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## Settlement of Title Transfer Process For Sale and Purchase of Certified Land With Unknown Seller in Tulungagung Regency (Case Study of Decision Number 18/Pdt.G/2024/PN Tlg)

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**Abstract:** The objective of this study is to investigate how the process of changing the name of the sale and purchase of certified land is resolved in Tulungagung Regency when the seller's location is unknown, using Decision Number 18/Pdt.G/2024/PN Tlg as a case study. In this research, normative legal methods are employed, incorporating statutory and case analysis, and drawing on sources such as laws, legal principles, and judicial rulings. The findings indicated that even though the sale was carried out without a formal Sale and Purchase Deed, the court ruling effectively validated the transaction. This ruling enables the buyer or their successors to transfer the certificate of title at the National Land Agency. It demonstrates that the legal system can provide assurance to honest individuals involved in land transactions. The study highlights the significance of the judiciary in addressing bureaucratic hurdles concerning land ownership and stresses the importance of public legal education to ensure compliance with regulations when purchasing or selling land.

**Keyword:** Notary, Deed Making, Land Sale and Purchase, Certificate.

### INTRODUCTION

Land is a component of the planet known as the earth's surface, which falls under the jurisdiction of Agrarian Law. The land governed by Agrarian Law pertains specifically to its legal aspects, such as land rights outlined in Article 4 Paragraph (1) of the UUPA, rather than its physical characteristics (Arba, 2021). The lack of a Sale and Purchase Deed (also known as AJB) prepared by a Land Deed Official (refers to PPAT) during land transactions can lead to legal issues and uncertainty surrounding land ownership and administrative matters, as evidenced by the case.

The transfer of land rights has a strategic role in providing legal certainty to the community, especially in land sale and purchase transactions involving certified assets. In the context of Indonesian law, the process of transferring land rights does not only involve civil aspects between the seller and the buyer, but also requires the fulfilment of administrative procedures regulated in laws and regulations. The process involves the drafting of AJB by PPAT and the updating of land rights records at the National Land Agency (BPN) to acquire

a certification in the new owner's name (Saputro et al., 2021; Sari et al., 2019). Ensuring legal protection for land rights holders through this step is crucial in order to prevent any possible conflicts that may arise in the future (Santoso, 2019)

Land sales and purchases must meet specific legal and procedural criteria. According to Government Regulation No. 24/1997 on Land Registration, the creation of an AJB by a PPAT is compulsory for the transaction to be considered valid (Saranaung, 2017). Nevertheless, engaging in clandestine transactions supported solely by receipts or SPPT is acknowledged as legally binding according to local customs, despite its limited evidential value in a legal setting (Dewanto, 2022).

Furthermore, BPN, being the authority overseeing land management, plays a crucial role in overseeing the proper execution of rights transfers as the law states. Official land title registration through the issuance of certificates is a key mechanism in safeguarding legal certainty and the rights of landowners (Prasetyorini, 2021). However, without AJB, this administrative process often encounters obstacles, especially in cases of disputes or the absence of the seller.

Research shows that public awareness of the importance of AJB and land registration is still low. Therefore, more proactive education and policies are needed to encourage people to follow the correct legal procedures, to ensure legal certainty over the land they own (Setiawan, 2021; Sinaga, 2007)

The study begins by examining a legal case outlined as documented under Decision No. 18/Pdt.G/2024/PN Tlg in Tulungagung Regency, involving the fraudulent sale of certified land. The seller disappeared after transferring the certificate to the buyer, creating hurdles in the title transfer process due to the lack of seller's presence or signature. The research seeks to analyse the legal resolution in transferring ownership of the land in cases where the seller's whereabouts are unknown, and explore the National Land Agency's involvement in resolving such disputes.

This study aims to aid in the advancement of land sector policies by exploring these matters, with a focus on establishing more flexible and inclusive procedures for the community. Furthermore, the research emphasises the significance of aligning customary law traditions with formal legal frameworks in addressing land conflicts, to enhance legal assurance in Indonesia.

