742/perspektif.v27i2.821>.
- Soekanto, Soerjono, and Sri Mamudji. *Penelitian Hukum Normatif*. Jakarta: PT Raja Grafindo Persada, 2014.
- Sovia, Sheyla Nichlatus, Abdul Rouf Hasbullah, Andi Ardiyan Mustakim, Mochammad Agus, Rachmatulloh Setiawan, Pandi Rais, and Moch Choirul Rizal. *Ragam Metode Penelitian Hukum*. IAIN Kediri: Lembaga Studi Hukum Pidana, 2022.
- Statistik, Badan Pusat. "Persentase Rumah Tangga Menurut Provinsi Dan Status Kepemilikan Bangunan Tempat Tinggal Yang Ditempati Milik Sendiri (Persen)," 2024. <https://www.bps.go.id/id/statistics-table/2/ODQ5IzI=/persentase-rumah-tangga-menurut-provinsi-dan-status-kepemilikan-bangunan-tempat-tinggal-yang-ditempati-milik-sendiri.html>.
- Subekti, R. *Aneka Perjanjian*. Bandung: PT Aditya Bakti, 2014.
- Surat Edaran Mahkamah Agung Nomor 7 Tahun 2012
- Surat Edaran Mahkamah Agung Nomor 4 Tahun 2016
- Undang-Undang Dasar Negara Republik Indonesia 1945 dengan Lembaran Negara Republik Indonesia, No. 75, 1959
- Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen dengan Lembaran Negara Republik Indonesia Tahun 1999 Nomor 22
- Undang-Undang Nomor Nomor 39 Tahun 1999 tentang Hak Asasi Manusia dengan Lembaran Negara Republik Indonesia Tahun 1999 Nomor 165

Yuanitasari, Deviana. “Pengembangan Hukum Perjanjian Dalam Pelaksanaan Asas Itikad Baik Pada Tahap Pra Kontraktual.” *Acta Diurnal* 3, no. 2 (2020): 292–304.
<http://jurnal.fh.unpad.ac.id/index.php/acta/article/view/228/168>.
Yurisprudensi Putusan Mahkamah Agung Republik Indonesia Tahun 1996.

.