

Legal Protection for Land Buyers Against Abuse of Authority by PPAT Officials

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ABSTRACT: Legal certainty in land transactions is a fundamental principle of civil law systems. However, in practice, the misuse of authority by Land Deed Officials often creates legal defects that place ordinary buyers who act in good faith as the disadvantaged party. This study examines the legal protection of good faith buyers in Indonesia, focusing on a land dispute adjudicated in Decision No. 100/Pdt.G/2021/PN.Skt, strengthened by subsequent appellate and cassation rulings. This research employs a normative legal method (doctrinal legal research) with a statute approach (analyzing the Civil Code, the Criminal Code, PP No. 24/1997 on Land Registration, and PP No. 37/1998 on PPAT), a case approach (reviewing judicial decisions), and a conceptual approach (using the theories of Dworkin, Hart, and Rawls). Primary sources include court decisions and legislation, while secondary data derive from academic journals and books. Findings indicate that the court's reasoning, which declared the sale and purchase null and void while categorizing the good faith buyer as committing an unlawful act, undermines substantive justice and erodes public trust in land registration. The novelty of this study lies in reframing the buyer not as a wrongdoer but as a legal consumer deserving protection under the principles of justice and rule of law. The study concludes that stronger supervisory mechanisms over PPAT and land registration authorities are required to ensure legal certainty and protect bona fide purchasers.

KEYWORDS: legal protection; good faith purchaser; land deed official; tort law; land registration

I. INTRODUCTION

Legal certainty is the main foundation in every land sale and purchase transaction in Indonesia. Without legal certainty, the parties risk facing disputes, losing rights, or suffering economic losses. Land sale and purchase deeds drawn up by a PPAT are authentic evidence that has the highest legal force in court, making them the main instrument for protecting the rights of the parties.¹ The process of creating deeds that meet formal and material requirements is very important to avoid legal defects that could lead to uncertainty and disputes in the future.² A PPAT is a public official authorised by law to draw up authentic deeds relating to the transfer of land rights.³ The PPAT is obliged to ensure the validity of documents, the presence of the parties, and the fulfilment of all legal procedures in the preparation of land sale and purchase deeds. Deeds prepared by the PPAT form the basis for the registration of land rights at the land office, thereby ensuring legal certainty and protection for both buyers and sellers.⁴ If the PPAT is negligent or violates procedures, the deed may lose its validity and the PPAT may be subject to

¹ Devarinta Hayyu Anandari, Adi Sulistyono, and Suraji Suraji, "Violation of Legal Certainty in the Sale and Purchase Deed Made by the Land Deed Officer (PPAT)," *West Science Law and Human Rights* 1, no. 04 (October 30, 2023): 190–95, <https://doi.org/10.58812/wslhr.v1i04.327>.

² Elvina Magistasari, A.L. Sentot Sudarwanto, and Burhanudin Harahap, "Legal Defects Of Sale And Purchase Deeds: A Review Of The Responsibilities Of Officials Making Land Deeds In Indonesia," *International Journal of Educational Research & Social Sciences* 5, no. 6 (December 26, 2024): 986–93, <https://doi.org/10.51601/ijersc.v5i6.924>.

³ Ricco Survival Yubaidi, "THE ROLE OF LAND DEED OFFICIAL REGARDING LEGAL CERTAINTY OF COMPLETE SYSTEMATIC LAND REGISTRATION," *Jurnal Hukum Dan Peradilan* 9, no. 1 (April 3, 2020): 27, <https://doi.org/10.25216/jhp.9.1.2020.27-42>.

⁴ Rilda Shofianingrum and Maman Sudirman, "Implikasi Hukum Akta Jual Beli Yang Tidak Ditandatangani Di Hadapan Pejabat Pembuat Akta Tanah Sementara," *JURNAL USM LAW REVIEW* 7, no. 3 (December 28, 2024): 1952–66, <https://doi.org/10.26623/julr.v7i3.10975>.

