

Settlement of Disputed Inheritance Sale and Purchase Cases without going through PPAT in Klinting Village, Somagede District, Banyumas Regency

Soediro^{1✉}, Wahyu Puspita Kinanti², Mahdi Muhammad³

^{1,2,3} Faculty of Law, Universitas Muhammadiyah Purwokerto

Abstract

Buying and selling land has become a natural thing in Indonesia. The need for land is increasing daily along with the increase in the human population. In buying and selling land, one must pay attention to the ownership of the land, one of which is inheritance land. This study aims to determine the juridical review and legal consequences of the sale and purchase of disputed inheritance land without going through the Land Deed Maker Official (PPAT). The method used in this research is normative juridical employing library research and analyzing the applicable laws and regulations related to the legal issues under study. Before the sale and purchase transaction, the land was divided among each heir under the deed of distribution of inheritance must be ensured. Then to ensure legal certainty, the sale and purchase of the inherited land must be carried out before the PPAT. Buyers must also be careful in buying and selling inherited land by checking the juridical truth of the land data and checking directly to find out the history of land ownership from the party closest to the land's location.

Keywords: Buy and Sell; Inherited Land; Land Deed Maker Official.

Abstrak

Jual beli tanah sudah menjadi hal yang wajar di Indonesia. Kebutuhan akan tanah semakin hari semakin meningkat berjalan beriringan dengan naiknya populasi manusia. Dalam jual beli tanah harus memperhatikan tentang kepemilikan tanah tersebut, salah satunya adalah tanah waris. Penelitian ini bertujuan untuk mengetahui tinjauan yuridis dan akibat hukum dari jual beli tanah waris bersengketa tanpa melalui Pejabat Pembuat Akta Tanah (PPAT). Metode yang digunakan dalam penelitian ini adalah yuridis normatif dengan cara studi pustaka dan menganalisis peraturan perundang-undangan yang berlaku dikaitkan dengan permasalahan hukum yang diteliti. Sebelum dilakukan transaksi jual beli harus dipastikan bahwa tanah tersebut sudah dibagi kepada masing-masing ahli waris sesuai dengan akta pembagian warisnya. Kemudian untuk menjamin kepastian hukum, transaksi jual beli tanah waris tersebut harus dilakukan di hadapan PPAT. Pembeli juga harus berhati-hati dalam melakukan jual beli tanah waris dengan mengecek kebenaran yuridis dari data tanah, dan mengecek secara langsung agar mengetahui riwayat kepemilikan tanah dari pihak yang paling dekat dengan lokasi tanah yang akan dibeli.

Kata kunci: Jual Beli; Pejabat Pembuat Akta Tanah; Tanah Waris.

Copyright©2022 Jurnal Dinamika Hukum. All rights reserved.

Introduction

The land is a basic need for the life of all humans because the land is one of the main elements for survival and human life throughout the ages, intending to be used to achieve prosperity for all people who are evenly divided materially and spiritually (Novita, 2014).

The land is part of the earth's surface in the agrarian scope. Land meant here does not regulate land in all its aspects but only controls one of its aspects, namely

✉ Corresponding Author: diro_dl66@yahoo.co.id

land in a juridical sense called rights. The land's definition as part of the earth is mentioned in Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (*Undang-Undang Pokok Agraria*, UUPA), in Chapter I, Article 4 paragraph (1). It is stated that "Based on the state's right to control as referred to in Article 2, It is determined that there are various rights to the earth surface called land, which can be given to and owned by people, either alone or together with other people and legal entities." (Kurniawan, 2017)

Buying and selling transfer rights that have existed since antiquity are usually regulated in Customary Law, with the principle of light and cash. The clear principle means that it is carried out in the presence of an authorized public official and the cash principle means that it is paid in cash, so if the price has not been paid off, then the intended sale and purchase process cannot be carried out (Soimin, 2018). Article 1457 of the Civil Code states, "A sale and purchase is an agreement in which one party binds himself to submit an object and the other party pays the agreed price. (Sari et.al, 2018) "Buying and selling in the ordinary sense can be interpreted where someone voluntarily releases money to get the desired item. According to Boedi Harsono, "In customary law, the act of transferring rights (sales and purchases, grants, exchanges) is a legal act of a cash nature." (Al-Rashid, 1986).

According to administrative law, the main requirement for the validity of a stipulation is that the stipulation must be made by the organ or official authorized for it (Madjloes, 1978). PPAT as a public official who is authorized to do deeds regarding land must have exceptional capabilities in the land sector so that the deeds he makes do not cause problems in the future, considering that the deed he made can be used as evidence that a legal act of transferring rights or cancellation of land rights has taken place (Prawira, 2016).