This study delves into the handover of ownership rights of certified land in cases where the seller is untraceable, drawing insights from a specific court ruling numbered 18/Pdt.G/2024/PN Tlg. Furthermore, it examines how the status of the land certificate impacts the buyer and their descendants legally. Moreover, it investigates the BPN and its responsibility in guaranteeing legal assurance and efficient administrative procedures in land title transfers.

## **METHOD**

This study employs normative legal research to examine laws, regulations, legal principles, and court rulings pertaining to the handover of land ownership in the context of the case being investigated. This research is descriptive analytical, which provides an in-depth description of the resolution of legal issues in the transfer of land rights, followed by an analysis that connects legal facts with legal theories and rules.

This research uses a normative legal approach to analyse laws and regulations, legal doctrines, and court decisions relevant to the transfer of land rights in the case under study. This study utilises two main research approaches, known as the statutory approach and the case method. The statutory approach focuses on reviewing rules pertaining to land rights transfer, including the Basic Agrarian Law (UUPA) and Government Regulation No. 24 of 1997, while the case method involves analysing Court Decision No. 18/Pdt.G/2024/PN Tlg.

The study draws upon primary legal sources such as statutory laws, regulatory frameworks, and judicial decisions, along with secondary legal sources like books, journals, and literature on agrarian law. The qualitative data is gathered through library research, involving the examination of primary and secondary legal sources and court decision documents.

Qualitative data analysis methods involve a series of steps, starting with identifying the data to comprehend the legal problems at hand. The next stage involves interpreting relevant laws and legal principles. After that, evaluating the interpretation results is necessary to determine the applicability of laws and court decisions to the problems under consideration. Ultimately, conclusions are drawn based on the analysis outcomes. By following this structured method, the goal is to offer a thorough and pertinent resolution to the legal issues being examined.

## **RESULTS AND DISCUSSION**

### **Settlement of Sale and Purchase of Certified Land with Unknown Seller Based on Court Decision Number 18/Pdt.G/2024/PN Tlg**

In the context of legal certainty theory, the court decision provides legal recognition that even though the sale and purchase was conducted privately, the validity of the transfer of rights is recognised based on the evidence presented. This shows that legal certainty for buyers can be restored through the judicial mechanism.

Legal certainty is a basic principle in legal theory that emphasises the need for clear, predictable and stable legal norms. In Gustav Radbruch's view, legal certainty is very important for the law to function effectively. Without legal certainty, individuals cannot rely on legal norms due to the uncertainty arising from arbitrary changes in the law. Radbruch emphasised that legal certainty provides protection to individual rights and creates a sense of security in interacting with the law (Siahaan et al., 2024). In addition, Hans Kelsen in his Pure Law Theory also argues that legal certainty arises from the clarity and logical structure of the legal norms themselves. According to Kelsen, the law must be applied consistently and as prescribed by the prevailing rule in order to ensure certainty for the parties involved in a transaction (Sembiring & Saragih, 2024).

Within the framework of land sales, legal certainty relies heavily on the fulfilment of formal and administrative requirements. Formal requirements include the existence of a Sales and Purchase Deed executed before a Land Deed Official (PPAT), which serves to ensure that the transaction is legally binding (Wicaksana et al., 2022). PPATs have an important role in verifying the authenticity of the transaction, which provides protection to the parties involved, as well as preventing future legal disputes from occurring (Widiyono & Khan, 2023). On the other hand, administrative requirements such as land registration with the National Land Agency (BPN) are equally important. This registration confirms that the land rights have been lawfully transferred and publicly recognized (Siahaan et al., 2024). In addition, this registration also protects the buyer's rights from potential claims by other parties in the future.

While legal certainty is indispensable in protecting property rights, it is also important to remember that an overly rigid legal framework can pose challenges in dealing with changing situations or in resolving disputes effectively. Accordingly, achieving equilibrium between legal certainty and legal flexibility becomes a necessity to achieve fairness and create a legal system that is responsive to social and economic changes. This flexibility allows the law to adapt to the dynamics at hand, while legal certainty is maintained to provide the protection needed by society (Widiyono & Khan, 2023).

