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Study of the Cancellation of the Deed of Sale and Purchase Agreement By the Court of Consequences Act against the law (Case Study of Decision Number 55/Pdt.G/2022/Pn.Dpk)

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Abstract: The Sales and Purchase Agreement (PPJB) is a crucial legal instrument in property transactions in Indonesia, but its cancellation by the court creates significant legal complexity for legal certainty and investor protection. This study analyzes the court's legal considerations in canceling a PPJB deed due to unlawful acts through a case study of Decision Number 55/Pdt.G/2022/PN.DPK which was upheld at the cassation level, using normative juridical methods and a descriptive analytical approach to examine the consistency of the application of contract law and the effectiveness of legal protection for land title holders. The research findings show a fundamental inconsistency in the court's decision, which declared the plaintiff a good-faith buyer in the conventional case, but in the counter-conventional case, declared the plaintiff to have committed a breach of contract with disproportionate sanctions in the form of cancellation of the agreement and loss of payment of Rp. 2,320,000,000. This contradiction indicates a systemic weakness in distinguishing the concepts of default and unlawful acts, a disregard for the principle of proportionality of sanctions, and the ineffectiveness of available legal protection mechanisms because the land registration system can be canceled based on inconsistent considerations. This study concludes the need for reformulation of the judicial approach in handling PPJB disputes through the development of a consistent, proportional, and just legal framework to maintain public trust in the legal system and support a healthy and sustainable property investment climate.

Keywords: Cancellation of Agreements, Unlawful Acts, Legal Protection

INTRODUCTION

The profession of notary as a public official has a strategic role in ensuring legal certainty through the creation of authentic deeds which form the basis for various legal transactions in society. (Siombo & Davinia, 2022) As holders of the "nobile officium," notaries function not only as preparers of administrative documents, but also as guardians of the integrity of the legal system, connecting statutory provisions with the practical needs of the community. In the context of property sales and purchase transactions, notaries have the authority to draft Sales and Purchase Agreements, which serve as binding legal instruments before the execution of the definitive sale and purchase deed before the Land Deed Making

Officer. (Journal & Law, 2024) A Sales and Purchase Agreement (PPJB) is a legal construct that arises from the practical needs of property transactions where the conditions for the sale and purchase have not been fully met. This condition can be caused by various factors such as unpaid payments, incompleteness of the object being sold, or the failure to fulfill certain administrative requirements. Nevertheless, a PPJB must still fulfill the requirements for a valid agreement as stipulated in the Civil Code, namely the existence of an agreement between the parties, the capacity to enter into a contract, certain agreed matters, and a lawful cause.

Complex issues arise when the implementation of a PPJB encounters obstacles that lead to legal disputes, particularly when one party commits an unlawful act that results in losses for the other party. In judicial practice, the court has the authority to annul a PPJB deed if it is proven that one of the parties has committed an unlawful act. This annulment not only impacts the contractual relationship between the parties but also has broad legal consequences, including affecting the ownership status of the contracted object and legal protection for parties acting in good faith. Decision Number 55/Pdt.G/2022/PN.DPK is an interesting case to study because it illustrates the complexity of the PPJB cancellation issue due to unlawful acts. In this case, the court decided to annul the PPJB deed with all its legal consequences after considering the existence of a breach of contract by one of the parties. This decision was later upheld by the Bandung High Court and the Supreme Court through cassation, demonstrating the consistency of the legal perspective on the cancellation of agreements due to unlawful acts. (Agustin et al., 2025).

The phenomenon of PPJB cancellations by courts raises fundamental questions about the effectiveness of legal protection for parties, particularly land title holders who have acted in good faith in fulfilling their obligations. Furthermore, it is necessary to examine whether the legal considerations used by the courts in canceling PPJBs are in accordance with the principles of contract law and provide justice for all parties involved. This study becomes increasingly relevant given the increasing complexity of property transactions in Indonesia and the potential for disputes that may arise from the implementation of PPJBs. (Hasibuan, 2021).