The PPAT deed must be done so that later, it can be used as a solid basis for registration of the transfer of rights and the imposition of the rights in question. Based on Government Regulation 24 of 1997, the transfer of land and objects on it is carried out employing a PPAT deed. The transfer of land from the owner to the beneficiary is accompanied by a juridical handover (*juridische levering*), which is a handover that must meet the legal formalities, including the fulfillment of requirements; carried out through established procedures; use of documents; made before PPAT (Muhammad, 1994).

A land certificate issued by the National Land Agency (Badan Pertanahan Nasional, BPN) is proof of legal ownership in any land dispute or issues concerning land ownership. To ensure legal certainty, registering land rights is an important thing to do. It ensures legal certainty for land rights holders and other parties

interested in the land. The principle of registration guarantee is the status of the right to provide warranties of the accuracy of a list, even if it should provide compensation to anyone who suffers a loss (Putri, 2018).

In the sale and purchase of inherited land, the inherited land to be traded will, of course, have consequences for the heirs because each heir is entitled to ownership of the land. When one of the heirs sells the inherited land, there is an agreement between the seller of the inherited land and the buyer. Still, after the land is sold and paid for by the buyer legally in the presence of a witness, other heirs are also entitled to ownership of the inherited land. Disputed because he felt he was not included in the buying and selling process. A land dispute itself has the meaning of a dispute caused by a legal act or the occurrence of a legal event regarding a particular plot of land (Harsono, 2002).

The lack of public knowledge about the role of PPAT and the importance of the deed in buying and selling land often creates many problems, especially after the process of buying and selling land is carried out. One of the problems usually occurs in the sale and purchase of disputed inheritance land because the inherited land has not been divided among the heirs. During the pandemic(which has not yet been fully completed as it is today), many people are experiencing difficulties in economic terms. Therefore, many residents sell their land to meet their daily economic needs. In the initial survey, it was known that there were cases that occurred in residents in Klinting Village, Somagede District, and Banyumas Regency. The resident with the initials W sold the land to P, and it turned out that the land was inherited, the land that had not been divided. There are three heirs, namely W, J, and Wi. However, Wi already has a share of the house, so he is not entitled to the inheritance land sold. The buying and selling process is carried out without going through PPAT. The heir with the initials J felt disapproved because his inherited land had been sold by W and then demanded W cancel the sale and purchase Agreement with P. Then, the land was divided between J and W. Based on the background of the problem above; the author is interested in studying and researching further in the article entitled "**Settlement of Disputed Inheritance Sale and Purchase Cases without going through PPAT in Klinting Village, Somagede District, Banyumas Regency**"

Research Problems

The formulation of the problem to be discussed in this study is as follows:

1. How is the juridical review of the sale and purchase of disputed inheritance land without going through PPAT in Klinting Village, Somagede District, Banyumas Regency?

2. What are the legal consequences for selling and purchasing disputed inheritance land without going through PPAT in Klinting Village, Somagede District, Banyumas Regency?

Research Methods

The type of research used is normative juridical law research. Normative juridical research is carried out through a literature study based on an analysis of applicable laws and regulations and under legal issues that are the research focus (Benuf and Azhar, 2020). The author in this study uses a descriptive research specification, with the data source used by the author being a secondary data source. And that is because the researcher emphasizes the study of legal principles to analyze juridical reviews and the legal process of buying and selling inheritance in dispute without going through PPAT. Secondary sources are books and related laws and regulations (Marzuki, 2005). The data collection method in this research is a literature study that contains descriptions of theories, findings, and other research materials obtained from reference materials. The data analysis method in this study uses qualitative analysis methods, namely data that cannot be measured or assessed with numbers directly.

Discussion

Juridical Overview of Disputed Inheritance Land Sale and Purchase without going through PPAT in Klinting Village, Somagede District, Banyumas Regency.

A sale and purchase agreement is an agreement in which one party (the seller) binds himself to surrender (ownership rights to) an object, and the other party (the buyer) pays the promised price. It is stated in Article 1457 of the Civil Code and Article 1458. Article 1458 also explains that the sale and purchase are considered to have taken place between the two parties as soon as the people reach an agreement on the goods and their prices, even though the goods have not been delivered and the price has not been determined paid. The transfer of ownership rights to land can be transferred from the first party (seller) to the second party (buyer) if the deed has been done before the PPAT and by the head of the Land Office or BPN.