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administrative, civil, or even criminal sanctions.⁵ Legal consumer protection in land sales is closely related to the role of PPAT. With the existence of authentic deeds made by PPAT, consumers (buyers and sellers) are guaranteed that transactions have been carried out in accordance with the law, so that their rights are protected from potential disputes or fraud.⁶ Without the involvement of a PPAT, transactions are prone to legal flaws, difficult to prove in court, and risk causing losses to consumers.⁷

The sale and purchase transaction of land and buildings at Jalan Purworejo No. 2, Mangkubumen Village, Banjarsari District, Surakarta City, which was carried out on 19 July 2017 based on Deed of Sale and Purchase Number 60/2017 before Notary PPAT Hayu Muriandari, S.H., raised legal issues because it involved minors. The subject of the dispute is Certificate of Ownership No. 793 covering an area of 271 m² in the names of Bambang Prihandoko, Rahmatika Intan Noermala Hapsari, and Aditya Laksono Kurniawan, was sold to Candra Wibowo, S.E., based on a Letter of Guardianship issued by the Head of Mangkubumen Village Number 60/VI/2017 and acknowledged by the Head of Banjarsari Sub-District Number 470/139/VI/2017, both dated 19 June 2017. However, the guardianship letter did not obtain a ruling from the District Court as required by civil law, so the validity of the land sale was questioned and subsequently led to a legal dispute.

The sale and purchase of land and buildings with Ownership Certificate Number 793 was handled entirely by Notary PPAT Hayu Muriandari, S.H., culminating in a transfer of ownership at the Surakarta Land Office in the name of the buyer, Candra Wibowo, S.E. The certificate was then used as collateral for a loan at PT Bank Mandiri Tbk with a value of IDR 1.5 billion, before being transferred and increased through an investment loan facility at PT BPR Bank Daerah Karanganyar amounting to IDR 3.8 billion with additional land collateral. Although administratively the certificate had been legally transferred and encumbered with a mortgage, a dispute arose when the land that had been purchased and leased back to the seller, Bambang Prihandoko, S.H., was not returned after the lease expired. The property was even used as a residence and notary office. The Land Office that processed the transfer of ownership and recorded the mortgage rights based on the sale and purchase documents, including the Letter of Trust, which turned out to be invalid according to the law because it did not obtain a court ruling, thus raising legal issues regarding the validity of the entire transaction.

Cases of abuse of authority by unscrupulous PPATs are still common in Indonesia, causing significant losses to bona fide buyers and threatening legal certainty in land transactions. Some of the most common modes of abuse of authority include: a) The use of legally flawed documents, such as letters of guardianship without court approval, forged powers of attorney, or invalid inheritance documents; b) The creation of deeds of sale without fulfilling formal and material requirements, such as deeds not being read in front of the parties, the use of blank forms, or signing without the presence of the PPAT; and c) Weak supervision from the land office and a lack of enforcement of professional codes of ethics, so that violations are not immediately detected and acted upon.⁸ Real cases show that deeds of sale and purchase made with legally flawed documents or invalid procedures can be legally revoked. For example, in the Wonogiri case, the deed of sale and purchase was revoked because the PPAT did not meet the valid requirements of the agreement in accordance with Article 1320 of the Civil Code, so that the deed was deemed never to have existed and the certificate issued on the basis of that deed was also legally revoked.⁹ In other cases, the use of inheritance letters without court approval has caused losses to legitimate heirs and bona fide purchasers.¹⁰ Buyers who have fulfilled their obligations and acted in good faith may still lose their rights to the land if the deed of sale is proven to be legally flawed. Even certificates that have already been issued may be revoked, resulting in the buyer losing both the land and the funds that have been paid.¹¹

⁵ Abia Kalila Hidayat and Yunanto Yunanto, "Kepastian Hukum Tanggung Jawab PPAT Terhadap Akta Jual Beli Tanah Yang Tidak Dibacakan Dihadapan Para Pihak," *Legal Standing: Jurnal Ilmu Hukum* 9, no. 2 (March 18, 2025): 448–60, <https://doi.org/10.24269/lis.v9i2.10982>.

⁶ Arthur Arthur, Hasim Sukanto, and Diana Ria Winanti Napitupulu, "Implikasi Hukum Transaksi Jual Beli Tanah Tanpa PPAT Dalam Konteks Hukum Agraria Indonesia," *Jurnal Syntax Admiration* 5, no. 12 (December 26, 2024): 5779–86, <https://doi.org/10.46799/jsa.v5i12.1639>.

⁷ Daniel Tanati, "Juridical Analysis of Buying and Selling Land without Going through a Land Deed Official (PPAT) for Communities in Jayapura Regency," *International Journal of Multicultural and Multireligious Understanding* 10, no. 5 (June 13, 2023): 491, <https://doi.org/10.18415/ijmmu.v10i5.4816>.

⁸ Shofianingrum and Sudirman, "Implikasi Hukum Akta Jual Beli Yang Tidak Ditandatangani Di Hadapan Pejabat Pembuat Akta Tanah Sementara."

