

Unlawful Acts of Transferring Inherited Objects to Other Parties Without the Knowledge of All Heirs (Study of Decision 75/PDT.G/2017/PN Praya)

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Abstract

Civil agreements between individuals are not free from unlawful acts. Violations often occur due to agreements made by unauthorized persons, especially in terms of buying, selling, and transferring rights to an object of the agreement. As in the case of Decision 75/PDT.G/2017/PN Praya, violations were found due to the transfer of rights to inherited land without the knowledge of all authorized heirs. This dispute occurs simultaneously in two legal actions, the first legal act, the right to the inherited land is transferred by one of the heirs of the owner to someone who is not authorized to the land, which then by the unauthorized person, the inherited land that does not belong to him is sold to the third party, another as the subject of the land purchaser. This study is aimed at elaborating why the agreement that arose the case was categorized as PMH. The research method used is normative juridical, accompanied by primary and secondary legal materials. The problem approach used is the statutory approach, where the regulation that becomes the main reference is the Civil Code. The results of the study state that violations arise as a result of the actions of the perpetrators contradicting the rights of others, with their obligations, and the moral norms. These violations are categorized as PMH, because there is an act by the perpetrator that triggers a loss to another party, meaning that there is a causal correlation between the act and the loss.

Keywords: *Inheritance land, dispute, unlawful act*

INTRODUCTION

Within the scope of civil law, recognize the term 'commitment' in the third book. The birth of an engagement according to Article 1233 of the Civil Code is caused by 2 (two) things, including because of an agreement and because of the birth of a law. An agreement based on an agreement occurs when one or more people bind themselves to one or another person, such as a sale and purchase agreement, borrowing and borrowing, leasing, and so on. Meanwhile, the agreement that was born based on the law arises because the rules of the law

itself regulate this, such as the legal relationship between the heir who leaves his inheritance to the heirs or people who are entitled to the object of inheritance.

In principle, the agreement as stated above is valid and binding when the parties have agreed to carry out the legal action, whether accompanied by an agreement made verbally or in writing. However, in a verbal agreement, it often creates legal problems in the future between the parties to the agreement. One of the factors causing this problem is the absence of a written contract as a guide for the parties in executing the agreement. The importance of the agreement being carried out formally is to keep the object of the agreement from being misused, as well as an effort for the parties to have definite rules and know the limits of their rights and obligations, ensure peace for the parties, and facilitate dispute resolution because there is evidence of a written binding agreement.

In making a written agreement, there are 2 (two) types of written form in the form of a deed, namely an authentic deed and a private deed. Article 1868 of the Civil Code defines an authentic deed as a deed made before an authorized public official (in this case a Notary & PPAT). An authentic deed provides a perfect proof of what is contained in it, this is also recognized and stated firmly in Article 1870 of the Civil Code, which means that the existence of perfect evidence is that an authentic deed is deliberately made as the strongest means of proof before the court. if at a later date a dispute arises. The parties to the agreement are closely related to the acquisition of rights and the fulfillment of the obligations carried out, by making an authentic deed of agreement, the deed is made to ensure legal certainty for what is stated in the agreement deed and minimize the emergence of disputes. (Habib Adjie, 2008, h.74). It is different with the underhand deed. An underhand deed is a free written form and is not made before an authorized public official/Notary & PPAT. The significant difference between an authentic deed and an underhand deed lies in the strength of the proof, in which an underhand deed only has valid proof but is not as perfect as an authentic deed, and this deed is declared valid and binding as long as the deed is not denied by the parties.

The emergence of disputes in agreements can be caused by a number of factors, either in the form of default disputes, or acts against the law. Unlawful acts that are often found in agreements between communities, one of which is an agreement made by an unauthorized person by claiming to be the party entitled to the agreement. This of course causes irregularities for the parties as subjects who are entitled to the object of the agreement, which he does not feel that his object is based on an agreement with another person. This action clearly reflects the state of the unlawful act. The element of an unlawful act can be defined as an action that is contrary to the fulfillment of the rights and obligations of the perpetrator, violates the subjective rights of other authorized parties, violates the rule of law, both written and unwritten, and violates the principles of propriety, thoroughness, and prudence.

