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Fulfillment of Protection Aspects of Buyers with Good Intention for The Dispute of Sale and Purchase of Girik Land where Revocation of Certificate of No Dispute on Land: Study of Supreme Court Decision Number 470K/PDT/2020

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Abstract

In an agreement, good faith plays an important role, because with the good faith shown by the parties in making an agreement, the parties will feel protected. Legal protection for land buyers who have good intentions means that legal protection arises when the buyers themselves transact in good faith. As proof of land ownership, girik cannot be separated from the object of study by a good-intentioned buyer who can also be a party to the sale and purchase transaction of girik land. Buyers and sellers need to pay attention to various conditions for transferring land rights to girik land objects. This also includes paying attention to the conditions both required by the parties themselves as treaty makers and by the state through positive agrarian law regulations applicable at the time of signing the agreement. The analysis in question is presented in this study in order to get a general idea regarding the fulfillment of the protection aspects of buyers who have good intentions for disputes over the sale and purchase of girik land where the certificate of no land dispute has been retracted. This analysis will also use Supreme Court Decision Number 470 K/Pdt/2020 as a case study.

Keywords: Good Faith; Girik; Sale and Purchase of Land.

A. Introduction

The existence of land affairs among the people of Indonesia is one of the things that influence the national economy. The structure of life that is predominantly Agraria arrangement requires the state to interfere in land affairs. This essential land function was felt long before Indonesia felt independence in 1945. The customary land that still exists today, in addition to agricultural law based on national law, is also the object of state regulation in agrarian law. This is also what encourages Indonesian agrarian law to provide real legal certainty for all Indonesian people.¹

This legal certainty is necessary in the framework of the protection of the interests of the holder of the land rights themselves.² Such interests need to be protected by regulating a series of agrarian provisions regarding land ownership. Considering that transferring land rights in land ownership rights often reaps disputes, legal certainty through the registration of land rights transfer becomes an inevitability that needs to be fulfilled. One aspect of such legal certainty is to protect the interests of a well-faith buyer. Moreover, there is still a lot of debate

¹ Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria, n.d.

² Tri Susilaningsih, "Juridical Studies on The Communal Rights of Land According To Agrarian Law In Indonesia," *Journal of Law, Policy and Globalization* 71 (2018): 173.



among legal experts regarding the issue of buying and selling related to good faith or good faith.³

One aspect of well-faith buyer protection is about the qualifications to the extent to which a buyer in buying and selling land has been careful and careful in participating in the transfer of land rights through buying and selling. Various expert doctrines have tried to decipher these aspects of good faith buyers. Khairandy elaborated that the way to measure buyers in good faith is to know how active buyers are in researching the material and juridical facts of the transaction object.⁴ In addition to Khairandy, Hernoko⁵ also mentioned that the understanding of good-faith buyers could be seen from the following description:⁶

“Good faith with a psychological element consists of believing that a person acts by the law (good faith belief). In contrast, good faith with ethical details consists of one's behavior by moral standards (good faith-probity or good faith honesty). Good faith with this ethical element is closely related to the idea of honesty and respect for the word of promises or pledges contained in the agreement.”

The existence of various opinions on good faith encourages this study to examine the concept of good faith from buyers in the context of sleigh soil objects. Girik itself is proof of paying people's taxes in the region and serves as a sign of paying taxes. In addition, girik is also treated as proof of land ownership.⁷ As proof of land ownership, girik cannot be separated from the object of study of good-faith buyers who can also be a party in the transaction of buying and selling girik land. Buyers and sellers need to pay attention to various conditions for the transfer of land rights to girik land objects. This also includes to pay attention to the conditions both required by the parties themselves as treaty makers and by the state through positive agrarian law regulations applicable at the time of signing the agreement. As for one of the conditions required by the laws and regulations related to the validity of the transfer of land rights is the absence of disputes that occur on the land of the transitional object as evidenced by the letter there is no dispute from the village / rukun neighbor / rukun local residents / villages. This research wants to analyze the case study of the fulfillment of aspects of buyer protection that is in good faith for disputes over the sale and purchase of girik land that has been a revocation of certificates of no conflict over land in Supreme Court Decision No. 470 K / Pdt / 2020.