Based on the background outlined above, this research focuses on two main issues that require in-depth study. First, whether the legal considerations used by the court in annulling a Sale and Purchase Agreement due to an unlawful act comply with applicable legal provisions and principles of justice. Second, what forms and mechanisms of legal protection are available to land title holders facing the cancellation of a Sale and Purchase Agreement by the court, particularly in the context of Decision Number 55/Pdt.G/2022/PN.DPK.

This study aims to comprehensively analyze the legal considerations used by courts in deciding to annul a PPJB deed due to unlawful acts, by evaluating its compliance with the provisions of contract law, civil law, and the principles of justice applicable in the Indonesian legal system. Furthermore, this study also aims to identify and analyze the legal protection mechanisms available to land title certificate holders facing PPJB cancellations, including legal remedies that can be taken to obtain justice and adequate compensation. Through a review of Decision Number 55/Pdt.G/2022/PN.DPK, this study also aims to provide a deeper understanding of the legal dynamics in PPJB dispute resolution, as well as provide recommendations for improving the legal system and judicial practices in handling similar cases in the future.

Theoretically, this research makes a significant contribution to the development of legal science, particularly in the fields of contract law and property law. An in-depth study of the cancellation of a PPJB due to unlawful acts will enrich Indonesian legal literature with a comprehensive analysis of the interaction between contract law, tort law, and property law. This research can also serve as an academic reference for the development of legal theories related to legal protection in property transactions and the effectiveness of dispute resolution mechanisms through judicial institutions. From a practical perspective, this research provides

substantial benefits to various stakeholders in the Indonesian legal system. For legal practitioners, this research can serve as a guide in handling PPJB cancellation cases and provide a better understanding of legal arguments that can be used to defend the interests of clients. For notaries, as public officials, this research can provide insight into important aspects that need to be considered in preparing a PPJB to minimize the risk of future cancellation.

For the general public, particularly those involved in property transactions, this research can enhance understanding of rights and obligations under PPJB (Contract of Sale and Purchase Agreement) and the legal protection measures that can be taken when facing disputes. Furthermore, for policymakers and judicial institutions, this research can serve as a consideration in formulating regulations that are more responsive to the dynamics of property transactions and improve the quality of court decisions in similar cases. More broadly, this research contributes to strengthening the Indonesian legal system by providing optimal protection for parties in property transactions, while simultaneously encouraging the creation of a conducive investment climate through greater legal certainty. Thus, this research has not only academic value but also high practical relevance in supporting national economic development through a healthy and sustainable property sector.

RESEARCH METHODS

Types and Approaches of Research

This research uses a normative juridical approach with a descriptive analytical method. The normative juridical approach was chosen because this research aims to examine and analyze legal norms written in applicable laws and regulations, specifically related to the cancellation of sales and purchase agreements due to unlawful acts. This method allows researchers to explore and understand the interaction between legal norms and legal facts that occur in practice, as well as how these norms are applied in concrete cases. Analytical descriptive research is applied to describe and analyze legal phenomena in detail and comprehensively. This approach not only focuses on describing existing circumstances or phenomena, but also analyzes the relationships, patterns, and causes and effects found in cases of cancellation of sales and purchase agreements. Through the combination of these two approaches, the research can provide an in-depth understanding of the legal aspects underlying court decisions in the cases studied.

Research Object and Focus

The main objects of this research are the Depok District Court Decision Number 55/Pdt.G/2022/PN.DPK, the Bandung High Court Decision Number 204/PDT/2023/PT.BDG, and the Supreme Court Decision Number 2134 K/Pdt/2024. The focus of this research is directed at a legal analysis of the judge's considerations in deciding to cancel the sale and purchase agreement deed, especially the element of unlawful acts committed by the parties in the process of making the deed. This research examines in depth how the legal principles contained in the Civil Code, specifically Article 1338 concerning good faith in agreements, are applied in this case. In addition, the research also analyzes the responsibilities of notaries in the deed-making process and the legal consequences arising from inaccuracy in carrying out their duties and authorities.

