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The Validity Of Receipts As Proof Of Payment In Land Sales And Purchases And Its Implications For Legal Certainty (Study Of Decision Number 11/Pdt.G/2024/Pn Majalengka)

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Abstract: This study aims to analyze the evidentiary strength of receipts as proof in land sale transactions and the legal implications on the validity of agreements and transfer of rights when the seller's whereabouts are unknown, as reflected in Decision Number 11/Pdt.G/2024/PN Majalengka. The research employs a normative juridical method with statutory and case approaches. The results indicate that a receipt, as a private document, has valid evidentiary value under Articles 1866 and 1874 of the Civil Code, provided it is supported by other evidence such as witness testimony, village records, and physical possession of the land. Although not executed in the form of a Sale and Purchase Deed (AJB), the agreement remains materially valid as it fulfills the requirements of Article 1320 of the Civil Code. However, administratively, the transfer of land rights cannot be registered without an AJB as required by Government Regulation No. 24 of 1997. In cases where the seller cannot be located, a court decision serves as a substitute legal basis to ensure legal certainty and protect good faith buyers.

Keyword: Receipt, Land Sale, Legal Certainty.

INTRODUCTION

In Indonesian land law practice, the validity of evidence in land sales and purchases is a crucial issue and often raises legal issues in society. This is due to the fact that many land sales and purchases are still conducted simply without complying with formal requirements as stipulated in laws and regulations. One common practice is the use of receipts as proof of payment in land sales and purchases without the preparation of a Deed of Sale and Purchase (AJB) before a Land Deed Making Official (PPAT). This situation raises fundamental questions about the extent to which receipts can be considered valid as evidence in land sales and what implications this has for legal certainty for the parties, particularly the purchaser (Setyawan and Wati 2022).

Normatively, Indonesian civil law has regulated valid evidence as stated in Article 1866 of the Civil Code (KUHPERdata), which includes written evidence, witnesses,

allegations, confessions, and oaths. In this context, receipts are included in the category of written evidence, specifically as private deeds as regulated in Article 1874 of the Civil Code. However, the evidentiary power of receipts is not as strong as authentic deeds made by authorized officials, such as notaries or PPAT. Therefore, the existence of receipts as the sole evidence in land sale and purchase transactions often raises doubts, especially regarding proof of ownership and the process of transferring land rights. On the other hand, the public often does not understand the importance of formal aspects in land transactions, so they prioritize simple agreements that are considered sufficient as long as payment and transfer of the object have occurred (Setyawan and Wati 2022).

From the perspective of contract law, the validity of an agreement is not determined by its form, but rather by the fulfillment of the valid conditions of an agreement as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement, the capacity of the parties, a specific object, and a lawful cause. Thus, materially, the sale and purchase of land evidenced by a receipt can still be considered valid as long as it fulfills these four conditions. This is also reinforced by the principle of freedom of contract as stipulated in Article 1338 paragraph (1) of the Civil Code which states that every agreement made legally applies as a law for the parties who make it. In addition, Article 1338 paragraph (3) of the Civil Code emphasizes that an agreement must be implemented in good faith, which is an important basis in assessing the validity and implementation of an agreement (Nugroho and Amsori 2026).

The material validity of a transfer of land rights is not sufficient to ensure that all administrative requirements are met. This is because the land registration system in Indonesia requires certain formal evidence for the transfer to be legally recognized. Government Regulation Number 24 of 1997 concerning Land Registration, specifically Article 37 paragraph (1), stipulates that the transfer of land rights through a sale and purchase can only be registered if evidenced by a deed drawn up by a Land Deed Official (PPAT). This demonstrates a dualism between the material validity of the agreement and the formal validity in land administration. As a result, even though a land sale and purchase transaction is valid from a civil perspective, it cannot be registered administratively without a Deed of Sale and Purchase, thus creating legal uncertainty for the buyer (Hawiwie, Budiarta, and Styawati 2021).