Land registration is generally carried out to provide substantial evidence as stipulated in the UUPA Article 19 paragraph (2) letter c. In the article, it can be interpreted that in the UUPA, a land registration system is adopted, called the registration of title, which means registering the title of the rights obtained. Deeds made to create rights or encumbrances are only used as a reference for writing

these rights. Referring to the registration of title, in the Torrens system, the certificate of land rights issued is perfect evidence for the existence of land rights, changes, or the imposition of land rights. It cannot be contested by anyone unless proven to have occurred. counterfeiting (Muljadi & Widjaja, 2008).

Article 3 of Government Regulation Number 24 of 1997 concerning Land Registration states that land registration has the following objectives:

- a. To provide legal certainty and protection to the holder of the right to a parcel of land, apartment unit, and other registered rights so that he can easily prove himself as the holder of the right in question;
- b. To provide information to interested parties, including the government, to quickly obtain the data needed to carry out legal actions regarding registered land parcels and apartment units. To carry out the information function, physical and juridical data from registered land parcels and flats are open to the public.
- c. For the implementation of orderly land administration. Each plot of land and apartment unit must be registered, including the transfer, encumbrance, and annulment of rights to land parcels and ownership rights to apartment units.

The Agreement concerning the transfer of land rights must be made in the form of an authentic deed before the authorized official, namely the PPAT. It is stated in Government Regulation Number 24 of 1997 concerning Land Registration. If the sale and purchase of land have been carried out before the PPAT, then the sale and purchase of land can be said to have fulfilled the precise requirements. The deed of sale and purchase of land that the parties have signed proves that there has been a rights transfer from the first party (the seller) to the second party (the buyer), accompanied by payment of the land price, and shows that in authentic or genuine the act of buying and selling has been carried out.

Before buying and selling land is carried out, what must be considered is the land owner's status. It could be that the land being traded is land for inheritance distribution. It is also possible that the land is still the right of the other heirs. Inherited land rights must be shared between several other heirs under the deed of distribution of inheritance.

Inheritance in the form of land rights or ownership rights to flat units, which according to the inheritance distribution deed, must be shared between several inheritors, or there is no inheritance distribution deed at the time of registration. The heirs and/or the inheritance distribution deed (Sangsun, 2007). Inheritance law regulates the transfer of assets left by someone who dies and the consequences for his heirs (Perangin, 2003).

Inheritance law is regulated in book II of the Civil Code (about objects) for the reasons:

- a. Inheritance rights are identified with material rights as regulated in Article 528 of the Civil Code: "On an item, people can have property rights or inheritance rights or rights to enjoy results or land service rights, or lien rights or mortgage rights."
- b. Inheritance rights as one of the ways to obtain material rights are formulated in Article 584 of the Civil Code, which reads, "Ownership of assets cannot be acquired in any manner other than by appropriation, attachment, prescription, legal or testamentary succession, and by assignment or delivery pursuant to a transfer of legal title, originating from the individual who was entitled to dispose of the property."

The legal basis for inheritance is as formulated in Article 830 of the Civil Code, "Inheritance only takes place because of death" the understanding that can be understood from the short sentence is that if a person dies, then all of his rights and obligations are transferred or transferred to his heirs. So, in this case, the inheritance will occur if three conditions are met, namely:

- a. There's one person who died
- b. Some people are still alive as heirs who will receive an inheritance when the heir dies
- c. The heir leaves several treasures

The difference between the sale and purchase of inherited land and other land sale and purchase transaction, in general, is due to the obligations arising from the sale and purchase of the land. In the sale and purchase of inherited land, the first party or seller is the heir of the deceased, whose position is the heir. Therefore, the seller should pay inheritance tax. Suppose the land that becomes the object of the transfer of rights is inherited land, which is the inheritance rights of several heirs. In that case, the transferring ownership process to the ground must be attended by all the heirs and carried out before the PPAT.

Suppose one of the heirs cannot attend the sale and purchase of land in the presence of the PPAT doing the deed (because it is outside the city). In that case, the heirs can create a personal approval letter legalized by a local notary or make a letter of approval in the form of a deed Notary (Mursalim, 2009).

Heirs who feel their rights have been violated because the land resulting from their inheritance distribution is sold by other heirs without their consent can file a civil lawsuit based on breaking the law and bringing harm to others, as regulated in Article 1365 of the Civil Code which states that "Every an act that violates the law and brings harm to another person, obliges the person who caused

the loss because of his fault to replace the loss." This article is fundamental because, through this article, the unwritten law is considered by law. The conditions for an action can be said to be a legal act, namely:

- a. There must be action. What is meant here is all activities, both positive and negative actions
- b. This act must be against the law
- c. There are losses incurred
- d. There is a causal relationship between the unlawful act and the loss
- e. A mistake was made (*Schuld*)

The conditions for the validity of an agreement are the Agreement of those who bind themselves and the ability to make an engagement (two main elements, namely those concerning the subject who entered into the Agreement, namely the Subjective element) and a sure thing, a cause that is not prohibited (two main aspects related to the object of the Agreement). an agreement, namely the objective element) (Widjaja, 2005).