Based on the background exposure above, this study wants to formulate a problem formulation to answer the following three research questions:

- 1) What is the form of protection for buyers who are in good faith for disputes over buying and selling girik land according to the laws and regulations in the Indonesian agrarian field?
- 2) How the provisions for fulfilling aspects of buyers are in good faith in disputes over buying and selling girik land that has been a revocation of certificates there is no dispute over land?
- 3) How is the judge's consideration regarding the fulfillment of the aspects of the buyer in good faith in the dispute over the sale and purchase of girik land that has been a revocation

³ Alan Schwartz; Robert E. Scott, “Rethinking the Laws of Good Faith Purchase” (Colombia, 2011).

⁴ Ridwan Khairandy, *Hukum Kontrak Indonesia Dalam Perspektif Perbandingan* (Yogyakarta: UII Press, 2013).

⁵ Hernoko Agus Yudha, *Hukum Perjanjian Asas Proporsionalitas Dalam Kontrak Komersial* (Yogyakarta: Mediatama, 2008).

⁶ Widodo Dwi Putro, et al., *Penjelasan Hukum: Pembeli Beritikad Baik Dalam Sengketa Perdata Berobyek Tanah* (Jakarta\; LeIP, 2016).

⁷ Antonius Dimas, “Analisa Yuridis Kekuatan Hukum Surat Girik Tanah Adat Untuk Pembuktian Kepemilikan Tanah (Analisis Studi Putusan Nomor 537/PDT/2017/PT. BDG)” (UPH, 2020).

of the certificate of no dispute over land in the Supreme Court Decision No. 470 K / Pdt / 2020?

B. Literature review

Primary legal material is legal material that is authoritative, meaning it has authority.⁸

Laws and regulations related to the problems presented, namely:

- 1) Civil Code;
- 2) Law No. 5 of 1960 concerning the Basic Rules of Agrarian Principles;
- 3) Government Regulation No. 24 of 1997 concerning Land Registration;
- 4) Regulation of the Minister of Agrarian State / Head of the National Land Agency Number 3 of 1997 concerning the Regulation of the Minister of Agrarian State / Head of the National Land Agency concerning the Provisions for the Implementation of Government Regulation No. 24 of 1997 concerning Land Registration.

Berdasarkan Putusan MA: Putusan Mahkamah Agung Nomor 470 K/Pdt/2020. Bahan hukum sekunder berupa semua publikasi tentang hukum yang bukan merupakan dokumen-dokumen resmi yang meliputi buku-buku teks, kamus-kamus hukum, jurnal-jurnal hukum, dan komentar-komentar atas putusan pengadilan⁹ yang berkaitan tentang Notaris/PPAT jika terbukti keterlibatannya dalam kasus pemalsuan peralihan hak atas tanah. Tujuan penelitian ini adalah untuk menganalisis tanggung jawab Notaris/PPAT terhadap perbuatan pemalsuan dokumen hak atas tanah yang dibuat serta dampak hukum bagaimana yang akan terjadi atas keabsahan tersebut.

C. Research Meethods

This paper uses a form of research with analytical descriptive methods with a qualitative approach, namely based on quality. Therefore, the research in this paper seeks to analyze the problems that occur when this research is conducted that are actual in nature. Then, this study tries to give an idea of the facts of the problem at hand. As for the research typology that is used as a research utility of this paper, judging from its nature, it is included in the type of writing that is descriptive analytical. This is due to the decomposition of village government administrative arrangements in Indonesia accompanied by analysis of related reviews. The research used is also carried out by examining existing problems based on the relationship of existing concepts and policies.¹⁰ Judging from the form of research, this paper is a prescriptive writing, which is a writing that aims to provide an overview related to the fulfillment of aspects of buyer protection that is in good faith for disputes over buying and selling girik land that has been revocation of certificates of no dispute over land in Supreme Court Decision No. 470 K / Pdt / 2020.