This problem becomes even more complex when associated with a situation where one party, particularly the seller, is unknown or cannot be contacted after the transaction has been completed. In such a situation, the Deed of Sale and Purchase (AJB) process becomes impossible, thus delaying the transfer of title at the Land Office. This situation has the potential to harm buyers who have made full payment and have even owned and used the land for a long period. Furthermore, the land administration system, which prioritizes the principle of formality, does not allow buyers to directly process the transfer of rights without the seller's involvement or the required formal documents (Imelda et al. 2024).

The Majalengka District Court's decision Number 11/Pdt.G/2024/PN Majalengka serves as a concrete example of how this issue was resolved through the judicial mechanism. In this case, the plaintiff based his claim of land ownership on a sales receipt issued in 2015, supported by physical possession of the land and witness testimony. Despite the absence of a Deed of Sale and Purchase (AJB), the panel of judges deemed the sales agreement legally valid because it met the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. Furthermore, the judges also considered the good faith of the plaintiff as the buyer, who had made full payment and took possession of the land without any dispute from other parties. This decision demonstrates a shift from a purely formalistic approach to a more substantive approach in assessing legal relationships. The judge not only focused on the completeness of formal documents but also considered the facts revealed in court and the

desired value of justice. In this case, the receipt is not only viewed as proof of payment but also as an indication of a legal relationship between the parties, supported by other evidence. Thus, a receipt can have sufficient evidentiary power if it is supported by other relevant and consistent evidence (Maula et al. 2025).

Furthermore, the ruling also emphasizes the importance of legal protection for buyers in good faith. This aligns with Supreme Court Circular Letter No. 4 of 2016, which states that buyers in good faith must be protected by law, and is supported by various Supreme Court jurisprudence that affirms a similar principle. In this context, legal protection is manifested not only in recognizing the validity of the agreement, but also in granting the buyer the authority to transfer land rights through a court decision. In other words, a court decision serves as a legitimizing tool that replaces the role of the Deed of Sale and Purchase (AJB) under certain circumstances. Nevertheless, the phenomenon of using receipts as evidence in land sales still poses significant legal risks. Without a strong formal document, such as an AJB, the potential for future disputes remains open, especially if claims arise from other parties or the seller's heirs. Therefore, it is important for the public to understand that while receipts can be valid as evidence, their use should still be accompanied by formal procedures in accordance with applicable legal provisions (Supriadi 2023).

Based on the above description, it can be seen that the issue of the validity of receipts as proof of payment in land sales and purchases is not only related to the evidentiary aspect in civil law, but also has broad implications for legal certainty in the land system. Thus, it is hoped that this research can contribute to the development of legal science, particularly in the fields of civil law and agrarian law, as well as provide a more comprehensive understanding for the public regarding the importance of evidentiary aspects and legal certainty in land transactions.

The problem formulation contains article questions that must be explained in the discussion and answered in the conclusion (Fakhurrozi, Rahmatiar, and Abas 2025).

METHOD

The research method used in this study is normative legal research, namely research that focuses on the study of applicable legal norms. The approach used includes a statute approach by examining the provisions of the Civil Code, UUPA, and PP Number 24 of 1997, as well as a case approach through an analysis of Decision Number 11/Pdt.G/2024/PN Majalengka. The legal materials used consist of primary, secondary, and tertiary legal materials. The legal material collection technique is carried out through literature studies, while the analysis is carried out qualitatively using the legal interpretation method to obtain systematic and comprehensive conclusions.