The real picture is in the form of cases that occur in accordance with the actions described above, namely the case of Decision 75/PDT.G/2017/PN Praya, where there is one heir who transfers an object of land inherited by his father to someone who is not authorized to the object. free of charge and without the knowledge of other heirs or siblings. After receiving the land object by an unauthorized party, over time the land is finally sold to another person as a buyer of new land who is not known to the heirs by making a sale and purchase agreement between the parties without the knowledge of the heirs/the entitled person. even on the ground. This action clearly fulfills the four elements of an unlawful act as described

above, especially the importance of understanding beforehand that in the execution of an object of inheritance it is obligatory to obtain the approval of all the heirs concerned.

Indeed, if a person has died, then all assets owned during his lifetime fall to the heirs/people who are entitled to receive the property based on class and in accordance with the legitimate portie (absolute share) that has been determined by law. In the sale and purchase transaction of inherited land, there are important points that need to be confirmed by the buyer, namely the buyer must ensure and believe that he is dealing directly with the legal heirs as the land owner. If the heirs of the land owner are more than one person, the transaction must also be attended by all heirs to give approval and uphold the legal terms of the agreement in terms of the agreement subject to the agreement.

Based on the above background, there are still a number of problems that reflect unlawful acts in the form of control of inheritance objects by unauthorized parties and events of buying and selling inherited land without the knowledge of all heirs. Therefore, this study is important to study and the need for more elaboration and in-depth analysis regarding why the agreement that arose in the case of Decision 75/PDT.G/2017/PN Praya was categorized as an unlawful act.

RESEARCH METHOD

The research method is a fundamental requirement in codifying and processing data on research in order to create an ideal and factual research study. This study uses a normative juridical method, which in reviewing data requires positive legal rules and norms in Indonesia, including statutory regulations and applicable legal principles. The data source used is secondary data consisting of primary legal materials, namely laws, and secondary legal materials, namely library research in the form of books and scientific journals. The problem approach used in this research is the statute-approach approach, which is tracing the laws and regulations related to the legal theme being observed. (Marzuki Peter Mahmud, 2014). In this study, the law that becomes the main focus and reference comes from the Civil Code and Government Regulation of the Republic of Indonesia Number 24 of 1997.

DISCUSS AND ANALYSIS

Unlawful Acts of Heirs in the Transfer of Inheritance Objects

As described in the background, the following describes the case identification scheme to provide a more concrete explanation regarding the case of the position of Decision 75/PDT.G/2017/PN Praya.

Table 1.
Case Chronology of Decision Position 75/PDT.G.2017/PN Praya

No.	Times	Event
1.	Year 1995	EM (alm) owner of a plot of land with ownership rights (Pipil/Kohir) died, and ownership of the land passed to his children as heirs (JMN (alm), JML, SHM, and IM)

2. Year 1995 JMN independently handed over the land inherited from his father for free and without the knowledge of other heirs/siblings to another person who was not authorized named AD (alm).
 3. Year 1997 AD sold the land to other parties with the initials AG and RMD who were not known to the heirs, by making a sale and purchase agreement between the parties without the knowledge of the heirs.
 4. Year 1997 – Inherited land is controlled by AG and RMD.
 5. Year 2017 JML, SHM, and IM wondered why the land that was inherited by their father was controlled by someone else they didn't even know, so they wanted to ask AG and RMD for documents and letters regarding how they got the land. Then AG and RMD showed IM a land sale and purchase agreement between AD as the seller and AG and RMD as the buyer.
 6. Year 2017 TOTAL, SHM, and IMB as heirs/parties entitled to the inherited land feel aggrieved, so they file a civil lawsuit at the legal residence of the Praya District Court.
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Humans as social beings are closely related in establishing interactions and building a new relationship between humans and other humans. In establishing relationships that are related to civil relations, this always makes human life inseparable from the importance of the existence of law, where the role of law controls and provides guidelines in the form of limits for humans to behave. Therefore, in a legal relationship in the form of an agreement made between humans, it is crucial to understand the importance of the existence of a written agreement as evidence of a legal event in question. As is known, written agreements are needed to be used as legal evidence to determine the limits of rights and obligations, as well as become directions and instructions for legal subjects in carrying out every act. Referring to the case, previously it was not explicitly known what legal event occurred between JMN and AD. Based on the analysis, this can be drawn into 2 (two) possibilities, namely:

1. JMN gave the AD authority to manage the inherited land, especially the inherited land is a plot of rice fields. The management of the land in question is cultivating, plowing and working on agricultural land whose harvests remain under the control of the heirs, and AD is prohibited from occasionally selling or transferring the land in question (Mondong, 2017).
2. JMN authorizes AD to carry out legal actions in the form of transferring rights or selling a piece of inherited land to another party. Thus, AD as the beneficiary has full power and acts on behalf of the power of attorney in this case JMN and other heirs to third parties. (Harahap, 2012). This power of attorney generally occurs when the owner or seller is unable to attend the sale and purchase transaction process.