This Research in this paper is essentially written in the field of law. Departing from the earlier goals, it is necessary to analyze secondary data on legal documents, government administrative decisions, court decisions, journal articles, and other references. The analysis in question is presented in this study to get an overview related to the fulfillment of aspects of buyer protection that are in good faith for disputes over buying and selling girik land that has

⁸ Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana Perdana Media Group, 2010).

⁹ Peter Mahmud Marzuki, *Penelitian Hukum*.

¹⁰ Sri Mamudji, et al., *Metode Penelitian Dan Penulisan Hukum* (Jakarta: Badan Penerbit Fakultas Hukum Universitas Indonesia, 2005).

been a revocation of certificates of no dispute over land in Supreme Court Decision No. 470 K / Pdt / 2020. In the study, the data collection tool used is document studies.

Secondary data is also obtained from related articles and journals related to the fulfillment of ethical aspects of buyer protection found on the internet. Regarding the secondary data, the legal materials used in this paper include legal materials that are primary and secondary. The primary ones that are used as references or sources of writing inspiration for this study, among other legal materials, are those related to agrarian laws and regulations, various state administrative decisions related to the registration of land rights transfer, and court decisions related to the fulfillment of aspects of good-faith buyers. Then, secondary legal materials that will be used include those from books, journal articles, or other writings relevant to this research.

D. Results And Discussions

1. The Concept of a Good Faith Buyer in Indonesian Agrarian Law

In a treaty, good faith plays an important role, because, with the good faith shown by the parties in agreeing, the parties will feel protected. In the land purchase agreement made before the notary, the seller is obliged to provide an honest description of the state of the land to be sold, without any cover-up. Legal protection for well-faith buyers of land means that legal protection only arises when the buyer himself transacts in good faith.¹¹ Thus, the opposite, the buyer must check the location of the land to be purchased carefully, to find out in advance whether the purchased land can be managed or not.

Good faith must exist from before the preparation of the contract in which the parties begin to negotiate until reaching an agreement until the stage of executing the contract. Good faith in the agreement to buy and sell land rights must be based on the content of the agreement containing the principle of fairness and propriety. The context of good faith in Article 1338 paragraph (3) of the Civil Code is based on rationality and propriety.¹² The standard used in assessing good faith in the execution of contracts is an objective standard. By this standard, the conduct of the parties in carrying out the contract and the assessment of the content of the contract is based on the principles of rationality and propriety. Good faith has a very important role in making an agreement, including in the agreement to buy and sell land rights made in front of a notary in order to minimize the possibility of fraudulent practices in the sale and purchase transaction.

Good faith is an abstract meaning and difficult to formulate, so more people develop it through events in court—good faith in the implementation of the agreement about the issue of decency and propriety. The principle of good faith can be subjective good faith or objective good faith.¹³ Good faith is essential in implementing the agreement, both relating to the understanding required in the provisions of the law in civil law and the field of land rights buying and selling agreements related to agrarian law. Good faith in a treaty must exist because a deal will be agreed upon. This obligation is essential to know, especially for parties in the sale and purchase of girl land, which is closely related to the enforceability of customary law or local customs, where confirmation of the validity of buying and selling land in an indigenous territory

¹¹ Putra Zaldi Pratama Bagus, "The Basics of Good Faith and Good Intention in Land Purchase System in Indonesia," *Journal of Law and Legal Reform* 1, no. 4 (2020): 700.

¹² *Kitab Undang-Undang Hukum Perdata*, n.d.