Court decision No. 18/Pdt.G/2024/PN Tlg has a significant impact on the buyer's legal certainty because it validates a sale and purchase transaction that previously did not have an

authentic PPAT deed. With this decision, the buyer or his heirs obtain strong legal recognition of land ownership, which is the basis for processing the title transfer at the BPN. This reflects legal protection for good faith buyers and ensures that land ownership status is free from future disputes.

In 1984, KHS and his wife, acting on behalf of the plaintiff's parents, acquired land from SA in Tunggulsari village, Kedungwaru sub-district, Tulungagung Regency. The land, with ownership certificate number 85 and a size of 2,450 m<sup>2</sup>, was owned by SA. The agreed selling price for the land was "Rp". 30,000,000.00 and the plaintiff's parents provided the money to KHS and his wife. SA, the seller, transferred the ownership certificate to the plaintiff's parents. The transaction was recorded only in an SPPT from the local administrative village.

Many individuals who are still not acquainted with the procedures involved in transferring land ownership believe that simply presenting a paid receipt or Tax Notification Letter (SPPT) is enough to transfer the name on the land certificate. However, in addition to receiving the SPPT, it is also required to prepare a legal document transferring the ownership of the land from the former holder of rights to the new titleholder. If the transfer is done through a sale, an official sale deed (AJB) must be created in the presence of a PPAT, as specified in Government Regulation No. 24 of 1997 regarding Land Rights Transfer. This regulation dictates that the transfer of land rights needs to be documented in a deed by a PPAT in order to be officially recorded (Rini, 2023).

Ensuring the validity of land transactions in Indonesia involves strict adherence to legal protocols, thus minimising the risk of future legal conflicts. Misunderstandings about these procedures can lead to serious legal issues, as some parties may assume that a transaction receipt or receipts are sufficient for the transfer of rights to be valid (Hartawan et al., 2024). The ownership of the land that has been transferred will not be legally acknowledged without a valid sale and purchase agreement. This emphasises the significance of the PPAT in creating the AJB, which acts as legitimate proof that the transaction has been conducted in compliance with the law and is officially recognised by the state (Istanti & Khisni, 2017).

Not complying with these procedures may result in legal uncertainty, especially in the event of disputes after the transaction, such as when one of the parties dies or the transferred land becomes disputed (Hartawan et al., 2024; Prakoso & Adonara, 2024). If the buyer does not have a registered AJB, their land ownership claim is invalid, as registration at the Land Office is an absolute requirement for legal recognition of land ownership (Ginting & Djaja, 2023; Prakoso & Adonara, 2024). On the other hand, there is a perception that in some rural areas, where access to formal procedures is limited, informal agreements and acceptance may be sufficient. However, this view risks undermining existing legal protections and may exacerbate possible disputes over land ownership.

In the matter of Decision No. 18/Pdt.G/2024/PN Tlg, the transaction for the land transfer took place without a legitimate deed (AJB) being completed by a PPAT. As per the stipulations outlined in government regulations number 37 of 1998 and number 24 of 2016 regarding the role of a land deed creator, section 1 specifies that a PPAT, or a land deed maker, is an official with the authority to draft official documents for specific legal transactions involving land or apartment ownership rights (Pugung, 2021). Article 1 refers to the following legal actions:

1. Buying and selling
2. Exchange
3. Grant
4. Entry into the company
5. Sharing of joint rights
6. Division of building use rights

## 7. Granting the power of attorney to impose a mortgage

PPAT plays a crucial role in verifying the legality of land transactions by producing AJB, as mandated by Government Regulation No. 24 of 1997. Through the authority granted to PPAT in land transactions and the legal validation of AJB, transactions facilitated by PPAT are expected to be devoid of any legal complications, whether genuine or fabricated. Land rights certificates are issued to give holders of land, apartment units, and other registered rights a sense of legal security and safeguard their ownership rights, making it easier for them to assert their ownership (Santoso, 2017). The SPPT document is only issued as confirmation of tax payment obligations for land, and cannot be considered as valid evidence of ownership for the purpose of transferring the title of the land certificate. On the other hand, the main function of SPPT is to indicate the amount of PBB debt that must be settled by the taxpayer within a specified timeframe. Therefore, SPPT only serves as proof of tax payment for land and buildings, not as evidence of ownership. In contrast, the ownership of land or buildings is proven by a certificate which details the type of rights (such as ownership or building use rights), location, land area, boundaries, certificate number, measurement letter, its number, and other relevant details, all of which are addressed to the owner of the land rights.

