



Validity of Deed of Gift That Eliminates Heirs' Rights (Study of Sidoarjo Religious Court Decision No. 3937/Pdt.G/2021/PA.Sda Dated May 18, 2022

Arifin Syahputra Ritonga¹, Hasim Purba², Utary Maharany Barus³

^{1,2}Magister Kenotariatan, Universitas Sumatera Utara, Indonesia

Abstract: This study analyzes the validity of a deed of gift that eliminates the rights of heirs through a study of the Sidoarjo Religious Court Decision No. 3937/Pdt.G/2021/PA.Sda dated May 18, 2022. Using a normative legal research method with an analytical descriptive approach, this study examines three main problems: the position of the deed of gift in relation to the cancellation of the deed due to the loss of heirs' rights, legal protection for the recipient of the gift, and a legal analysis of the Sidoarjo Religious Court Decision No. 3937/Pdt.G/2021/PA.Sda. The results of the study indicate that a deed of gift that eliminates the rights of heirs does not have binding legal force and can be canceled through the Religious Court, legal protection for the recipient of the gift only applies if it does not exceed 1/3 of the assets or obtains the consent of the heirs, and the court decision in this case is considered inappropriate because it cancels 3/4 of the gift even though the recipient of the gift should still be entitled to 1/3 of the part according to the provisions of the Compilation of Islamic Law.

Keywords: Grant Deed, Heirs' Rights, Cancellation of Grants.

1. Introduction

The word "hibah" in the Islamic encyclopedia is an Arabic word which means "the blowing or passing of the wind". The origin of the word hibah comes from Arabic (hibah) which is the mashdar of the word (hib) which means giving. If someone gives his property to another person voluntarily without any expectation of return, this can be interpreted as meaning that the giver has donated his property, therefore the word hibah has the same meaning as giving. (Akbar, 2022), (Saripah & Nurmila, 2020). Most scholars define a gift as "a contract that results in the ownership of property without compensation made by someone who is alive to another person voluntarily. (Ulya, 2017), (Syarifudin, nd). In simple terms, grants can be interpreted as gifts that are given voluntarily in the context of taqarrub (getting closer) to Allah SWT and hoping for His blessing without expecting anything else. (Primary, 2023), (LUSIANA, nd). Meanwhile, according to Article 171 point g of the Compilation of Islamic Law (KHI), "A grant is the voluntary giving of an object without compensation from one person to another person who is still alive to be owned by (Maylissabet, 2019), (Jannah & Faizah, 2023).

Provisions regarding gifts given to other people, in the sense of non-siblings, are the same as gifts given by parents to their children, the gift must meet the requirements to be called a gift, this gift is limited to not exceeding 1/3 of the gift giver's assets with the aim of safeguard the rights of his heirs (Harahap, Mulyono, Surbakti, & Hasibuan, nd), (Irfan, 2022). Thus 2/3 (two thirds) of the portion must be provided for the heirs. (Musa, 2020).

The granting of a gift to another person, in the sense of someone other than the donor's sibling, must be in accordance with the provisions of Article 210 paragraph (1) and (2) of the KHI, which states that the grantor is a person who is at least 21 years old, of sound mind and is done without any coercion. The portion of the property that is granted is the full property of the grantor and the granting of the gift is limited to a maximum of 1/3 (one third) of the property, and is done in the presence of two witnesses. (Hasanah, 2022), (Husni, 2019). According to Nor Mohammad Abdoeh, in Islamic law,

Correspondence:

Name: Arifin Syahputra Ritonga

Email: arifinsyahputrari-tonga1995@gmail.co

Received: Nov 30, 2024;

Revised: Dec 11 2024;

Accepted: Dec 20, 2024;

Published : Dec 30, 2024;



Copyright: © 2024 by the authors. Submitted for possible open access publication under the terms and conditions of the Creative Commons

Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0) license (<https://creativecommons.org/licenses/by-nc/4.0/>).

gifts are distributed as much as 1/3 (one third) of the assets after being reduced by the debts of the donor to be given to other people or adopted children. (Abdoeh & SHI, 2020), (Saputra, 2018).