The presence of Book III of the Civil Code is a guide to the rules regarding the granting of power of attorney to parties to the agreement. Based on the type, the granting of power recognizes the existence of general power and special power. Articles 1795 and 1796 of the

Civil Code implicitly describe the meaning of general power and special power. General power of attorney is intended to give power to the person who will handle the interests of the person giving the power of attorney and includes only management actions, such as managing assets (Harahap, 2012). Meanwhile, a special power of attorney is exercised for actions that only cover a certain interest as stated in the power of attorney, such as the power to transfer an object, place a mortgage, and certain other actions that include special interests.

The two descriptions above can be concluded that the general power of attorney is only carried out for the process of managing the interests of the power of attorney, while the process of transferring objects belonging to the power of attorney or other actions that should be carried out by the owner is not permitted to grant a general power of attorney, but must be accompanied by a special power of attorney and accompanied by with firm words. In fact, power of attorney can be made in several forms, one of which is in the form of a notarial deed. A notarial deed is defined as an authentic deed used as written evidence that is perfect and eminent. The authenticity of a notary deed does not lie in the paper, but rather that the deed is made before a notary as an authorized public official, or it can be interpreted that the deed made by a notary is authentic (Habib Adjie, 2009). In essence, this deed contains a formal truth in accordance with what was explained by the appearer to the Notary, in which the Notary is obliged to believe that the contents of the deed have really been understood and are in accordance with the wishes of the interested parties as evidenced by reading the contents of the deed to the appearers until the time is right. the parties signed the deed (Pramono, 2015).

Referring to the case, the granting of power of attorney carried out by JMN to AD in 1995 was carried out verbally, so that the strength of evidence that arises is not as perfect as written evidence when presented in court, because verbal evidence cannot necessarily be believed and trusted in court as referred to in Article 1905 of the Civil Code. Therefore, the granting of power in this case should be made in writing in the form of a notary deed, because the better the level of strength of the proof, the more protected the parties are from the threat of dispute.

In addition to written evidence, which is a fundamental object in an agreement, the parties also need to heed that there are other important things that must be fulfilled long before an agreement is executed, namely the legal requirements of the agreement as stipulated in Article 1320 of the Civil Code. One of the essences of this article alludes to that an agreement must be formed by agreement of the parties who bind themselves to perform a certain legal act (the principle of consensualism). This means that as detailed based on the case, one of the heirs is legally obligated to request and seek approval from other heirs if he intends to execute the inherited land, either in terms of selling, pledging, granting or performing other legal actions, because the other heirs have the same rights. The same applies to the ownership of the land.

Based on the case, one of the heirs with the initials JMN handed over the land inherited from his father for free and without the knowledge of the other heirs/siblings to another person who was not authorized with the initials AD. This action, of course, explicitly identified the location of the disputed problem, where JMN single-handedly handed over a land that belonged to his father to AD. In other words, the process of handing over or granting land rights does not involve or ask for the approval of other heirs, including JML, SHM, and

IM. The role and presence of other heirs is important because if the heirs who are the party entitled to the land are not involved, disputes and other unwanted things will arise, especially followed by claims for the management of the land (Camalia & Taupiqurrahman, 2021), as it is known that everyone has the same way to be able to defend their rights, especially in the case of heirs to the object of inheritance (Purnawan, 2020).

Another problem as stated in the case of Decision 75/PDT.G/2017/PN Praya is related to the agreement on the transfer of land rights in terms of sale and purchase. The transaction between AD and AG and RMD issues a proof of the transfer of rights by making a written Sale and Purchase Agreement. Although the agreement between AD and AG and RMD presents written evidence to serve as a form of legal certainty, it does not rule out the emergence of a legal problem against the object of the agreement, because a dispute can occur if there is a gap in the form of an error in taking action. Referring to the provisions of Article 1320 of the Civil Code which is consistently used as a reference as a valid condition of the agreement, it states that an agreement is valid if it fulfills the agreement of the parties in it, the parties are legally capable of entering into an agreement, the agreement occurs on the basis of a certain thing and a lawful cause. The terms of this agreement are cumulative, where all of these conditions must be fulfilled without exception.