⁹ Lorraine Anggi Taruli Hutagalung and R Rahaditya, "The Notary's Responsibility for Defective Legal Sale and Purchase Deeds (A Review of the Decision of the District Court of Wonogiri Number 13/PDT.G/2021/PN WNG)," *Eduvest - Journal of Universal Studies* 3, no. 10 (October 25, 2023): 1892–1900, <https://doi.org/10.59188/eduvest.v3i10.940>.

¹⁰ Shintia Paramitha Dewi, "Responsibility of Notary/Land Deed Official on Joint Title Deed Based on Incompatible Inheritance Certificate," *Authentica* 5, no. 2 (February 28, 2023): 201–12, <https://doi.org/10.20884/1.atc.2022.5.2.350>.

¹¹ ELMYLIANTIKA MARANANTA, "LEGAL RESPONSIBILITY FOR UNLAWFUL ACTS IN THE SALE AND PURCHASE OF LAND BY PPAT (CASE STUDY OF DECISION NUMBER 40/PDT.G/2015/PN KLN AND DECISION

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Previous studies on land sales in Indonesia have generally focused on legal certainty, the validity of sales deeds, and the responsibility of PPATs in guaranteeing the authenticity of documents.¹² These studies indicate that legal certainty is a key prerequisite in land practice, but tend to overlook the position of buyers who are unfamiliar with the law and acting in good faith. In practice, it is not uncommon for buyers to suffer losses due to weaknesses in the supervision of PPATs and Land Offices. The available literature also does not extensively examine legal protection for buyers from the perspective of normative legal theory. Within the framework of H.L.A. Hart, legal protection must be viewed as a fundamental requirement of legal morality.¹³ Meanwhile, John Rawls emphasises that the principle of distributive justice requires favouring vulnerable groups.¹⁴ Ronald Dworkin emphasises the need for legal integrity that balances rules with the principle of substantive justice.¹⁵ Thus, there is a gap in research regarding how lay buyers can be understood as victims, rather than perpetrators of unlawful acts, in land sale and purchase transactions that are formally flawed.

The study of legal protection for lay buyers in land sale and purchase transactions is of significant relevance, both theoretically and practically. Academically, this research contributes to the development of land law studies by emphasising the aspect of legal consumer protection, which has received little attention in the discourse on agrarian law in Indonesia. In practical terms, this research is urgent because it concerns public trust in the land system: without clear protection, buyers acting in good faith may actually be harmed as a result of negligence or abuse of authority by PPATs and weak document verification by the Land Office. This situation not only creates legal uncertainty but also has the potential to undermine the state's legitimacy in guaranteeing a sense of justice for the community in every land transaction.

Based on this background, this study focuses on two main issues: first, what is the legal basis for the panel of judges in determining a buyer of land in good faith as a party committing an unlawful act; and second, what form of legal protection can be provided to buyers who are unfamiliar with the law and who are harmed by the court's decision. This study aims to analyse the legal considerations used by the panel of judges and formulate a concept of legal protection that is more equitable for buyers of land acting in good faith. Thus, this study is expected to strengthen the theoretical framework regarding legal protection in land transactions while providing practical recommendations for policymakers and law enforcement officials in preventing similar cases from recurring in the future.

II. RESEARCH METHODS

This study uses the normative legal method or doctrinal legal research, which is research that focuses on positive legal norms with the aim of finding relevant legal principles, doctrines, and principles to answer the issues being studied.¹⁶ This method is commonly used in legal studies to interpret the provisions of legislation, examine court decisions, and test the relevance of legal theory in the context of specific cases. The approach used in this study covers three aspects. First, the statute approach, by analysing the provisions of the Civil Code (KUHPdata), the Criminal Code (KUHP), Government Regulation No. 24 of 1997 concerning Land Registration, and Government Regulation No. 37 of 1998 concerning the Position of Land Deed Officials (PPAT). Second, the case approach, by examining the Surakarta District Court Decision No. 100/Pdt.G/2021/PN.Skt., Semarang High Court Decision No. 553/PDT/2021/PT SMG, and Supreme Court Decision No. 4316 K/Pdt/2022 as jurisprudential bases. Third.