In reality, there are still problems regarding the transfer of rights in the form of a grant of all the grantor's assets to other people outside of his siblings without the permission of the entitled party, in this case all his heirs, even though the grantor has no children and his wife has died before the grantor, as in the case of the Sidoarjo Court Number: 3937/Pdt.G/2021/PA Sda dated May 18, 2022. (Nurmalita, 2023), (Hermawan, 2022).

In the case of the Sidoarjo Court Number: 3937/Pdt.G/2021/PA Sda dated May 18, 2022, NRL as the grantor gave a grant of all his assets to Defendant I and Defendant II. Defendant I is the biological child of NRL's older sibling or NRL's nephew while Defendant II is an adopted child of NRL's younger sibling. This grant was given by notary before a Notary/PPAT who is authorized in the jurisdiction of the land object that was donated. NRL has no children and his wife had died before NRL. Therefore, NRL does not have a wife and descendants, other heirs of NRL filed a lawsuit to cancel the grant given by NRL to Defendant I and Defendant II to the religious court. (FUAD, n.d.).

The Grant Deed that has been made by a Notary/PPAT cannot be cancelled. Gifts that have met the requirements and terms and conditions cannot be withdrawn except for gifts originating from parents to their children (Sari, 2022), (Nuha, 2018). In the Hadith of Rasulullah SAW narrated by Bukhari and Muslim, it is explained that a person who withdraws his rights is like a dog that vomits and then eats the vomit again." Apart from that, there is also a hadith of Rasulullah SAW which was narrated by Imam Ahmad, namely "it is not halal for a Muslim to give a gift and then take back the gift, except for the father who asks for the gift given to his child back." (Primary, 2023), (Nushfah, 2017).

The legal act of grant aims to create a legal relationship between the grantor and the grantee. However, by referring to Abdulkadir Muhammad, he said, in a certain legal relationship, there is a possibility that a situation will arise where one party does not fulfill its obligations to the other party. In this condition, the injured party can claim rights and must comply with the methods determined by law. (Flora, 2023), (Imaduddin & Iswahyuni, 2021).

The submission of a claim for rights by heirs who feel disadvantaged in the implementation of the grant can be done by filing a lawsuit with the Religious Court. This is in accordance with the provisions stipulated in Article 49 paragraph 1 letter (b) of Law Number 7 of 1989 concerning Religious Courts which has been amended by Law Number 3 of 2006 concerning the Second Amendment to the Law on Religious Courts and Law Number 50 of 2009 concerning the Third Amendment to the Law on Religious Courts which reads as follows:

The Religious Court is tasked with the authority to examine, decide, and resolve issues at first instance among Islamic Law experts in the field: marriage, heirs, wills, and gifts, made in accordance with Islamic Law, waqf and sadaqah.

The field of marriage as referred to in paragraph (1) letter a are matters regulated by or in accordance with marriage law.

The field of inheritance as referred to in paragraph (1) letter b is the determination of heirs, determination of heirs, determination of each heir, and implementation of distribution of heirs.

This study is entitled "The Validity of a Deed of Grant that Eliminates the Rights of Heirs" which analyzes the Decision of the Sidoarjo Religious Court No. 3937/Pdt.G/2021/PA Sda dated May 18, 2022 concerning the grant of all assets to two nephews that eliminates the rights of other heirs. This study examines three main problems, namely the position of the deed of grant in relation to the cancellation of the deed due to the loss of heir rights, legal protection for recipients of grants that eliminate the rights of other heirs, and the legal analysis of grants that eliminate the rights of heirs in the decision. These three problem formulations are the focus of research to understand

the legal aspects and implications of granting grants that have the potential to harm legitimate heirs.

2. Materials and Methods

This study uses a normative legal research method that is descriptive analytical in nature, with an approach to the problem through applicable legislation and legal doctrines. The research data comes from primary data obtained directly from informants through interviews with Notaries/PPAT and Religious Court judges, as well as secondary data consisting of primary legal materials (statutory regulations), secondary legal materials (books, journals, articles), and tertiary legal materials (legal dictionaries, encyclopedias). Data collection techniques are carried out through library research to review related regulations and literature, as well as field research to obtain primary data through interviews with informants. Data analysis uses a qualitative method with inductive reasoning, where data is described descriptively to draw conclusions from specific things to general rules, with a case study approach that presents information in depth and focused according to actual events.