Data Sources and Types

This study uses secondary data consisting of three categories of legal materials. Primary legal materials include laws and regulations that have binding force, namely the Civil Code, Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, Law Number 48 of 2009 concerning Judicial Power, Government Regulation Number 24 of 1997 concerning Land Registration, and the Notary Code of Ethics.

Secondary legal materials are in the form of legal literature that provides explanations and analysis of primary legal materials, including legal textbooks, scientific journals, legal articles, and scientific works relevant to the research topic. Tertiary legal materials consist of legal dictionaries, legal encyclopedias, and other sources that provide definitions and explanations of legal terms used in the research.

Data collection technique

Data collection techniques were conducted through document study by analyzing relevant legal documents. The data collection process began with an inventory of all court decisions subject to the study, followed by an in-depth review of the legal considerations used by the panel of judges at each level of the court system. Data collection also involved identifying and analyzing the laws and regulations that formed the basis for the legal considerations in these decisions. This process was carried out systematically by categorizing the data based on the legal aspects studied, such as contract law, notary liability, and unlawful acts.

Data Analysis Techniques

The data analysis used a qualitative method with a legal interpretation approach. The analysis technique began with a complete chronology of the case, including identification of the parties involved, relevant legal facts, and the process of drafting the disputed sale and purchase agreement deed. Each stage of the legal process was analyzed in detail to understand the legal dynamics that occurred. The legal considerations by judges at each level of the court were comprehensively analyzed by linking them to applicable legal provisions. This analysis included an examination of the application of the principles of contract law, the principle of good faith, and provisions on unlawful acts. Each legal argument put forward by the parties and the judge's considerations were evaluated based on their compliance with applicable legal doctrine and jurisprudence. The legal consequences arising from the cancellation of the sale and purchase agreement deed were analyzed from various aspects, including criminal, civil, and administrative sanctions that could be imposed on the notary and the parties involved. The analysis also included long-term implications for notarial practice and legal protection for the public using notary services.

Validity and Validity of Data

To ensure the validity of the data, this study employed source triangulation by comparing information obtained from various legal sources. Every legal fact and interpretation presented must be supported by credible and academically sound sources. Data validity was also ensured through cross-checking of court decisions with the laws and regulations that serve as the basis for legal considerations. Consistent application of legal principles in each decision is an important indicator in assessing the validity of the analysis. Data verification was carried out repeatedly to ensure the accuracy and completeness of the information used in the study.

RESULTS AND DISCUSSION

Case Analysis of Decision Number 55/PDT.G/2022/PN.DPK

Case Description and Background of the Dispute

The dispute in case No. 55/PDT.G/2022/PN.DPK involves PURYANTO as plaintiff and Lusy Hariati as defendant in a complex land sale and purchase transaction. The case began with a seemingly simple transaction but contained significant layers of legal complexity. PURYANTO, a retiree investing in property for his future, faced a situation where the seller later reneged on the transaction and even reported the matter to the police. The transaction involved three plots of land with a total value of Rp. 12,536,000,000, of which PURYANTO

had paid Rp. 2,320,000,000 in several installments.(Yana Sukma Permana, 2022)Payments were made in installments from May 2020 to June 2021, using a combination of cash and bank transfers. The complexity of this case increased when the defendant denied the existence of the sale and purchase transaction, which had been documented in a notary's deed of sale and purchase agreement. An interesting aspect of this case is the social and economic dynamics reflected in property transactions in Indonesia. The two parties involved were retirees with divergent economic interests—one as an investor and the other as a seller who later reneged on the transaction. This illustrates the challenges in property transactions, where trust and transparency are crucial.(Astarina & Susanto, 2024).