Land registration serves as a method for the government to gather information regarding land ownership. This information gathering is crucial to ensure that all land in Indonesia is properly owned and does not become neglected or lead to conflicts over land rights. In order to streamline the process of land registration, the government has established certain principles outlined in article 2 of government regulation number 24 of 1997. The following breakdown discusses these principles in detail (J. J. Sembiring, 2010):

1. The aim of simplicity in land registration is to ensure that interested parties, particularly land rights holders, can easily grasp the main provisions and procedures.
2. The principle of safety highlights the importance of organising land registration carefully and meticulously to ensure legal certainty aligning with the objectives of the process.
3. The principle of affordability focuses on ensuring that land registration remains accessible to those in need, particularly by considering the financial capabilities of economically disadvantaged groups.
4. The principle of being up-to-date emphasises the significance of maintaining comprehensive and current data in land registration procedures.
5. The open principle is designed to enable the public to access accurate land data whenever needed through the provision of information to all.

Land registration is aimed at ensuring the legal and land rights certainty. The main purpose is to provide land rights holders with the means to easily verify their ownership of a specific piece of land through the issuance of a land rights certificate. According to Government Regulation No. 24 of 1997, a certificate serves as a solid evidence of the right to a particular land plot by confirming the consistency of physical and legal data with the information in the measurement letter and land register (Sutedi, 2023). Due to the certificate serving as a robust piece of evidence for establishing ownership, it ensures legal assurance regarding the individual holding property rights over the land. This legal assurance provides protection to the person mentioned in the certificate as the rightful owner of the land. Indonesia has adopted a land registration system that leans towards negativity but shows positive inclinations. This means that although the system allows for claims to be made in recognition of land rights, the government actively seeks to verify these claims in order to provide legal assurance to those who are genuinely entitled to the land. As a result, individuals listed in the land register can still face legal action.

The goal of land registration is to ensure legal certainty by issuing certificates to rights holders and promoting organized land management (Diatnika & Mahendrayana, 2022).

Therefore, it is essential to change the name when transferring land ownership to prevent conflicts and adhere to current rules. Without registering a land title certificate, the original owner will not be legally protected because the certificate still bears the name of the previous owner. It is mandatory to specify land rights when applying for a transfer of ownership license. The authorization for the transfer of ownership rights is documented in the certificate. According to Court Decision No. 18/Pdt.G/2024/PN Tlg, the agreement for the sale and purchase of the property between the seller and the buyer did not include a formal deed, resulting in the certificate still being under the name of SA, the seller. A year after acquiring the land, the parents of the plaintiff KHS, the buyer, attempted to obtain a new certificate under the buyer's name. Unfortunately, this was not possible as the whereabouts of the seller SA were unknown and there were no known descendants or heirs.

The court ruling in Case No. 18/Pdt.G/2024/PN Tlg regarding a sale and purchase agreement is a significant milestone in land law, specifically in cases where land transactions are not conducted through official channels at PPAT. This decision highlights the role of the court in legitimising land rights transfers, enabling the registration of property ownership at BPN based on judicial decisions. It demonstrates that adherence to formal legal procedures can ensure legal validity, even when administrative protocols are not followed initially.

From the moment it is pronounced until it is carried out, a court ruling holds legal weight and compels the involved parties to acknowledge and adhere to its validity (Sutedi, 2023). In order to ascertain the rightful owner of the land, it is essential for the court to make a ruling. The final decision made by the court will determine the genuine owner of the property among the disputing parties. The individual who inherited KHS (the purchaser) filed a lawsuit in the Tulungagung Regency Court against SA (the seller). The individual requested for the court to officially acknowledge the transaction of the land with the SPPT. As per Article 55 paragraph (2) of Government Regulation Number 24 of 1997 concerning land registration, it is mentioned that modifications to land registration information can be approved by a party with a vested interest following a court ruling that is irrevocable or with a copy of the decision from the respective court chairman submitted to the head of the land office.