3. Results and Discussion

3.1. *Validity of a Deed of Gift in Relation to the Cancellation of the Deed Due to the Loss of Heirs' Rights*

In a grant dispute, if the Religious Court finds a material error in the Deed of Grant, it can cause the Deed of Grant made by the Notary/PPAT to be void. The material error in the Deed of Grant can be in the form of eliminating the rights of the heirs which can be assessed from the provision of a grant that exceeds the provisions of 1/3 (one third) of the total assets that can be granted according to the KHI (Yusri, 2024).

The legal consequences of a deed that has a material error in principle the deed can be degraded in its evidentiary power as a private deed, can be null and void, can be canceled or non-existent, namely causing the legal act to be invalid or the legal act to have no legal consequences (Budiono, 2007). The difference between the terms null and void, can be canceled, and non-existent can be seen at the time the cancellation takes effect, namely: a) Void by law, as a result of which the legal act carried out has no legal consequences since the legal act occurred or has retroactive effect (*ex tunc*), in practice void by law is based on a court decision that has permanent legal force. (b) Can be cancelled, as a result of which the legal act carried out has no legal consequences since the cancellation occurred and where the cancellation or ratification of the legal act depends on a certain party who...cause the legal act to be cancelled. A deed whose sanction can be cancelled, remains valid and binding as long as there is no court decision that has permanent legal force that cancels the deed. (c) Non existent, as a result of the legal act carried out does not exist or is non existent due to the failure to fulfill the essentials of an agreement or failure to fulfill one of the elements, or all of the elements in a particular legal act. Non existent sanctions dogmatically do not require a court decision, but in practice a court decision is still required which has permanent legal force and the implications are the same as null and void.law (Budiono, 2007).

The granting of all assets by eliminating the rights of heirs when viewed from the principle of *maslahat* in Islam, then causes many harms. The foundation of the building of Islamic Sharia, is represented by *maslahat* which is intended for the interests of human life as a servant of Allah, both concerning his worldly life and his afterlife. According to Al Ghazali, he said that the genuine meaning of *maslahat* is to attract/realize benefits or remove/avoid harm (*jalb manfa'ah* or *daf' madarrah*).

According to Al-Ghazali, what is meant by *maslahat* in the terminological-sharia sense is maintaining and realizing the goals of sharia which are maintaining religion, soul, intellect, descendants, and wealth. Then Al-Ghazali explained that everything that

can guarantee and protect the existence of these five things is qualified as *maslahat*; conversely, everything that can interfere with and damage these five things is considered as *mafsadah*; therefore, preventing and eliminating something like that is qualified as *maslahat*.

Based on the description above, it can be concluded that the position of a deed of gift in relation to the cancellation of the deed due to the loss of the rights of other heirs is that the deed of gift is invalid and has no binding legal force for the parties who made it. The cancellation of a deed of gift cannot be declared unilaterally but must be submitted to the Religious Court for cancellation of the Deed of Gift. Heirs who feel aggrieved can file a lawsuit for cancellation of the Deed of Gift to the Religious Court on the grounds that there is a loss to the heirs due to the loss of the portion of the inheritance that should have been obtained as determined by Articles 172 to 182 of the Compilation of Islamic Law. The loss of the rights of heirs due to the transfer of rights through a Deed of Gift is contrary to the principle of *maslahat* in Islamic law because it can cause disputes between the grantor and the recipient of the grant with the heirs of the grantor.

3.2 Legal Protection for Grant Recipients Who Eliminate the Rights of Other Heirs

The relationship between grants and inheritance is basically not directly related to grants and inheritance because in terms of implementation it is very different where grants are given when the grantor is still alive while inheritance is carried out when there is death. However, the problem of grants can occur when someone grants all of his assets to another person so that his assets can be useful, because the grantor is afraid that his assets will fall into the hands of his heirs who cannot be accounted for.

Basically, donations can be made without the consent of the heirs, but only with the knowledge of the heirs. because the property being gifted is the right of the owner of the property who wishes to donate (article 210 paragraph 2 KHI), but in another article there is an exception if the gift is given when the gift giver is in a state of illness close to death, then it must obtain the consent of the gift giver's heirs.