Legal Journey of the Case

The legal journey of this case through three levels of court demonstrates the complexity of legal interpretation in disputes over binding sale and purchase agreements. At the first instance in the Depok District Court, the panel of judges granted the plaintiff's lawsuit, declaring that the plaintiff was a good-faith buyer and that the defendant had committed an unlawful act. This decision was based on the consideration that there was evidence indicating a valid transaction and that payment had been made. However, in the counterclaim filed by the defendant, the court granted part of the lawsuit, declaring the plaintiff to have committed a breach of contract. This creates a contradiction in the same decision, where on the one hand the plaintiff was declared a good-faith buyer, but on the other hand, it was declared to have committed a breach of contract. The court decided to annul the binding sale and purchase agreement and the deed of sale and declared that the money paid belonged to the defendant as compensation.(Kusuma, 2024).

On appeal at the Bandung High Court, the first instance decision was upheld, emphasizing the principles of justice and protection of the injured party. The defendant appealed, arguing that there was no element of fraud in the transaction and that the plaintiff should have conducted more thorough due diligence. However, the panel of appellate judges deemed these arguments insufficient to overturn the first instance decision. The legal process ended at the Supreme Court with a cassation decision, which rejected the defendant's appeal. The Supreme Court emphasized that the cassation cannot be used to re-examine facts already decided at the previous level and that the decision was correct in accordance with applicable law.(Yoseph et al., 2024).

Legal Considerations for Cancellation of a Deed of Sale and Purchase Agreement

Legal Basis for Cancellation of Agreement

The cancellation of the sale and purchase agreement in this case was based on several fundamental legal grounds in the Indonesian civil law system. The court's primary consideration was the provisions of the Civil Code concerning the requirements for a valid agreement, particularly regarding the element of an agreement free from defects of will such as fraud and error.(Jl et al., 2025). In its decision, the court considered the existence of an unlawful act committed by one of the parties, which then became the basis for canceling the agreement that had been made. The concept of unlawful act in this context is not only limited to violations of statutory provisions, but also includes violations of morality and caution that should be observed in social interactions. An interesting aspect of this legal consideration is how the court balances the protection of buyers in good faith with upholding the principle of justice for all parties. In this case, although the plaintiff was declared a buyer in good faith, the court still considered the aspect of breach of contract committed in the implementation of the agreement.(Oktamiarsa & Andraini, 2024).

Analysis of the Concept of Default versus Unlawful Acts

One of the complex aspects of this case is the distinction between the concepts of breach of contract and tort. In this decision, the court faced a situation where there was an overlap between the two concepts, raising questions about the proper categorization of the actions taken by the parties. A breach of contract essentially relates to the failure to fulfill obligations arising from an agreement, while a tort relates to actions that harm others outside the contractual relationship. In this case, the court faced a situation where the same action could be categorized as a breach of contract within the context of the contractual relationship and simultaneously as a tort in a broader context.(Ii & H, 2023).

The court's considerations indicate that the approach taken places greater emphasis on the unlawful act, particularly regarding the denial of the transaction and the reporting to the police. This suggests that the court views these actions not only as contractual breaches but also as actions that harm the other party more broadly. However, this approach raises questions about the consistency of the law's application. If the primary focus is on breach of contract, then the appropriate solution should be compensation or improved contractual performance, not the cancellation of the agreement altogether. Conversely, if the focus is on the unlawful act, then the cancellation of the agreement becomes more justifiable.(Budjang, 2024).

Implications of the Decision for Legal Practice

The ruling in this case has significant implications for legal practice in Indonesia, particularly in property transactions. It demonstrates that courts will protect parties acting in good faith, but also emphasizes that such protection is not absolute if there is an element of breach of contract.(Setiawan, 2025)From the perspective of notarial practice, this ruling emphasizes the importance of caution in drafting a deed of sale and purchase agreement. Notaries must ensure that all parties understand the consequences of the agreement and that it does not contain any elements that could give rise to future disputes. For legal practitioners, this ruling demonstrates the need for a thorough understanding of the differences between breach of contract and unlawful acts, as well as appropriate strategies for dealing with cases containing both elements. This ruling also emphasizes the importance of strong evidence in proving good faith or otherwise in a sale and purchase transaction.(Ambarsari et al., 2025).