After taking legal action by taking the matter to court in Tulungagung, the judges found in decision No. 18/Pdt.G/2024/PN Tlg that the plaintiffs had shown that the land in question belonged to their parents through a legitimate sale and purchase. As a result, the judges ruled in favour of the plaintiffs and instructed the ATR office of the National Land Agency in Tulungagung to change the ownership of SHM No. 85 certificate to the buyer or their descendants. And the verdict was rendered by *verstek* without the presence of the defendant.

The Ministry of Agrarian Affairs and Spatial Planning oversees land affairs nationally through the National Land Agency, which plays a crucial role in assisting the president with land administration in compliance with laws and regulations concerning land use, ownership, rights, measurement, registration, and other relevant matters outlined in presidential policies (Chandra & Gunadi, 2024). The National Land Agency is in charge of setting regulations for land control and management, formulating land ownership policies according to the societal impact of land, carrying out surveys and cartography for land registration, overseeing land rights, driving research and innovation in the realm of land, delivering training for employees, and addressing any additional duties designated by the president (Prasetyorini, 2021).

According to Article 125, paragraph (1) of the Regulation by the Minister of Agrarian Affairs or the Head of the National Land Agency of Indonesia in 1997, any changes to land registration data must be based on Court Decisions or rulings, and other public registers. Only after the court decision has permanent legal force and a copy of the execution minutes is received from the district court clerk, the changes can be recorded. Therefore, the plaintiff

can initiate the administrative process to transfer the ownership of Certificate of Ownership Number 85, covering 2,450 m<sup>2</sup> from SA to the plaintiff's parents or the plaintiff at the National Land Agency of Indonesia. With the binding legal force of the court decision, the transfer of ownership for certificate number 85, covering an area of 2,450 m<sup>2</sup> under the name of SA, can be processed at the ATR office of the National Land Agency in the Tulungagung Regency.

### **Status of Land Certificate Ownership Based on Court Decision Number 18/Pdt.G/2024/PN Tlg**

The transaction of land involves a civil legal action that originates from an agreement. It is a formal agreement that is usually done to transfer ownership rights to a property, such as land. The process of buying and selling land is essentially a civil legal transaction that involves two parties with different roles - the seller who is obligated to transfer the land and receive payment, and the buyer who is obligated to pay the price and receive the land in return. However, in fact, there are other legal events in the sale and purchase of land, namely state administrative law, which means that it is not formal and is marked by the presence of PPAT.

At present, the idea of buying and selling involves a legal agreement in which one party agrees to transfer an item to another party in return for a set payment, as described in Article 1457 of the Civil Code. This contract is binding and obligates both parties to fulfill their obligations as stated.

According to the court ruling No. 18/Pdt.G/2024/PN Tlg, the plaintiff claimed that KHS's parents and the defendant SA had reached an agreement on selling the land for a price of 'Rp'. 30,000,000.00 (thirty million rupiah), and it was reported that KHS's parents had handed over the money to SA. Meanwhile, the defendant SA as the seller handed over the Certificate of Title No. 85 with an area of 2,450 m<sup>2</sup> in the name of SA to KHS, the plaintiff's parent. This was corroborated by evidence in the form of 2 witnesses and letters of evidence, including photocopies of the original Certificate of Title No. 85, 2,450 m<sup>2</sup> in the name of SA, Tunggul Sari village, Kedungwaru sub-district, Tulungagung Regency. And there is also evidence of tax notification letter payable on behalf of HS.

The court ruling No. 18/Pdt.G/2024/PN Tlg asserts that having control over land through tax payments and owning Certificate of Title No. 85 with an area of 2,450 m<sup>2</sup> registered under SA, who has had control over it since childhood. According to Article 1458 of the Civil Code, a sale occurs when both parties agree on the goods and their price, even if the goods are not delivered or payment is not made. Therefore, with the transfer of Certificate of Title No. 85 to the plaintiff's parents, it can be inferred that a land sale agreement was made between the parents, KHS, and SA.