A gift from a parent to a child in certain circumstances can be considered as an inheritance. However, in this case, Article 211 of the Compilation of Islamic Law does not provide a clear benchmark for when a gift from a parent to a child can be considered as an inheritance. According to Yahya Harahap, in terms of characteristics, a gift can be considered as an inheritance, several benchmarks can be put forward, including: (a) The inherited assets are very small, so that the gift received by one of the children is not counted as an inheritance and the other heirs do not receive a significant share of the inheritance. (b) The recipient of the gift is wealthy and well-off, while the other heirs are not well-off, so that the gift enriches those who are already rich and impoverishes those who are already poor, therefore it is appropriate and proper to consider it as an inheritance.

The foundation of the Islamic sharia building is represented by *maslahat* which is intended for the benefit of human life as a servant of Allah, both concerning his worldly life and his afterlife. According to Al Ghazali, he said that the genuine meaning of *maslahat* is to attract/realize benefits or remove/avoid harm (*jalb manfa'ah* or *daf madarrah*). Furthermore, according to Al-Gazâli, what is meant by *maslahat*, in the terminological-sharia sense, is to maintain and realize the goals of Sharia which are to maintain religion, soul, intellect, descendants, and wealth. Then Al-Gazâli explained that everything that can guarantee and protect the existence of these five things is qualified as *maslahat*; conversely, everything that can interfere with and damage these five things is considered as *mafsadah*; therefore, preventing and eliminating something like that is qualified as *maslahat*.

In the case of granting a gift to his children (heirs), then the grant must be made based on the principle of justice. The limitation of granting this gift is given to protect the

rights of the heirs after the grantor dies, so that the main purpose of the gift is to strengthen the relationship of friendship, not the opposite, causing disputes between the heirs or other parties (Rahman, 2009). Granting a gift must have limitations in its provision, and protect the rights of the heirs so that no one is harmed in terms of inheritance, and also avoid disputes.

The grant is considered valid when there is a contract, if in the context of a grant from parents to children, it depends on the agreement whether there are certain conditions or not. The grant is valid if there are no heirs who deny it because when there are heirs who do not agree, a dispute will occur.

The granting of a gift without the knowledge of the heirs is considered void because the condition for granting a gift is that it must be with the knowledge of the heirs. The legal consequences of granting a gift without considering the rights of others are that the gift is considered defective, void and invalid. However, according to Yusri, Judge of the Medan Religious Court, granting a gift of all the donor's assets to one of his children can be valid if all heirs agree to the grant.

Based on the description above, legal protection for grantees has been provided by the Qur'an and the Compilation of Islamic Law and the Compilation of Sharia Economic Law as positive law in Indonesia as long as the implementation of the grant is carried out in accordance with legal regulations, namely not exceeding 1/3 (one third) of the grantor's assets and is known to the other heirs so as not to harm other heirs so that they can realize benefits or eliminate/avoid harm (jalb manfa'ah or daf' madarrah). In other words, legal protection for grantees who eliminate the rights of other heirs can be provided by law as long as the grantee does not receive more than 1/3 (one third) of the grantor's assets or as long as the heirs whose rights are eliminated by the existence of the Deed of Grant agree to the grantee eliminating the rights of the heirs to the grantor's inheritance as evidenced by the grantor's heirs also signing the deed of grant as a sign of agreement.

3.3 Legal Analysis of Grants That Eliminate Heirs' Rights in the Decision of the Sidoarjo Religious Court No. 3937/Pdt.G/2021/Pa Sda Dated May 18, 2022

The panel of judges in the grant case No.3937/Pdt.G/PA Sda at the Sidoarjo Religious Court has rendered a verdict after examining the case and hearing both parties. The verdict essentially granted the Plaintiff's lawsuit in part, stated that the disputed grant land belonged to NRL, canceled 3/4 of the disputed grant land given by NRL to Defendant I, and ordered the handover of the grant object to the Plaintiff and NRL's heirs. The panel also stated that several deeds of grant and powers of sale had no legal force, and sentenced the Plaintiff and Defendant I to pay the court costs jointly and severally.

In the examination process, the Panel of Judges conducted several stages of evidence before making a decision. First, the Panel examined the Plaintiff's legal standing in filing a lawsuit to cancel the grant. Second, the Panel proved the truth of the kinship between the Plaintiff and Defendant with DRJ and his wife. Third, the Panel examined the ownership of the disputed object and the existence of a land grant from DRJ to NRL.