With regard to these conditions, there are elements of conditions that have indeed been fulfilled in the sale and purchase agreement between AD and AG and RMD, but it should be underlined again that these conditions are not necessarily valid if they are only partially fulfilled. Furthermore, the sale and purchase agreement as in this case can be analogized with the following legal terms of the agreement:

1. Agreement of the parties.

The form of the agreement is in the form of the realization of the objectives of the parties in an agreement regarding what they want to be carried out. When the opposing party agrees to offer an agreement from another party, then an agreement is created between the parties to bind themselves to each other in an agreement. Regarding the case, AD with AG and RMD have fulfilled these legal requirements, where both agreed and heeded that a sale and purchase agreement for the land was made, and both agreed to make a Sale and Purchase Letter in 1997. However, it is important to remember that this agreement does not necessarily mean that limited to AD, AG and RMD only, because the object being traded does not involve or involve the original owner of the object, and it is clear that the owner does not allow or even knows of an agreement involving his assets, and does not involve himself as the owner of the property involved. concerned. Therefore, this matter was actually aborted and clearly did not meet the legal requirements of the parties' agreement.

2. The parties are legally capable to enter into an agreement.

Proficiency in this condition is intended when a person has the authority to carry out a legal act, in the sense that the person is an adult, has common sense, and is not under guardianship. Regarding the adult category according to law, it has been regulated in Article 330 of the Civil Code, which states that the adult limit is when a person is 21 years old or married. The subject of this decision case, it is implicitly explained that AD, AG and RMD can be categorized as people who are capable of taking legal action. They have the age of maturity and are able to carry out legal actions without being accompanied by other parties, so that considerations in terms of skills are fulfilled by AD, AG and RMD.

3. A certain thing

In order to give birth to legal certainty, every agreement must include clearly and clearly what will be the object of the agreement. The agreement between AD and AG and RMD is transparently known what is the object of their agreement, namely a plot of land with ownership rights in the form of rice fields (Pipil/Kohir). The object is EM's land which was passed on to his children, namely JMN, JML, SHM, and IM. Thus, the object is categorized as an object of dispute, where the validity of the sale and purchase agreement against this object by AD, AG and RMD is contrary to the law and the rights of others. Therefore, the legal requirements of this object are not fulfilled because the agreement was not carried out by an authorized person.

4. A lawful reason

The parties in making an agreement must have a valid cause and reason why the agreement was made. Article 1335 of the Civil Code contains several elements of lawful causes that have legal force in an agreement, including the agreement was not made without a cause, was not made for a false cause, and was not made for a prohibited cause. The case of AD, AG and RMD agreements clearly proves that the agreement was made for illegal reasons as evidenced by the existence of an object that is not lawful, where the object being agreed upon is under dispute and the acquisition is on an invalid basis for sale. Therefore, almost all of the components contained in this agreement are obtained based on prohibited sources and origins.

Notaries as public officials who are authorized to make authentic deeds must be neutral and professional, in the sense of not taking sides with any appearer, having high insight and integrity in carrying out their positions, and being fully responsible for all their actions that are contrary to the law and the code of ethics. (Ningsih, Faisal, & Adwani, 2019). In addition, Notaries are also required to provide counseling and legal services to the appearers as well as possible. In the execution of the inherited land object, the Notary should ensure in advance that the parties present to appear are the parties who are entitled to the inherited land, in other words, the appearing party is the heir. In order to ensure this, the heirs should be asked to show evidence of a letter that is deemed necessary before executing the object of inheritance. such as death certificate of the testator, certificate of heir, and family card.

The position of a Notary is very much needed to provide retrospective that the presence of all heirs is important in carrying out transactions or legal actions against the object of his inheritance, which is done in order to reduce the probability of a dispute arising. If the heirs of the land owner are more than one person, the transaction must also be attended by all heirs to give approval, and if one of the heirs is unable to attend the transaction process, the heirs concerned can be represented by granting power of attorney to another person accompanied by making a signed approval letter legalized by a notary or can also be made in the form of a notary deed. If most of the heirs are unable to attend, then only one heir can be authorized as a representative to fulfill the transaction (Purnawan, 2020).