The data sources in this study consist of primary data in the form of legislation and court decisions, as well as secondary data in the form of academic literature, books, and related legal journal articles. The analysis was conducted qualitatively, namely by interpreting legal rules and relating them to the facts of the case, so as to produce a comprehensive understanding of legal protection for buyers of land acting in good faith.¹⁷

III. RESEARCH RESULTS AND DISCUSSION

NUMBER 555/PDT/2015/PT SMG),” *Authentica* 6, no. 2 (February 29, 2024): 135–45, <https://doi.org/10.20884/1.atc.2023.6.2.416>.

¹² Sunarto, *Peran Aktif Hakim Dalam Perkara Perdata* (Jakarta: Prenadamedia Group, 2019).

¹³ H L A Hart, “The Concept of Law (Oxford: Oxford University Press, 1961), Lon L. Fuller, *The Morality of Law* (New Haven: Yale University Press, 1964), HLA Hart, ‘Lon L. Fuller: The Morality of Law’, (1965),” *Harvard Law Review* 78 (n.d.): 1281.

¹⁴ John Rawls, “A Theory of Justice Cambridge,” *Mass.: Harvard University*, 1971.

¹⁵ Ronald Dworkin, “Law’s Empire (Cambridge, MA: Harvard University Press, 1986) and by Mark Greenberg, ‘The Moral Impact Theory of Law’ (2014),” *Yale Law Journal* 123 (n.d.): 1288.

¹⁶ Peter Mahmud Marzuki, *Penelitian Hukum*, Cet. ke-15 (Jakarta: Kencana Prenada Media Group, 2021).

¹⁷ Agus Satory et al., “METODE PENELITIAN HUKUM,” *Penerbit Tahta Media*, 2024.

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A. Legal Certainty, Substantive Justice, and Judicial Integrity

In a democratic country, the power of the people has an effective force that can be used to achieve collective goals, unlike authoritarian countries which tend to treat the people as objects of power. It is this relationship between the state and society in a democratic system that gives rise to the concept of the rule of law (*rechtsstaat* or rule of law), namely the restriction of state power through law. Within this framework, court decisions that have permanent legal force (*in kracht van gewijsde*) should not be viewed as absolutely correct, because judges, as human beings, are not immune to limitations of subjectivity, knowledge, and intuition. In fact, the possibility of irregularities in the form of gratification cannot be ignored, which has the potential to erode the integrity of the judiciary. In fact, every decision is always accompanied by the phrase '*In the Name of Justice Based on the One Almighty God*,' which means that judges swear to uphold justice based on substantive truth.

A judge's decision should be the crown that reflects justice and serves as a barometer for the application of law. However, in this case, the panel of judges' considerations were deemed disproportionate because they placed the buyer as the perpetrator of the unlawful act, even though the legal facts showed that the seller and the PPAT played a dominant role. This situation raises serious questions about the extent to which the court's decision has reflected the public's sense of justice and the integrity of the principle of the rule of law.

Thus, the judge in case No. 100/Pdt.G/2021/PN.Skt. should not only consider the formal defects of the Letter of Guardianship, but also consider legal protection for buyers acting in good faith. In this case, the decision that places buyers who are unfamiliar with the law as perpetrators of unlawful acts demonstrates the weak application of the principle of substantive justice.¹⁸

B. Legal Protection for Bona Fide Purchasers in Land Transactions

Based on the facts of case No. 100/Pdt.G/2021/PN.Skt., Aditya Laksono Kurniawan, as an adult, filed a lawsuit for unlawful acts related to the validity of the Letter of Guardianship, which turned out to have no court decision. This lawsuit resulted in decisions at the first instance, appeal, and cassation levels, all of which declared the sale and purchase of the disputed land and buildings, along with Deed of Sale and Purchase No. 60/2017 and Certificate of Ownership No. 793, to be null and void. The decision also stated that the first defendant, Candra Wibowo, S.E., had also committed an unlawful act. However, this is problematic because the trial did not find any evidence showing Candra Wibowo, S.E.'s active involvement in unlawful acts. On the contrary, he only acted as a bona fide purchaser who had paid the full purchase price. This is highly problematic because the general principle of civil law, both national and comparative, places bona fide purchasers as parties who must be protected from hidden defects in the object of the transaction.¹⁹

The ruling declaring all transactions and certificates null and void has serious implications, not only for Candra Wibowo, S.E. as the buyer, but also for the banks that had accepted the certificates as collateral for loans. In this context, the buyer, who acted in good faith, suffered both material and immaterial losses, while the party that should have been held responsible actually benefited from the transaction. Such a ruling has the potential to undermine public confidence in the land tenure system, while also threatening legal certainty for financial institutions that rely on the validity of land certificates as collateral instruments.