RESULTS AND DISCUSSION

The Evidentiary Power of Receipts as Evidence in Land Purchases by the First Party in Decision Number 11/Pdt.G/2024/PN Majalengka

In Indonesian civil law practice, proof is a fundamental aspect in determining the truth of an argument submitted by the parties in court. This is emphasized in Article 163 of the HIR which states that "whoever claims a right is obliged to prove that right." In the context of Decision Number 11/Pdt.G/2024/PN Majalengka, the plaintiff based his land ownership argument on a sale and purchase transaction evidenced by a receipt dated January 18, 2015. Normatively, Indonesian civil procedure law recognizes several forms of evidence as regulated in Article 1866 of the Civil Code (KUHPerdara), namely written evidence, witnesses, allegations, confessions, and oaths. Receipts in this case are included in the category of written evidence (letters). Furthermore, Article 1874 of the Civil Code states that

private letters, including receipts, can be used as evidence as long as they are acknowledged by the party who signed them or their truth is not denied. Thus, legally, a receipt has evidentiary power as written evidence, although it is not as strong as an authentic deed (Ramadhan, Rahmatiar, and Sanjaya 2024).

In this case, the sales receipt submitted as evidence P-2 shows a payment of Rp194,850,000 from the plaintiff to the defendant for a plot of land with a Certificate of Ownership Number 76. The receipt is strengthened by the fact that the transaction was carried out in the presence of village officials and witnessed by relevant parties. This is important because even though the receipt is only a private deed, its existence, supported by witnesses and village administration, provides stronger evidentiary value. Thus, the receipt does not stand alone, but is supported by other interrelated evidence. Furthermore, the judge in the decision also considered that the land sale and purchase transaction is in principle an agreement subject to the provisions of Article 1320 of the Civil Code regarding the conditions for a valid agreement, namely the existence of an agreement between the parties, the capacity of the parties, a specific object, and a lawful cause. In this case, all four conditions are met. There is an agreement between the plaintiff and the defendant, the object is clearly land with a certain SHM, the parties are legally competent, and the purpose of the agreement does not conflict with the law. Therefore, even though it is not made in the form of a Deed of Sale and Purchase (AJB) before a Land Deed Making Officer (PPAT), the agreement is still valid under civil law (Ramadhan et al. 2024).

However, it is important to understand that under Indonesian land law, specifically Government Regulation No. 24 of 1997 concerning Land Registration, every transfer of land rights must be evidenced by a deed drawn up by a Land Deed Official (PPAT). This is an administrative requirement for registration purposes, not a requirement for the validity of the agreement itself. This means that without a Deed of Sale and Purchase (AJB), the transfer of rights cannot be registered administratively, but the legal relationship between the seller and buyer remains valid under civil law. In this case, these administrative obstacles arose due to the absence of an AJB and the unknown whereabouts of the defendant. In assessing the evidentiary strength of the receipt, the judge relied not only on the formal form of the evidence but also on the substance and facts revealed at trial. This was evident in the judge's considerations linking the receipt to witness testimony, a village certificate, and the fact that the plaintiff had physically controlled the land since 2015 without any dispute. The testimony of witnesses Riki Sopyan and Ibad Nurdian confirmed that the sale and purchase transaction actually occurred and that the plaintiff had continuously controlled and managed the land. In fact, it was also recorded that the transaction was recorded in the village register, although the document was subsequently lost (Mardias et al. 2025).

The judge's approach is in line with the principle of free evidence (*vrije bewijsleer*) in civil procedural law, where the judge is given the freedom to assess the evidentiary strength of the evidence presented based on his/her belief. Thus, although a receipt is not an authentic deed, under certain conditions it can have sufficient evidentiary strength if supported by other relevant and consistent evidence. In addition, the judge also considered the principle of good faith in sales transactions. This refers to Article 1338 paragraph (3) of the Civil Code, which states that agreements must be executed in good faith. In this case, the plaintiff was deemed a buyer in good faith because he had made full payment, received the original certificate, and controlled and utilized the land without any objection from other parties. This assessment is also reinforced by Supreme Court Circular Letter (SEMA) Number 4 of 2016, which states that buyers in good faith must be protected by law (Richard and Sudrajat 2024).