In connection with the context of unlawful acts (hereinafter abbreviated as PMH), the Civil Code explains in Article 1365 that any action that violates legal provisions and causes harm to other people, the person causing the loss is obliged to compensate for the existing loss. Along with that, currently PMH has obtained an expansion of its meaning, that an agreement is classified as PMH if the action contains the following elements:

1. The actions taken are contrary to the rights of others;
2. The actions taken are contrary to one's own obligations;
3. The actions taken are contrary to the norms of decency; and
4. The actions taken are contrary to the principle of prudence and good social relations.

Based on the case of Decision 75/PDT.G/2017/PN Praya, the lawsuit was filed not only in violation of the provisions of the law, but the actions taken by JMN and AD were against the rights of others, against their own obligations, against the norms of decency, and contrary to the principle of prudence and good social relations. This is evidenced by JMN's act of handing over his father's inherited land for free to other people who are not authorized to the land, namely AD without the knowledge of other heirs/siblings, and similarly AD has violated the law by selling inherited land that does not belong to him. other parties without the knowledge of the heirs/people who are entitled to the land though. This behavior clearly contains conditions and elements that are categorized as unlawful acts, where there is an act caused by an actor and triggers a loss to another party, meaning that there is a causal correlation between the act and the loss.

Preventive measures to avoid the occurrence of buying and selling land carried out by unauthorized parties

Referring to the provisions of customary law, the legal action of buying and selling land is a transfer of land rights that must be applied in a clear and cash manner. The transfer of land rights in the case of buying and selling implies that the transfer of rights will forever be transferred from the seller to the buyer. The purpose of the transfer is carried out based on the clear principle, namely the agreement must involve and be carried out in the presence of an authorized public official (in this case the Land Deed/PPAT Official) in the presence of witnesses, while what is meant by the cash principle is the occurrence of two actions that are carried out simultaneously. and at one time, namely in the form of transferring ownership rights to an object from the seller to the buyer accompanied by payment of a certain price from the buyer to the seller which has been previously agreed upon (Hayati, 2016). This principle is often found in the practice of buying and selling land in the community, because the existence of this principle is interpreted as the heart of fundamental agrarian law and is applied to involve transparency in transactions in an agreement (Winandra, 2020).

In addition to the importance of the two principles above, the entity of Regulation of Government No. 24 of 1997 requires that the sale and purchase of land be carried out before the PPAT. If the sale and purchase of land is not carried out in the presence of the PPAT, then the status of the sale and purchase of the land does not actually occur between the seller and the buyer, because when the transfer of land occurs, the buyer does not register his new land rights with the local Land Office without a Deed of Sale and Purchase. by PPAT (Damayanti, Londa, & Polontalo, 2020).

The main thing that must be understood by the buyer before buying land is to seek detailed information about the object of land to be purchased and to comply with existing procedures before starting to agree on an agreement. Before carrying out a sale and purchase transaction, the buyer should carefully explore several things regarding the origin or authenticity of the proof of ownership of the land property. Thus, it is necessary to find out who is the owner registered in the certificate of land rights and who is listed in the archive of

proof of tax payment or proof of payment of Letter C. In addition, it is necessary to know the status of the owner of the land, whether the owner has a family (in this case, is married/married.), or whether the position as heirs is clear, because all parties concerned with land, especially a seller, must know and agree to the birth of a sale and purchase agreement on land (Saranaung, 2017).

Next, the object of land being traded is ensured that it is not under confiscation or has the status of disputed land. The buyer can observe whether the owner is litigating or being sued in court or not. Then the buyer can find out and confirm that the condition of the land is not being pledged as collateral. Interested parties can also request information from the Land Agency regarding the identity of the ownership and status of the land, whether the land object is under confiscation or is being guaranteed with mortgage rights or not. This matter is accommodated in the General section, paragraph 2, Explanation of Government Regulation 24/1997. Land buyers are also expected to know and see the deed of transfer of the previous transfer of land object rights, in order to find out on what basis the transfer was made, such as reasons for buying and selling, inheritance, or grants (J. Andy Hartanto, 2014). And it is also necessary to understand the type of land rights to be purchased, because Indonesian law recognizes various types of land rights, including Ownership Rights, Business Use Rights, Building Use Rights, Use Rights, and others (Ramadhani & Ramlan, 2019).