¹³ R. J. Moertiono, "Ketentuan Hukum Terhadap Pelaksanaan Iktikad Baik Dalam Kerja Sama," *Prosiding Seminar Nasional Hasil Penelitian* 2, no. 2 (2019): 1425, <https://e-prosiding.umnaw.ac.id/index.php/penelitian/article/view/374>.

does not necessarily confirm the validity of buying and selling in the eyes of positive agrarian law.¹⁴

In other words, good faith exists at the time of negotiation before the agreement to make and draft a deal. Ridwan Khairandy stated that good faith must exist from the negotiation and preparation of contracts to the implementation of contracts, especially in disputes that require judges to review the terms of good faith in the agreement.¹⁵ In the provisions of Article 1338 paragraph (3) of the Civil Code, it is stated that an agreement must be implemented in good faith. The suitable faith arrangements in the law of this contract are minimal.

There is no further explanation of what is meant by good faith, so there needs to be more concrete legal certainty related to good faith to provide clarity and avoid hesitation in carrying out what is meant by good faith. In addition, in laws and regulations related to good faith, there is no uniformity so as not to provide legal certainty and justice because there is no denying that no law is perfect or complete, and there must be shortcomings or weaknesses. In general, it can be argued that there are two main potential weaknesses in the legislation. First, in terms of formulation sometimes incomplete, precise, and concrete. Second, material content is sometimes no longer relevant to social reality. It should be noted that this weakness does not reduce the necessity of good faith, which will later be proven by the judge, to follow the standard of justice based on the Supreme Godhead as the nature of the judiciary itself in restoring the order of life that deviates from what it should be.¹⁶

Against the above, it is necessary to be associated with the sale and purchase of girik land and its relationship with good faith. With such a correlation, it will be easy to understand how the judge's consideration of the fulfillment of the aspects of buyers is in good faith in the dispute over buying and selling girik land that has been a revocation of certificates of no conflict over land in Supreme Court Decision No. 470 K / Pdt / 2020

2. Analysis of Supreme Court Decision No. 470 K/Pdt/2020 related to Girik Land Purchase Requirements, Certificate of No Dispute over Land, and Its Relation to Good Faith Buyers

In the context of buying and selling girik land, the legal terms of buying and selling such land remain subject to the provisions in the Civil Code ("Civil Code"). In this case, the seller's material requirements in the form of the list of the seller's name in the girik and the material requirements of the buyer in the form of a person who is capable of carrying out legal force and qualifying as a subject of property rights to the land of the girik buying and selling object (i.e., in his capacity as an Indonesian citizen) must be fulfilled completely.¹⁷ Furthermore, it is also necessary for the conditions of formil to be met. Santoso elaborated that the requirements of this formil include the following:

"Formal requirements in buying and selling land are related to proving the occurrence of land purchases. To register land and sell to the local District or City Land Office, the sale and purchase of land rights that have been certified or other than certificates must be proven by the existence of a deed made by and before the Land Deed Making Officer (from

¹⁴ Harsono Priyo, "Registration of Transfer of Property Rights to Land by Buying and Selling and the Problems," *Law Development Journal* 2, no. 1 (2020): 29.

¹⁵ Ridwan Khairandy, *Itikad Baik Dalam Kebebasan Berkontrak* (Jakarta: Universitas Indonesia, 2004).

¹⁶ Antonius Sudirman, *Hati Nurani Hakim Dan Putusannya Suatu Pendekatan Dari Perspektif Ilmu Hukum Perilaku (Behavioral Jurisprudence) Kasus Hakim Bismar Siregar* (Bandung: PT. Citra Aditya Bakti, 2007).