Supreme Court Jurisprudence Number 3201 K/Pdt/1991 also serves as an important basis in this case, which essentially states that buyers in good faith deserve legal protection. Therefore, despite formal deficiencies (the absence of a Deed of Sale and Purchase), the

legitimate substance of the transaction and the existence of good faith provided the basis for the judge to grant the plaintiff's lawsuit. Considering all these aspects, it can be concluded that receipts as evidence in land sales have relative evidentiary power, namely depending on the support of other evidence and the facts revealed in court. In Decision Number 11/Pdt.G/2024/PN Majalengka, receipts serve not only as proof of payment but also as an indication of a legal relationship between the parties. When combined with witness testimony, village administrative evidence, and physical control of the land, the receipts have sufficient evidentiary power to convince the judge. Therefore, in the context of Indonesian civil law, a receipt can be valid evidence and has probative force if it meets the formal and material requirements and is supported by other evidence. This decision demonstrates that a substantive approach that prioritizes justice and the protection of parties in good faith can overcome formal limitations in providing evidence, particularly in cases where factual conditions do not allow for the complete fulfillment of all administrative requirements (Rahmatiar et al. 2024).

Legal Implications for the Validity of Land Purchases and Transfer of Rights Processes if the Whereabouts of the Seller (Defendant) is Unknown

The legal implications for the validity of land sales and purchase and the transfer of rights when the seller (defendant) is unknown constitute a complex issue in Indonesian land law practice. Based on Majalengka District Court Decision Number 11/Pdt.G/2024/PN Mjl, this issue is closely related to two main aspects: the material validity of the sales and purchase agreement and the administrative validity of the transfer of rights. In the context of civil law, the validity of an agreement, including a land sale and purchase agreement, essentially refers to the provisions of Article 1320 of the Civil Code (KUHPerdota), which requires four elements: agreement between the parties, capacity of the parties, a specific object, and a lawful cause. In the *a quo* case, although the sales and purchase agreement was only evidenced by a receipt and was not drawn up in the form of a Sales and Purchase Deed (AJB) by a Land Deed Making Official (PPAT), the Panel of Judges considered that the agreement was still valid in substance because it fulfilled all four requirements (Susanto, Rahmatiar, and Abas 2023).

Furthermore, the principle of freedom of contract as regulated in Article 1338 paragraph (1) of the Civil Code states that all agreements made legally apply as law for those who make them. This is reinforced by the provisions of Article 1338 paragraph (3) of the Civil Code which emphasizes that agreements must be carried out in good faith (Astriani and Indrawati 2024).

In this case, the Plaintiff was deemed a buyer in good faith because he had made full payment, obtained physical possession of the land, and had not had any disputes from other parties since 2015. In fact, the existence of a sales receipt acknowledged by village officials and the long-standing physical possession are strong indicators of such good faith. This is in line with Supreme Court Circular Letter (SEMA) Number 4 of 2016 which states that buyers in good faith must be protected by law (Wakono, Rahmatiar, and Abas 2023).

However, from a land law perspective, such material validity does not necessarily guarantee formal validity in the process of transferring land rights. Based on the provisions of Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, it is emphasized that the transfer of land rights through sale and purchase can only be registered if evidenced by a deed made by a PPAT. This means that the AJB is an absolute requirement for the name change process at the Land Office. In this case, the absence of an AJB is the main obstacle for the Plaintiff to carry out the transfer of rights administratively, moreover the unknown whereabouts of the Defendant make it impossible to make an AJB normally. The condition of the Defendant's unknown whereabouts also has an

impact on aspects of civil procedural law. Based on Article 125 paragraph (1) HIR, if the Defendant is not present even though he has been legally and properly summoned, then the case can be decided by default (a decision without the Defendant's presence). In this decision, the Panel of Judges continued the examination of the case and assessed the Plaintiff's arguments based on the evidence submitted. Thus, the Defendant's absence does not hinder the evidence process as long as the Plaintiff is able to prove his arguments in accordance with the provisions of Article 163 HIR (Asnanda et al. 2024).