Next, the Panel of Judges examined the fact of the grant from DRJ to NRL and the grant from NRL to Defendant I and Defendant II. In this examination, it was proven that the disputed land had been fully granted by NRL to the Defendants, where Defendant I received a grant of 3,450 m² and Defendant II received a grant of 172 m².

Finally, the Panel of Judges considered the fifth condition of the grant, namely the maximum limit of 1/3 of the assets owned by the grantor. Based on the available evidence, it was revealed that all of NRL's assets had been granted to Defendant I and Defendant II. The Panel decided that the grant to Defendant II (NRL's adopted child) was valid because it did not exceed 1/3 of NRL's assets, while the grant to Defendant I could be canceled because it exceeded the maximum limit allowed.

Based on the description of the stages of the case examination before the Panel of Judges issued its verdict, it can be analyzed that the Panel of Judges has examined the case thoroughly and carefully. This can be seen from the Panel of Judges examining and trying all parts of the posita argument or the reasons for the Plaintiff's lawsuit.

According to Yusri, the Judge at the Medan Religious Court explained that in cases of grants related to the amount of property donated, a judge generally does not cancel the entire request for cancellation of the grant but grants part of the Plaintiff's claim by correcting the amount of the property donated in accordance with the provisions of the law. The purpose of limiting the amount of the grant by not exceeding 1/3 of the property owned by the grantor is to protect the rights of heirs who do not receive a share of the property that is their right, and to uphold justice for the heirs, therefore the provisions of Article 211 of the Compilation of Islamic Law provide instructions that a gift from parents to their children can be counted as an inheritance. In essence, regarding the fifth requirement of the pillars of a gift, namely the amount of 1/3 of the grantor's property, in order for the gift to remain in accordance with the provisions of the law, the grantor can donate less than 1/3 or a maximum of 1/3 of his property and if it exceeds 1/3 of the property donated, the approval of the other heirs must be obtained (Yusri, 2024).

Supreme Court Regulation Number 2 of 2008 concerning the Compilation of Sharia Economic Law regulates in detail the legal principles of gifts. This regulation explains that a gift transaction can occur with the existence of *ijab* and *kabul*, where ownership becomes perfect after the gifted goods are received by the recipient of the gift. *Ijab* in a gift can be stated through words, writing, or gestures that contain the meaning of the transfer of ownership of the property for free. A gift transaction can also occur through direct actions such as handing over and receiving goods. In the case of receiving a gift, permission is required from the grantor, either explicitly or implicitly. The handover of goods by the grantor is considered a form of permission to the recipient of the gift. If permission is given clearly, the recipient has the right to take the gifted goods either at the meeting place or after parting. However, if permission is only a gesture, this only applies as long as the two parties have not separated.

This regulation also regulates several special conditions in grants. For example, a buyer can make a gift to a third party even though they have not received the goods from the seller. Grants can also occur through debt relief or gifts of assets that have not been received. However, the gift transaction is declared void if one of the parties dies before the gift is carried out. In the context of grants involving children, there are special provisions. For gifts to adult children, assets must be handed over and received directly. Meanwhile, for minor children, grants can be received through a guardian or authorized person. If the gift giver is a child who is capable of acting (*mumayyiz*), he can take the gift directly even if he has a guardian. Finally, this regulation emphasizes that the donor must be of sound mind and an adult. In addition, grants made due to coercion are declared null and void by law. These provisions indicate that grants must be made voluntarily and meet the conditions set out in sharia law.

Based on the analysis of the stages of consideration of the Panel of Judges in case No. 3937/Pdt.G/PA Sda at the Sidoarjo Religious Court, it can be seen that the Panel of Judges has conducted a thorough examination. They have put forward logical reasons, both in terms of legal facts and the application of laws and regulations. However, there is a contradiction between the consideration section of the decision and the decision given.