¹⁷ Santoso Urip, "Jual-Beli Tanah Hak Milik Yang Bertanda Bukti Petuk Pajak Bumi (Kutipan Letter C)," *Perspektif* 17, no. 2 (2012): 66.

now on referred to as PPAT) by the provisions in Article 37 paragraph 1 of Government Regulation No. 24 of 1997. *However, this provision is not absolute because the formal requirements in the sale and purchase of land rights are not necessary to be proven by the PPAT deed, because in certain circumstances, as determined by the Head of BPN RI and the Head of the District or City Land Office can register for the transfer of rights through the sale and purchase of land areas of property rights that are Indonesian citizens as evidenced by deeds not made by PPAT. Still, the truth is considered sufficient to register the rights' transfer. This is by article 37, paragraph 2 of Government Regulation No. 24 of 1997".*¹⁸

Based on the above description, it can be understood that the formal requirements in the sale and purchase of land property rights are not absolutely necessary to be proven by the deed of PPAT because in certain circumstances as determined by the Head of BPN RI and the Head of the District or City Land Office can register for the transfer of rights through the sale and purchase of land areas of property rights that are Indonesian citizens as evidenced by deeds not made by PPAT, but the truth is considered sufficient to register the transfer of the rights concerned.¹⁹ This will be the basis in the transfer of the right to buy and sell girik land in the case of Supreme Court Decision No. 470 K / Pdt / 2020 as will be reviewed below.

In the case of Supreme Court Decision No. 470 K / Pdt / 2020, it is known that a land dispute in a civil case occurred between Marzuki as the Cassation Applicant and Sukami as the Cassation Respondent with six other parties as to the Cassation Respondent. The conflict began when Plaintiff felt hindered in controlling and utilizing Plaintiff's land, namely customary land, Girik C. 126, Persil 13, Blok D.IV, covering + 46 m² (forty-six square meters), in the name of Raini Pr. Sairoeng, located on Jalan SD Inpres, RT 09, RW 04, Kebon Pala Village, Makasar District, City of Jakarta Timur.²⁰ The object of the land dispute is a piece of land owned by Adat Girik C. 126, Persil 13, Blok D.IV, covering + 46 m² (forty-six square meters), in the name of Raini Pr. Sairoeng, located on Jalan SD Inpres, RT 09, RW 04, Kebon Pala Village, Makasar District, City of Jakarta Timur. This land was then declared by the East Jakarta District Court as the plaintiff's legal property by declaring it valid as well as the Sale and Purchase Deed No. 1789/2015, dated November 27, 2015 for plaintiffs.²¹

Please also note that sporadic land registration applications can be made on the direct application to register for old rights as intended in Article 24 of Government Regulation No. 24 of 1997. Documents of written evidence on land ownership in the form of proof to register senior rights in the form of girik can be done by showing the deed of requests made under the hand spiked with a sign of testimony by the Head of Customs / Village Head / Village made before the enactment of government regulations with the basis of rights transferred.²² As for if the document does not exist, proof of the right to the land can be done with other evidence equipped with the relevant statements and reliable information from at least 2 (two) witnesses from the local community who do not have a family relationship with the person concerned to

¹⁸ Urip, "Jual-Beli Tanah Hak Milik Yang Bertanda Bukti Petuk Pajak Bumi (Kutipan Letter C)."

¹⁹ Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah, n.d.

²⁰ Mahkamah Agung Nomor 470 K/Pdt/2020, n.d.

²¹ Putusan Negeri Jakarta Timur Nomor 395/Pdt.G/PN.Jkt.Tmr, n.d.

²² Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 3 Tahun 1997 Tentang Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Tentang Ketentuan Pelaksanaan Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah, n.d.

the second degree both in vertical and horizontal kinship, which states that the person concerned is the true owner of the land plot.²³

If the ownership of a piece of land cannot be proven using proof, then physical control of the land area concerned for 20 (twenty) years or more in a row by the person concerned and his predecessors as intended in Article 24 paragraph (2) of Government Regulation No. 24 of 1997 can be used as a basis for bookkeeping the land as the property concerned.²⁴ The reality of physical mastery and proof is stated in the form of an affidavit, which if needed the party concerned can take an oath before the Juridical Data Collection Task Force about the truth of himself as the one who controls the land, equipped with the equipped:

- a) information from at least 2 (two) witnesses whose testimony can be trusted, because of its function as a local customary elder and / or residents who have long lived in the Village / Village where the land is concerned and do not have a family relationship with the person concerned until the second degree both in vertical and horizontal kinship.
- b) testimony from the Village Head / Lurah as a member of the Adjudication Committee who was outlined in the 201 fill list.²⁵

The affidavit as intended, among others, contains:

- a) that the physical land is manifestly controlled and used by the claiming party or manifestly not controlled but used by the other party on a lease or profit sharing basis, or by other forms of civil relations;
- b) that the land is not in a state of disputed;
- c) that if the signatory falsifies the contents of the affidavit, willing to be prosecuted in front of the Judge criminally or civilly for giving false statements.²⁶

Based on the details above, it can be understood that the absence of disputes on land objects becomes important, especially in the context of girik soil that is not supported by supporting written evidence. In this case, the testimony of the Village Head / Lurah becomes a complete requirement in transferring the right to girik land. It should be understood that such a fact becomes crucial in determining legitimate landowners. In the case, Plaintiff purchased the object of dispute from Wahyudi with the Deed of Sale and Purchase No. 1789/2015 dated November 27, 2015. At that time, the Defendants occupied the disagreement as heirs of the deceased Harun Al Rasyid and the grandson of the deceased Raini Pr Sairoeng, and both RT, RW, and Kelurahan revoked the Certificate of no dispute over the land of the object of controversy.²⁷ Two facts can be drawn from the purchase of the object of dispute by the Buyer at the time of the transfer of rights occurred through the signing of the deed of sale and purchase:

²³ Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 3 Tahun 1997 Tentang Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Tentang Ketentuan Pelaksanaan Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah.

²⁴ Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 3 Tahun 1997 Tentang Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Tentang Ketentuan Pelaksanaan Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah.

²⁵ Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 3 Tahun 1997 Tentang Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Tentang Ketentuan Pelaksanaan Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah.

²⁶ Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 3 Tahun 1997 Tentang Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Tentang Ketentuan Pelaksanaan Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah.

²⁷ Mahkamah Agung Nomor 470 K/Pdt/2020.

- a) the dispute object is occupied by the Defendants as the heirs of the late Harun Al Rashid and the grandson of the deceased Raini Pr Sairoeng; and
- b) neighborhood Association, citizens Association and the local Village have revoked the Certificate of no dispute over the land object of dispute.

The two facts above became legal events that affected the ownership of girik land rights that became the object of dispute considering that in practice land tenure was disputed occupied by the Defendants as heirs of the late Harun Al Rashid and grandson of the deceased Raini Pr Sairoeng. neighborhood Association, citizens Association and the local Village It has also revoked the Certificate of no dispute over the object of controversy. Thus, the thing of land to be traded, but in the condition that there is still a dispute, is an invalid agreement in agrarian law.

Therefore, it can be understood that girik land is land that has a sign of ownership based on customary law. This certificate is not a land certificate so its ownership is not recorded in the land office. Therefore, the girik itself is prone to disputes. So far, the sleigh evidence that exists only as a means of proof of control of the land area concerned, as a tax on the land has been paid by the owner of the girik, and as evidence of the girik is not proof of land rights.²⁸ Girik is simply a certificate of object to land (a certificate of object to land)).²⁹ so that Girik Letter should not be equated with land certificate, the position of girik letter is lower than land certificate. Girik land is usually heritage land or ulayat rights land, in addition, land with old rights such as girik land can also come from western-owned land, for example *eigendom*, *erfpacht* or *opstaal*.³⁰