The agreement on the transfer of land rights in terms of buying and selling is highly recommended to be stated in the form of a Sale and Purchase Deed (AJB) made by PPAT, because this is closely related in determining the validity of the act of buying and selling land. It is very clearly stated in Article 37 point 1 of Government Regulation No. 24 of 1997 which outlines that the transfer of land rights is through buying and selling, exchanging, grants, inbreng and other forms of transfer of rights (Fadhillah, Ismail, & Rinaldi, 2020), (except transfer of rights through auction) can only be registered accompanied and stated in the form of a deed made by PPAT (Husnul Munfarid, Imam Kuswahyono, dan Suhariningsih, 2014). In its role in making AJB, PPAT needs to first verify the legality of the certificate of land rights to the local district/city Land Office. Then the process of making AJB must be attended by interested parties, namely sellers and buyers of land, if there are parties who are unable to attend, then they must be authorized by another person as evidenced by a power of attorney as stipulated in Article 1793 of the Civil Code. Next regarding the registration of the transfer of rights, PPAT acts to submit the deed he has made along with other supporting documents to the local district/city Land Office, which will then be processed by the Land Office to ratify the new land owner and followed by the issuance of a land certificate (Saranaung, 2017).

Therefore, the sale and purchase agreement as referred to in Decision 75/PDT.G/2017/PN Praya, AG and RMD as land buyers should comply with several procedures before agreeing to the agreement, which include finding out the authenticity of proof of ownership of the land, knowing the status of the land owner, examine whether the land object is under confiscation and is litigating in court or not, as well as ensuring that the land is not being pledged as collateral. As a result of the sale and purchase agreement agreed between AD, AG and RMD was declared invalid and violated the law, therefore this agreement was deemed to have never existed from the beginning this agreement was agreed, because AD sold a plot of land that did not belong to him and was contrary to the limits of his obligations. Article 1471 of the Civil Code states that the seller is the legal and original owner

of the goods being sold. Regarding this, it reads "The sale and purchase of other people's goods is void and can provide a basis for the buyer to claim compensation for costs, losses and interest, if he does not know that the goods belong to someone else." Based on the article, it is not only the heirs who feel aggrieved as a result of AD's actions, but AG and RMD as the buyer of the land are also harmed and can claim compensation for costs for what was done by the unauthorized seller, because AG and RMD did not know that the object the purchased object belongs to someone else and AD is not the legal owner of the land.

CLOSURE

Conclusion

The lawsuit filed as referred to in Decision 75/PDT.G/2017/PN is not only a violation of the provisions in the Civil Code and the law, but the actions taken by the perpetrators are contrary to the rights of others, contrary to their own obligations, contrary to moral norms, and contrary to the principle of prudence and good social relations. The act containing PMH in question is that JMN handed over the inherited land free of charge to AD, other people who are not authorized to the land, without the approval of other heirs, as well as AD's actions which violated the law by selling the inherited land that did not belong to him to the third party. others without the knowledge of the heirs/people who are entitled to the land though. This behavior clearly contains conditions and elements that are categorized as unlawful acts, where there is an act caused by an actor and triggers a loss to another party, meaning that there is a causal correlation between the act and the loss. In buying and selling land, the buyer should first dig up information before entering into an agreement, including regarding the authenticity of the proof of ownership of the land, the status of the land owner, checking whether the land object is under confiscation and is in court or not, as well as ensuring that the land is not being pledged as collateral. mortgage right. As a result of the sale and purchase agreement agreed between the parties in the case of Decision 75/PDT.G/2017/PN, it is declared invalid and violates the law, therefore this agreement is considered to have never existed from the beginning of this agreement. The buyer of land who is also harmed can claim compensation for costs for what was done by an unauthorized seller, because the buyer does not know that the object purchased belongs to someone else and the unauthorized person is not the legal owner of the land.

Suggestion

In order to avoid the execution of the object of inheritance illegally, it is highly recommended to the heirs not to delay and immediately divide the inheritance based on the legitime portie that has been determined by law when the ownership of the inheritance has fallen in the hands of the heirs. Land buyers are encouraged to check first, both physically and juridically on the land before making a sale and purchase transaction. Buyers can also check and ask for information from the local Land Office regarding the identity of ownership, status and history of the land they want to buy.

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