An inherited land sale and purchase agreement essentially has legal requirements no different from the legal terms of a land sale and purchase agreement. In Article 1320 of the Civil Code, a new land sale and purchase agreement can be said to be valid if the following conditions are met:

- a. That the Agreement is based on the Agreement of the parties, free from coercion, error, and fraud
- b. Whereas the parties who enter into the Agreement must be people capable of agreeing, then persons who are not yet mature are under guardianship. Women still bound by marriage are not allowed to enter an agreement.
- c. There is a specific thing that is agreed upon
- d. A lawful cause (which is justified and not prohibited by law and is a reasonable cause to fulfill) underlies the Agreement.

If the land sale and purchase do not have the consent of the heirs or some of the heirs, then the land is sold by people who do not have the right to sell it because the heirs now hold the land ownership rights. The sale and purchase of land must be carried out in the presence of an authorized official, namely PPAT. If one of these material conditions is not fulfilled, in the sense that the seller is not the person who has the right to the land he sells because the land is inherited, the land that has not been divided, then the sale and purchase of the land are invalid.

In the case of buying and selling in Klinting Village, Somagede District, Banyumas Regency, it is known that the sale and purchase were carried out on yard land, Land area: of 42 *Ubins* (588 m²). On behalf of Land: Late. T (Male).

Transaction Time: August 2020, Transaction Value: Rp 46.200.000,- (Rp 1,100,000/tile). The Heirs are:

1. W (Male)
2. J (Female)
3. Wi (Female)

Before the land is sold, there is an agreement on the distribution of the land with the following provisions:

1. W (21 *Ubins*)
2. J (21 *Ubins*)
3. Wi (Didn't get a share because it was already given a house)

The land was purchased by P (Male). The resident with the initials W sold the land to P, and it turned out that the land was inherited, the land that had not been divided. The buying and selling process is carried out without going through PPAT. One of the heirs with the initials J felt disapproved because his inheritance had been sold by W and then demanded W to cancel the sale and purchase Agreement with P, and then the land was divided between J and W as the other heirs. Wi's heirs already have a house share, so they don't demand a share. In this case, the sale and purchase were invalid because the inheritance land had not been divided, so an heir with the initial J demanded the cancellation of the sale and purchase. In addition, buying and selling carried out without going through PPAT is illegal.

According to the Legal Certainty Theory, normatively is when regulation is made and promulgated with certainty because it regulates clearly and logically. It is apparent in that it does not cause doubt (multi-interpretation) and is logical. It becomes a norm system with other norms, so it does not clash or cause norm conflicts. Legal certainty refers to the application of a clear, permanent, consistent, and consequent law whose implementation cannot be influenced by subjective circumstances. Certainty and justice are not merely moral demands but factually characterize the law. A law that is uncertain and does not want to be fair is not just a bad law (Kansil et al., 2009).

In the case of Klinting Village, Somagede District, Banyumas Regency, the sale of inheritance land that has not been divided and carried out without PPAT is contrary to the Legal Certainty Theory. Article 1320 of the Civil Code states that a new land sale and purchase agreement can be valid if certain conditions are met. One of the conditions is that the Agreement is based on the Agreement of the parties, free from coercion, error, and fraud. With the sale and purchase of inheritance land that has not been divided, other heirs object because there is no agreement.

In addition, the Agreement concerning the transfer of land rights must be made in the form of an authentic deed before the authorized official, namely the PPAT. It is stated in Government Regulation Number 24 of 1997 concerning Land Registration. If the sale and purchase of land have been carried out before the PPAT, then the sale and purchase of land can be said to have fulfilled the precise requirements. For the reasons mentioned above, the sale and purchase of inherited land before being divided and carried out without PPAT in Klinting Village, Somagede District, Banyumas Regency is illegal.

Legal Consequences on the Sale and Purchase of Disputed Inheritance Land without going through PPAT

An agreement is an act by 1 (one) person or more who binds himself to 1 (one) or more person under Article 1313 of the Civil Code; for certain agreements, the law determines a particular form, so that if that form is not complied with then the Agreement it is not legal (Badruzaman, 2001).