Theoretically, Hart emphasises that the law must provide the same minimum protection to all people in terms of their person and property as a condition of legal morality.²⁰ John Rawls added that the principle of justice requires favouring those who are most disadvantaged in a social system.²¹ If this principle is applied, then Candra Wibowo should be considered the victim, not the perpetrator of unlawful acts. In other words, a ruling that is detrimental to buyers acting in good faith demonstrates the weakness of legal protection in land court practices in Indonesia.

C. Responsibilities of PPAT and Land Office in Preventing Unlawful Acts

The role of the Land Deed Official (PPAT) and the Land Office is crucial in ensuring the validity of land documents. In the case in question, Bambang Prihandoko, S.H., as a notary and seller, drew up a Letter of Guardianship without a court order, then submitted it to PPAT Hayu Muriandari, S.H., as the basis for drawing up Deed of Sale and Purchase No. 60/2017. However, according to the law, a guardian may not sell immovable property belonging to a minor without court approval, as stipulated in Article 399 of the Civil Code. Furthermore, the use of invalid documents also has the potential to violate Articles 385 and 263 of the Criminal Code concerning document forgery and fraud.

The Surakarta Land Office was also negligent because it continued to process the transfer of ownership without conducting substantive verification of the validity of the guardianship documents. This administrative negligence not only caused losses to the

¹⁸ Robert Alexy, *A Theory of Constitutional Rights* (Oxford university press, 2010).

¹⁹ Jean-Georges Sauveplanne, "The Protection of the Bona Fide Purchaser of Corporeal Movables in Comparative Law," *Rabels Zeitschrift Für Ausländisches Und Internationales Privatrecht/The Rabel Journal of Comparative and International Private Law*, 1965, 651–93.

²⁰ Hart, "The Concept of Law (Oxford: Oxford University Press, 1961), Lon L. Fuller, *The Morality of Law* (New Haven: Yale University Press, 1964), HLA Hart, 'Lon L. Fuller: The Morality of Law', (1965)."

²¹ Rawls, "A Theory of Justice Cambridge."

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buyer, but also to the Karanganyar Regional Bank, which held the certificate as collateral for the loan. This situation demonstrates the weakness of administrative oversight, even though, according to Sutedi, this function is an important instrument for preventing unlawful acts in land sales.

Thus, legal responsibility should be borne by the PPAT and the negligent seller, not by the buyer who is unfamiliar with the law. The decision to place the blame on the buyer acting in good faith shows a distortion in the application of the principle of legal protection, while also emphasising the need for reform of the supervision of PPATs and land agencies in Indonesia.

CONCLUSIONS

Based on the results of the juridical analysis of Surakarta District Court Decision No. 100/Pdt.G/2021/PN.Skt., Semarang High Court Decision No. 553/PDT/2021/PT SMG, and Supreme Court Decision No. 4316 K/Pdt/2022, several important points can be concluded. Decisions that declare land sale and purchase transactions null and void and place good faith buyers as perpetrators of unlawful acts show a serious tension between legal certainty and substantive justice. Judges should interpret the law by prioritising the principles of integrity and justice, as proposed by Dworkin, rather than solely on the formal aspects of defective documents. The position of a legal lay buyer who has fulfilled his obligations should be protected by the principle of bona fide purchaser. In this context, legal protection is an important instrument to keep the public confident in the land and banking systems that rely on certificates as collateral. The injustices experienced by bona fide purchasers demonstrate the need for affirmation of legal protection in regulations and judicial decisions.

The main responsibility for this dispute lies with the PPAT and Land Office who neglected to verify the documents, as well as the seller who abused his position by making a Guardianship Letter without a court order. Such negligence fulfils the elements of unlawful acts as stipulated in Article 1365 of the Civil Code and a number of criminal provisions in the Criminal Code. Therefore, legal protection for good faith buyers can only be realised if the supervision system for PPAT and the Land Office is strengthened, and the judiciary places more emphasis on the principle of substantive justice. Thus, this research confirms that legal protection of good faith buyers in land transactions is not only a practical necessity, but also a moral and constitutional obligation of the rule of law to maintain the integrity of the judicial system, public trust, and the stability of the land system in Indonesia. This research contributes to the global discourse on land law by reframing the Indonesian context through the lens of the protection of good faith purchasers, a theme that has not been widely explored in Southeast Asian legal scholarship.

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