According to Article 1320 of the Civil Code, for an agreement to be binding, it must be mutually agreed upon by all parties. This implies that written documentation is not mandatory as long as both parties agree to the terms of the contract. The essential components of a transaction encompass the legal entities, items, circumstances, occurrences, and connections implicated.

In a sale and purchase agreement, the key components are the items being sold and the agreed-upon prices. Establishing an agreement on both the price and the object of sale is crucial for both the seller and the buyer. If land rights are transferred through a sale and purchase agreement signed by hand, the validity of the agreement is maintained as long as both parties acknowledge the transaction. Nevertheless, this agreement does not have the authority to alter ownership details of the land since it does not comply with the regulations stated in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 regarding Land Registration.

In traditional legal practice, the sale and transfer of land involve exchanging land rights for payment in cash at the same time. This means that once the land is handed over to the buyer and the price is paid to the seller, the transaction is complete, and the buyer becomes the new owner. Even if the sale did not take place before a PPAT, it is still considered valid as long as the agreement between the parties is lawful and does not violate any laws. In this case, the agreement between the parents of the buyer and the seller, SA, is legally binding because it was mutually agreed upon without any coercion or unfair conditions. Furthermore, a transaction involving the buying and selling of land without the presence of a PPAT is still considered legitimate under the Basic Agrarian Law (UUPA) which derives its authority from traditional customs. Despite being legally recognised, a land transaction conducted outside of a PPAT's supervision may not provide the necessary legal protection for the rightful owner.

The Supreme Court ruling allowed for land to be legally transferred without the need for a Land Deed Official (PPAT), as stated in Decision No. 153 PK/PDT/2005. This decision confirmed the validity of land transactions that did not involve a PPAT. Additionally, Decision Number 952/K/SIP/1975 highlighted that land sales and purchases can still be considered valid even without the presence of a PPAT, as long as they adhere to the requirements outlined in the Civil Code or Customary Law, in accordance with established Supreme Court principles.

Legal validity may be attached to the transfer of land ownership under specific conditions or without the involvement of a Land Deed Official (PPAT), as long as it meets the requirements outlined in Article 1320 of the Civil Code.

As stipulated in Article 1320 of the Civil Code, the validity of an agreement depends on the fulfillment of four essential elements: (1) the consent of the parties involved; (2) their legal capacity to enter into a contract; (3) a clearly defined subject matter; and (4) a lawful and permissible cause.

As stated by the plaintiffs in Court Decision No. 18/Pdt.G/2024/PN Tlg, the arguments of the lawsuit stated that the parents of the plaintiffs KHS and the defendant SA had agreed on the sale price of the land in the amount of "Rp" (thirty million rupiah). 30,000,000.00 (thirty million rupiah) and it was known that the parents of the KHS plaintiffs had given the money to SA (the seller). Meanwhile, the defendant SA as the seller had handed over the Certificate of Title No. 85 with an area of 2,450 m<sup>2</sup> in the name of SA to KHS, the plaintiff's parent, and this has been proven by letter evidence in the form of a photocopy of the original Certificate of Title No. 85 with an area of 2,450 m<sup>2</sup> in the name of SA in Tunggul Sari village, Kedungwaru sub-district, Tulungagung Regency. Evidence of tax notification letter payable on behalf of HS and 2 witnesses. In relation to the above explanation of the law on the sale and purchase of land without a Land Deed Official (PPAT) deed, the sale and purchase of land is legally considered to have taken place between the plaintiffs' parents and the defendant SA as the seller so that the sale and purchase of the land is legally valid.