However, it can be understood that the judge's consideration is correct to prioritize good faith. The judge judged Plaintiff as a buyer is not careful, not careful, so it cannot be protected as a buyer of good faith. Therefore, based on the considerations mentioned above, in the opinion of the Supreme Court, there are enough reasons to grant the cassation application from the Cassation Applicant: MARZUKI and overturn the Decision of the Dki Jakarta High Court Number 717 / PDT / 2018 / PT DKI, dated January 30, 2019, which strengthened the Decision of the East Jakarta District Court Number 395 / Pdt.G / 2017 / PN Jkt Tim, dated September 3, 2018, and the Supreme Court self-adjudicated this case with the following ruling: Granting the cassation request from the Cassation Applicant: the MARZUKI; and Overturn the Decision of the Jakarta High Court Number 717 / PDT / 2018 / PT DKI, dated January 30, 2019, which strengthened the Decision of the East Jakarta District Court Number 395 / Pdt.G / 2017 / PN Jkt Tim.³¹

E. Conclusion

Regulation Of The Minister Of Agrarian State Number 3 Years Concerning The Provisions Of The Implementation Of Government Regulation No. 24 Of 1997 stipulate that the absence of dispute over the object of dispute is a crucial requirement to be able to transfer and register the land with sleigh evidence. In this case, it should be understood that the absence of disputes is supported by a statement in the form of a letter from neighborhood Association, citizens Association and the local Village Regarding the absence of disputes. This is still true by the

²⁸ Ade Saptomo; B. F. Sihombing, "Certificate of Land Rights in the Legal Philosophy of Notary," *Int. J Sci Res Mana* 8, no. 12 (2020): 304.

²⁹ Ade Saptomo; B. F. Sihombing, "Certificate of Land Rights in the Legal Philosophy of Notary."

³⁰ Ade Saptomo; B. F. Sihombing, "Certificate of Land Rights in the Legal Philosophy of Notary."

³¹ *Mahkamah Agung Nomor 470 K/Pdt/2020*.

considerations in the determination of the UUPA itself, where Indonesian agrarian law still has the nature of dualism, with the enactment of customary law and agrarian law based on western law.

Judex factie has declared Plaintiff as the rightful owner of a piece of land owned by Adat with Girik C. 126, Persil 13, Blok D.IV, covered + 46 m² (forty-six square meters), in the name of Raini Pr. Sairoeng, located in Jalan SD Inpres, RT 09, RW 04, Kebon Pala Village, Makasar district, the city of east Jakarta Applying the law can also be considered wrong because it does not feel like real legal facts. From the case analysis, two points can be drawn from the purchase of the object of the dispute by the Buyer when the transfer of rights occurred through the signing of a deed of sale and purchase:

1. the dispute object is occupied by the Defendants as the heirs of the late Harun Al Rashid and the grandson of the deceased Raini Pr Sairoeng; and
2. The neighborhood Association, citizens Association and the local Village have revoked the Certificate of no dispute over the land object of dispute.

Based on the above facts, *judex juris* Also stated and judged plaintiff as a buyer is not careful, not careful so that it cannot be protected as a buyer in good faith. This has been in line with the provisions in the positive law and the regulation of local girik land relating to disputed land objects. Thereby, Fulfillment of the aspect of protection of buyers who are in good faith for disputes over buying and selling girik land that has been a revocation of certificates there is no dispute over land in the study of Supreme Court Decision No. 470 K / Pdt / 2020, this shows that the aspect of protection must be fulfilled if the buyer himself fulfills the efforts of good faith in tracing the real facts in the field of land tenure on the object of dispute. This is included in checking the mastery of the thing of dispute which is, in fact that the Defendants occupy the object of dispute as the heirs of the deceased Harun Al Rashid and grandson of the deceased Raini Pr Sairoeng; and The neighborhood Association, citizens Association and the local Village has revoked the Certificate of no dispute over the land object of dispute. The two facts of mastery over the object of this dispute are an absolute element in the aspect of good faith, at least according to *judex juris* who *in casu* that's a panel of judges in the case of Supreme Court Decision Number 470 K/Pdt/2020.

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