Another important legal implication is the need for legal protection for good-faith buyers in situations where administrative requirements cannot be met due to factors beyond their control. In this case, the Panel of Judges adopted a progressive approach by providing a solution through a court decision that replaced the function of the AJB. The decision declared the validity of the sale and purchase agreement and authorized the Plaintiff to act on behalf of the Defendant in the transfer of rights. This approach aligns with Supreme Court jurisprudence, including Decision Number 3201 K/Pdt/1991, which affirms that good-faith buyers must receive legal protection. Furthermore, this decision also demonstrates the court's important role in providing legal certainty (*rechtssicherheit*) and justice (*gerechtigkeits*). In practice, the Land Office cannot process a transfer of title without a formal document such as an AJB. Therefore, the court decision serves as a valid substitute legal basis for ordering the National Land Agency (BPN) to register the transfer of rights. This is in accordance with the court's authority to resolve civil disputes and issue declaratory and condemnatory decisions (Nurhidayah, Rahmatiar, and Abas 2023).

From an agrarian law perspective, the principle of land registration as stipulated in Law No. 5 of 1960 concerning Basic Agrarian Regulations (UUPA) and Government Regulation No. 24 of 1997 aims to guarantee legal certainty over land rights. Land title certificates are strong evidence, as affirmed in Article 19 of the UUPA (Ramadhani 2024).

However, in this case, the certificate is still in the name of the Defendant, so administratively, ownership has not yet transferred to the Plaintiff. Therefore, the court decision serves as a legitimizing tool to correct the administrative situation that does not correspond to the facts of ownership and the agreement that has occurred. Furthermore, the legal implications of the unknown whereabouts of the seller also relate to potential future legal risks, such as the emergence of claims from other parties or the seller's heirs. However, in this case, the Panel of Judges considered the fact that for almost a decade there had been no disputes or objections from any party, thus strengthening the Plaintiff's legal position. This also demonstrates the importance of the principles of publicity and actual control in land law as indicators of *de facto* ownership (Isnaini and Lubis 2022).

Although formally, a land sale and purchase without a Deed of Sale and Purchase (AJB) does not meet the administrative requirements for transfer of rights, it can still be declared materially valid as long as it meets the provisions of Article 1320 of the Civil Code and is carried out in good faith. In situations where the seller's whereabouts are unknown, a court decision is a crucial legal instrument to provide legal certainty and enable the transfer of land rights. Therefore, the role of the judge is crucial in balancing legal certainty, justice, and legal benefits for the parties (Antoni, Rahmatiar, and Abas 2024).

CONCLUSION

The conclusions in this study are as follows:

1. A receipt as written evidence in a land sale and purchase has a probative force that does not stand alone, but is relative and depends on the support of other evidence and facts revealed in court. In Decision Number 11/Pdt.G/2024/PN Majalengka, the receipt submitted by the plaintiff was deemed strong enough because it was supported by witness testimony, village administration, and continuous physical control of the land, so that it

- was able to prove the existence of a legal relationship and a valid sale and purchase transaction in civil law even though it was not made in the form of a Deed of Sale and Purchase (AJB) before the PPAT. The judge's considerations using the principle of free evidence and emphasizing the buyer's good faith indicate that administrative deficiencies do not necessarily eliminate the validity of the agreement, so that legal protection can still be provided to parties with good faith based on the substance of the agreement and all available evidence.
2. The validity of a land sale and purchase remains recognized under civil law as long as it meets the requirements of Article 1320 of the Civil Code and is carried out in good faith, even if the seller's whereabouts are unknown and the agreement is not made in the form of a Deed of Sale and Purchase (AJB). This condition creates administrative obstacles in the process of transferring rights because the provisions of Article 37 paragraph (1) of PP Number 24 of 1997 are not met, so that the transfer of rights cannot be registered directly at the Land Office. In such situations, court decisions act as a legal solution that provides certainty and protection for buyers in good faith by declaring the validity of the agreement and granting authority to carry out the name change process, even replacing the role of the AJB as an administrative basis. Thus, even though there is a discrepancy between the material and formal aspects, the law still provides a way out through court intervention to ensure justice, legal certainty, and benefits for the parties.

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