Prior to delving into the ownership status of the land certificate in Court Decision Number 18/Pdt.G/2024/PN Tlg, it is important to address the topic of inheritance. Inheritance law falls under family law and is intricately linked to the course of human existence as every individual will eventually encounter the legal process of death. Despite the various interpretations of inheritance law by scholars, the crux of their argument remains consistent in defining inheritance law as a legal framework that dictates the transfer of assets from the deceased to their beneficiaries (Suparman, 2022). Another explanation of inheritance law is a collection of rules governing the wealth left by the heir and the consequences of this transfer for the people who get it, both between their relationships with them, as well as in the relationship between them and third parties. The heir himself is a person who dies and leaves property to others. While the heir is a person who is entitled to property or inheritance from the testator who is called the recipient of rights based on general rights (Arif, 2021). In Court



Decision Number 18/Pdt.G/2024/PN Tlg, it has been proven by the plaintiffs in the form of an authentic letter confirming the birth of the plaintiffs and in accordance with the evidence of the inheritance certificate and the evidence of the heir's statement which supports each other with the testimony of the plaintiff's witnesses that the plaintiffs are children born to a married couple, namely the late Mr KHS and the deceased Mrs M.

Under Article 830 of the Civil Code, inheritance is not established until the death of the person concerned. The plaintiffs, as the heirs of their late parents KHS and his wife, have inherited the land parcel number 85 measuring 2,450m<sup>2</sup>. This is supported by copies of the death certificates for KHS and M, as well as inheritance documents and statements from the heirs. As the testator has passed away, the plaintiffs are now rightful heirs to their deceased parents' property.

Court decision No. 18/Pdt.G/2024/PN Tlg concretely provides legal certainty for buyers and their heirs, who were initially hampered in the administrative process of transferring the name of the certificate due to the absence of AJB. The implication of this decision for land law is the strengthening of the role of the court as a means of dispute resolution and validation of land sale and purchase transactions outside formal procedures, without compromising the principles of legal certainty and the legal protection afforded to landowners in good faith.

This study represents the latest developments in the field of legal resolution concerning the transfer of land rights in cases where the seller cannot be located. Past research has predominantly concentrated on the formal processes involved in transferring land rights, such as the creation of a Sale and Purchase Deed (AJB) before a Land Deed Official (PPAT), which is seen as essential to guarantee legal certainty. Nevertheless, there is a scarcity of studies that specifically deal with the transfer of certificates in exceptional circumstances, such as when the seller goes missing or their whereabouts are unknown. This research fills this void by analysing the case study of Decision No. 18/Pdt.G/2024/PN Tlg, in which the court acts as an instrument to validate the transfer of land rights, even though the transaction was conducted without AJB. This research shows how legal certainty can still be given to a good faith purchaser through litigation, as well as how the role of the National Land Agency (BPN) in processing the certificate name change based on a court decision. As such, this research contributes to the development of agrarian law, particularly in providing a new understanding of the legal settlement of land rights transfers outside the formal administrative procedures commonly applied. In addition, this research can be a practical reference for policy makers in drafting regulations that are more adaptive to various complex land issues.

## CONCLUSION

According to the study findings, it can be determined that the resolution of changing the name of the transaction involving certified land with an unidentified seller, as indicated in Court Decision Number 18/Pdt.G/2024/PN Tlg, is achieved through legal proceedings in court. Even though the purchase was carried out without a Sale and Purchase Deed (AJB) in front of a PPAT, the court approved the land rights transfer based on proof of payment, certificate submission, and witness statements. This ruling offers assurance to the purchaser or their successors, serving as the groundwork for the National Land Agency (BPN) to facilitate the certificate transfer in compliance with the existing laws.

In this scenario, the BPN plays a crucial role in guaranteeing stability in land management. Despite any formal hurdles, such as the seller's absence, the BPN can proceed with the title transfer process thanks to a court ruling with enduring legal validity. This research also emphasises the need for legal education to the public on the importance of complying with formal procedures in the sale and purchase of land, particularly the making of AJB before a PPAT, to prevent future disputes. In addition, more adaptive and responsive

policies are needed from the government and BPN to simplify administrative procedures in similar cases without having to go through a lengthy judicial process. Thus, this research provides a practical contribution to the strengthening of legal certainty in land sale and purchase transactions, especially in dealing with cases that do not fulfil formal procedures.

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