In the consideration of the decision on page 72, the Panel of Judges stated that the grant of 3,450 m² of rice fields made by Noerali alias Nurali bin Dirjo exceeded the provisions permitted in Islamic Law. According to these considerations, the maximum grant permitted is 1/3 of the assets or an area of 1,150 m², so that the remaining 2/3 of the grant of rice fields, an area of 2,300 m² must be canceled. Furthermore, in the considerations on page 73, the Panel of Judges also considered that the grant of 410 m² of land made by

NRL exceeded the provisions permitted. Of the total area, only 1/3 or an area of 136.7 m² was permitted, so that the remaining 2/3, an area of 136.6 m², must be canceled. The Panel also decided that the remaining assets whose grants were canceled, namely rice fields of 2,300 m² and land of 136.6 m², must be returned to all heirs or substitute heirs of NRL. However, in its final decision, the Panel of Judges actually canceled 3/4 of the disputed land grant given by NRL to Defendant I, and ordered Defendant I to hand over 3/4 of the grant object to the Plaintiff and the heirs or substitute heirs of NRL. This shows a discrepancy between the considerations using the 1/3 and 2/3 calculations with the final decision using the 3/4 part calculation.

It can be analyzed that the Panel of Judges in the Decision of the Sidoarjo Religious Court No. 3837/PDT.G/2021/PA Sda dated May 18, 2022 has correctly and properly stated that the disputed land object of the grant belongs to NRL and does not come from DRJ because based on the facts of the trial, the Plaintiff could not prove the existence of letters or documents and witnesses who saw and heard directly the grant event from DRJ to NRL. However, the researcher does not agree with the decision of the panel of judges which canceled the grant of 3/4 (three quarters) of the disputed land object of the grant from NRL to Defendant I because it would cause Defendant I's portion of the grant of the disputed land object to only be 1/4 (one quarter) or less than the maximum of 1/3 (one third) of the assets that can be obtained by the grantee. Defendant I should be able to obtain 1/3 (one third) of the portion of the disputed gift land in accordance with the maximum portion that can be obtained by the grantee based on the provisions of Article 210 paragraph (1) of the KHI and the remaining 2/3 (two thirds) of the portion belongs to the heirs or replacement heirs of NRL.

4. Conclusions

This study found that a deed of gift that eliminates the rights of other heirs does not have binding legal force and can be canceled through the Religious Court, where the injured heirs can file a lawsuit for cancellation based on Articles 172-182 of the Compilation of Islamic Law. Legal protection for the recipient of the gift can only be given if the gift does not exceed 1/3 of the grantor's assets or has the consent of the heirs as evidenced by their signatures on the deed of gift. In the analysis of the Sidoarjo Religious Court Decision No. 3837/PDT.G/2021/PA Sda, although the panel of judges was correct in determining the ownership of the disputed land, the cancellation of the gift of 3/4 was considered inappropriate because the recipient of the gift should still be entitled to 1/3 of the part according to the provisions of Article 210 paragraph (1) of the KHI.

Based on the research results, it is recommended that people who wish to give a gift must understand and comply with the provisions of the pillars and conditions of a gift in Islamic law and the Compilation of Islamic Law, and obtain prior approval from the heirs if they wish to give more than 1/3 of their assets. In addition, it is hoped that court decisions can be more thorough and fulfill a sense of justice in accordance with laws and regulations, and provide an opportunity for legal remedies for parties who feel disadvantaged.

References

- Abdoeh, N. M., & SHI, M. H. I. (2020). *HIBAH DALAM TINJAUAN KHI, KUH PERDATA, SOSIOLOGIS DAN FILOSOFIS*. LP2M Press/Ali Geno Berutu.
- Akbar, K. D. (2022). Analisis yuridis putusan Hakim Pengadilan Agama tentang pembatalan hibah (Studi kasus Pengadilan Agama Kabupaten Kediri No. Perkara 296/Pdt. G/2021/PA. Kab. Kdr). Institut Agama Islam Ttibakti.
- Flora, H. S. (2023). PERLINDUNGAN HAK PASIEN SEBAGAI KONSUMEN DALAM PELAYANAN KESEHATAN DARI PERSPEKTIF UNDANG-UNDANG PERLINDUNGAN KONSUMEN. *Fiat Iustitia: Jurnal Hukum*, 154–164.
- FUAD, H. Z. (n.d.). KEDUDUKAN HARTA BERSAMA DALAM PERKAWINAN POLIGAMI (STUDI PADA PERKARA NO. 2198/12/PA. MALANG).