Legal Protection for Land Title Certificate Owners

Principles of Protection in Land Law

The Indonesian land law system provides comprehensive protection for land title holders through various legal mechanisms. This protection is based on the principle of legal certainty, which is one of the primary objectives of the Indonesian land registration system.(Dahlan, Muhammad Kabul, 2024)In the context of the cancellation of a deed of sale and purchase agreement, this protection becomes highly relevant because it concerns the fundamental rights of landowners. The principle of protection in land law encompasses not only the formal aspects of ownership recorded in the certificate, but also the substantive aspects related to the rights inherent in that land ownership. This includes the right to use, utilize, and transfer land rights in accordance with applicable provisions. In the case under review, legal protection becomes complex because it involves a situation where there is a conflict between the rights of the certificate owner and the rights of a good-faith buyer. The court must balance the protection of the legitimate certificate owner with the protection of the buyer who has conducted the transaction in good faith.(Mikraj et al., 2025).

Protection Mechanism Through Land Registration System

The land registration system in Indonesia is designed to provide legal certainty through a publication mechanism and a negative system with binding power.(Maryandi, 2020)This mechanism provides protection for certificate holders through the principle of *nemo plus juris*,

which states that a person cannot grant rights greater than they already possess. In the context of the case studied, the land registration system is relevant because it relates to the legal status of the land being traded. The existence of a land title certificate provides a legal presumption that the certificate holder is the rightful owner, but this presumption can be refuted if evidence to the contrary is available. Complexity arises when transactions involving the transfer of land rights are subsequently annulled by the court. In these situations, the land registration system must be able to provide a solution that protects all parties involved, both the original owner and a good-faith third party.(Oktamiarsa & Andraini, 2024).

Protection of Good Faith Buyers

The concept of a good faith buyer in Indonesian land law has undergone significant development, particularly through Supreme Court jurisprudence. Protection of good faith buyers is a crucial principle in maintaining public trust in the property transaction system. In the case under review, the concept of a good faith buyer is a central issue because it directly relates to the plaintiff's rights. The court must assess whether the plaintiff can be categorized as a good faith buyer based on their actions before and after the transaction.(Khairunsyah et al., 2021).

The criteria for a good faith buyer relate not only to the absence of knowledge of legal defects in the purchased object, but also to the actions taken to ensure the validity of the transaction. This includes document checks, verification of the land's legal status, and other due diligence measures. However, in this case, although the plaintiff was declared a good faith buyer, the court still decided to cancel the agreement due to the element of breach of contract. This demonstrates that protection for good faith buyers is not absolute and must be considered in the context of the entire case.(Yuliska, 2020).

Implications of Certificate Revocation

The cancellation of a land title certificate as a consequence of the cancellation of a sale and purchase agreement has broad legal implications. This cancellation not only affects the parties to the agreement but can also affect third parties who may have an interest in the land. From a land registration system perspective, certificate cancellation raises questions about the stability of the system and public trust in the validity of the certificates. If certificates can be easily canceled, this can create legal uncertainty that is detrimental to the system as a whole.(Jl et al., 2025).

In the case studied, the certificate cancellation was a logical consequence of the cancellation of the agreement underlying its issuance. This demonstrates that while certificates provide a strong presumption of ownership, this presumption can be refuted if there is evidence that the certificate was issued based on a legally flawed transaction. A broader implication of this certificate cancellation is the need to strengthen the verification system in the certificate issuance process. The system must be able to ensure that each certificate issued is based on a legitimate transaction and does not contain elements that could give rise to future disputes.(Marito et al., 2023).