- Harahap, A. S., Mulyono, K. R. T. H., Surbakti, K., & Hasibuan, A. L. (n.d.). *Buku Ajar Strategi Perlindungan Anak Melalui Hibah Menurut Hukum Adat Batak dan Hukum Islam*. Jakad Media Publishing.
- Hasanah, N. I. N. (2022). Hibah Seluruh Harta Terhadap Anak Angkat Perspektif Hukum Islam (Studi Kasus Kelurahan Rejomulyo Kecamatan Kota Kediri). IAIN Kediri.
- Hermawan, Q. D. (2022). Pembagian Harta Waris Yang Dibagikan Sebelum Muwaris Meninggal Dunia Perspektif Hukum Islam. IAIN Metro.
- Husni, M. (2019). Kedudukan hibah wasiat menurut hukum Islam dan hukum perdata. *Al-Maslahah*, 15(2), 158–173.
- Imaduddin, A., & Iswahyuni, T. (2021). Ghosting Pasca Peminangan/Khitbah Menurut Hukum Perdata Indonesia dan Hukum Islam. *The Indonesian Journal of Islamic Law and Civil Law*, 2(2), 170–184.
- Irfan, N. (2022). *Gratifikasi Dan Kriminalitas Seksual*. Amzah.
- Jannah, E. U., & Faizah, I. (2023). Hilah Hukum dan Kemungkinan Penerapannya dalam Praktik Hibah dan Wasiat. *Al-Faruq: Jurnal Hukum Ekonomi Syariah Dan Hukum Islam*, 1(2), 115–125.
- LUSIANA, A. H. (n.d.). Tinjauan Hukum Islam terhadap eksistensi wakaf tunai.
- Maylissabet, M. (2019). Hukum waris dalam kompilasi hukum Islam perspektif filsafat hukum: studi analisis terhadap bagian warisan ahli waris. *TERAJU: Jurnal Syariah Dan Hukum*, 1(01), 9–20.
- Musa, M. (2020). Ahli Waris Pengganti Dalam Tinjauan Kompilasi Hukum Islam Dan Hukum Perdata. *Istidal: Jurnal Studi Hukum Islam*, 7(1), 53–78.
- Nuha, M. U. (2018). ANALISIS AKTA HIBAH NOMOR: XXXX/2013) PERSPEKTIF KOMPILASI HUKUM ISLAM DAN HUKUM PEDATA (STUDI KASUS DI KANTOR NOTARIS PPAT JUNAIDI, SH., M. KN DI JALAN RAYA JEPARA-KUDUS KM 15 KRASAK PECANGAN JEPARA). IAIN KUDUS.
- Nurmalita, A. A. (2023). TINJAUAN YURIDIS TERHADAP ANAK ANGKAT YANG MENERIMA TANAH HIBAH DALAM HUKUM ISLAM. Universitas Islam Sultan Agung Semarang.
- Nushfah, U. (2017). Pandangan Hukum Islam Terhadap Penarikan Kembali Harta seserahan Pasca Perceraian Di Desa Pekalongan Winong Pati. STAIN Kudus.
- Pratama, M. (2023). PEMBATALAN HIBAH ORANG TUA KEPADA ANAK DALAM PERSPEKTIF HUKUM ISLAM. Kenotariatan.
- Saputra, M. R. (2018). Kedudukan Anak Luar Nikah Terhadap Harta Waris (Studi Pandangan Tokoh Nahdlatul Ulama Dan Muhammadiyah Di Provinsi Lampung). UIN Raden Intan Lampung.
- Sari, M. (2022). Perbandingan Penarikan Hibah Dengan Pembatalan Akta Notaris (Kajian Pasal 212 Kompilasi Hukum Islam Dan Kitab Undang-Undang Hukum Perdata). *Jurnal Ar-Risalah*, 2(2), 10–28.
- Saripah, I., & Nurmila, I. (2020). Hukum Hibah 'Umra menurut Imam Malik dan Kitab Undang-Undang Hukum Perdata Pasal 1666. *Istinbathl Jurnal Penelitian Hukum Islam*, 14(2), 149–190.
- Syaifudin, E. (n.d.). Pandangan Islam Tentang Penghibah Yang Mencabut Kembali Hibahnya Dari Penerima Hibah. *Warna Warni Gagasan*, 64.
- Ulya, Z. (2017). Hibah perspektif fikih, KHI dan KHES. *Maliyah: Jurnal Hukum Bisnis Islam*, 7(2), 1–23.