Critical Evaluation of the Decision

Consistency of Decisions in Conventions and Counter-Conventions

One aspect of this decision that requires critical evaluation is the consistency between the decisions in the conventional and counterconventional cases. In the conventional case, the court declared that the plaintiff was a good-faith purchaser and that the defendant had committed an unlawful act.(Mathematics, 2016)However, in the counterclaim case, the court declared the plaintiff to have committed a breach of contract and cancelled the existing agreement. This inconsistency raises questions about the legal logic used by the court. If the plaintiff was a good-faith buyer, how can he be declared to have committed a breach of contract

in the same transaction? Conversely, if the plaintiff has committed a breach of contract, can he still be categorized as a good-faith buyer? Evaluating this consistency is important because it relates to legal certainty and the predictability of court decisions. Inconsistencies in decisions can create uncertainty for the public in conducting similar transactions in the future.(Raypangestu & Gultom, 2022).

Proportionality of Sanctions

Another aspect that requires evaluation is the proportionality of the sanctions imposed in this decision. The cancellation of the agreement and the loss of Rp. 2,320,000,000 in payments constitutes a very severe sanction, especially when compared to other possible alternative sanctions.(Hutasoit & Silviana, 2024)In the context of breach of contract, proportionate sanctions usually take the form of compensation or improved contract performance. Termination of the agreement is usually the ultimum remedium sanction applied when no other alternatives can resolve the dispute. In this case, the court did not provide adequate consideration as to why termination of the agreement was chosen as the sanction, even though other, more proportionate alternatives may have existed. This raises questions about the fairness of the decision, particularly for the party deemed to be a good faith purchaser.(Oke Sonia & Farma Rahayu, 2023).

Impact on Trust in the Legal System

This ruling also needs to be evaluated from the perspective of its impact on public trust in the legal system, particularly in property transactions. Inconsistencies and disproportionate sanctions can raise public doubts about the effectiveness of the legal system in protecting their rights. From the perspective of potential buyers, this ruling can raise doubts about the security of property investments. If a well-intentioned buyer can lose their investment due to the actions of another party, this could discourage investment in the property sector.(Prihantoro Pamungkas & Santosa, 2025).

From the seller's perspective, this ruling can be interpreted as creating a negative incentive to renege on an agreed-upon transaction. If the seller can profit from reneging on a transaction, this could encourage unethical business practices. A comprehensive evaluation of this ruling demonstrates the need to reformulate the courts' approach to handling similar cases. Courts need to develop a more consistent and proportionate framework for handling disputes over binding sales and purchase agreements, particularly those involving buyers in good faith.(Fitriasih, 2021).

CONCLUSION

Based on an in-depth analysis of Decision Number 55/Pdt.G/2022/PN.DPK and its legal process up to the cassation level, it can be concluded that the court's legal reasoning in annulling the Sale and Purchase Agreement contains fundamental inconsistencies that have the potential to undermine legal certainty in property transactions. Although the court declared the plaintiff a good-faith buyer in the conventional case, in the counter-convention, the plaintiff was declared to have committed a breach of contract with a highly disproportionate sanction in the form of cancellation of the agreement and loss of all payment of Rp. 2,320,000,000. This contradiction demonstrates weaknesses in the application of contract law principles, particularly in distinguishing between the concepts of default and unlawful acts, as well as a disregard for the principle of proportionality of sanctions, which should prioritize fairer alternative solutions such as compensation or improved contract implementation. From a legal protection perspective, this decision is paradoxical because it actually harms the party declared to have acted in good faith, while providing benefits to the party who reneged on the transaction. This sets a dangerous precedent that could encourage unethical business practices in the property sector, where sellers can profit double by reneging on agreed-upon transactions.

The legal protection mechanisms available to land title holders in this case have proven ineffective, given that the land registration system, which should provide legal certainty, can be revoked based on inconsistent considerations. This ruling urges a reformulation of the judicial approach to handling PPJB disputes by developing a more consistent, proportionate framework that provides optimal protection for all parties, particularly purchasers in good faith, to maintain public trust in the legal system and support a healthy and sustainable property investment climate.

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