A person cannot agree on behalf of another person. It is stated in Article 1315 of the Civil Code, which states that "In general a person cannot enter into a binding or agreement other than for himself." It is related to Article 1340 of the Civil Code, which states that an Agreement only applies to the parties who make it. An agreement cannot harm third parties; the Agreement cannot provide benefits to third parties other than in the cases specified in Article 1317." Article 1317 of the Civil Code explains, "An agreement can also be made for the benefit of a third person, if an agreement made for oneself, or a gift to another person, contains such conditions. Anyone who has determined a condition may not withdraw it if a third party has stated that he will use the condition."

The subject of an agreement is the parties to the Agreement. The parties to the Agreement cannot enter into a contract that binds third parties but can only make an agreement for themselves and bind only to the party who made the Agreement. In the case of buying and selling inheritance land that has not been divided, one of the heirs violated the article in which he sold the inherited land that should have been divided first.

The person who becomes the heir must be proven in a written certificate made under the hand and ratified by the local *lurah* and *camat*. However, there are times when the court makes a certificate of inheritance for specific reasons, called an inheritance fatwa. The court will issue an inheritance fatwa when the number of heirs consists of many people and can potentially lead to disputes.

According to the Civil Code, there are several reasons to cancel the Agreement in the context of Indonesian Covenant Law. Those reasons can be grouped into five categories as follows:

- a. Non-fulfillment of the requirements stipulated by law for this type of formal Agreement results in the Agreement being null and void
- b. Non-fulfillment of the conditions for the validity of the Agreement, which results in:
 - 1) The Agreement is null and void
 - 2) The Agreement can be canceled
- c. Fulfillment of the void conditions on the type of conditional Agreement
- d. Cancellation by a third party based on
- e. Cancellation by a party authorized by law.

If the Agreement is null and void, it means that from the beginning, an agreement has never been born, and thus there has never been an engagement. While the meaning of an agreement that can be canceled is intended if the Agreement does not meet the subjective element for the agreement validity as stipulated in Article 1320 of the Civil Code, namely the Agreement on the part and the ability of the parties to take legal actions (Sunanda, 2013).

The Agreement concerning the transfer of land rights must be made in the form of an authentic deed before the authorized official, namely the PPAT. It is stated in Government Regulation Number 24 of 1997 concerning Land Registration. If the sale and purchase of inheritance land are disputed, in which case the land has not been divided among the respective heirs and is carried out without going through PPAT, then based on Article 1471 of the Civil Code, the sale and purchase are void. In Article 1471 of the Civil Code, it is stated that "The sale and purchase of other people's goods are void and can provide a basis for the buyer to demand compensation for costs, losses, and interest if he does not know that the goods belong to someone else."

In the case of Klinting Village, Somagede District, Banyumas Regency, the sale and purchase agreement was canceled because the sale and purchase were invalid. The money worth Rp.46,200,000- was returned to P. By mediation by the local RT's head, and then canceling the sale and purchase was a wise action. After the inheritance land is divided by 2, namely J and W, the land is sold back to P at the same price, Rp. 1,100,000 per tile. The amount of Rp 46.200.000- divided by two, each gets Rp. 23.100.000,-

Suppose it is associated with the Theory of Legal Protection from Philipus M Hadjon. It was disclosed that legal protection is the protection of dignity and worth and the recognition of human rights owned by legal subjects based on legal

provisions from arbitrariness. In this case, the heirs must get legal protection in the form of property, namely inheritance. There must be no action that harms their rights, for example, by selling joint property that has not been divided without permission. Doing mediation by the head of the local RT and then canceling the sale and purchase is an example of dispute resolution out of court (non-litigation). The money is returned to the buyer, namely P, then the inheritance is divided by two heirs, namely J and W, because Wi has a house. The land was then resold to P at the same price, and the money was Rp. 46.200.000- divided by two heirs, namely J and W.

Conclusion

Based on the previous description, it can be concluded that a sale and purchase agreement of inherited land essentially has legal requirements that are not different from the legal conditions of a land sale and purchase agreement. According to Article 1320 of the Civil Code, a new land sale and purchase agreement can be said to be valid if the following conditions are met:

- a. That the Agreement is based on the Agreement of the parties, free from coercion, error, and fraud
- b. Whereas the parties to the Agreement must be people capable of agreeing, then persons who are not yet mature, under guardianship, and women who are still bound by marriage are not allowed to decide.
- c. There is a specific thing that is agreed upon
- d. A lawful cause (which is justified, not prohibited by law, and is a reasonable cause to be fulfilled) underlies the Agreement.

In the case of Klinting Village, Somagede District, Banyumas Regency, because the sale and purchase of the land did not get the approval of the heirs or some of the other heirs, the land was sold by a person who had no right to sell it, because the current owner of the land had the right to own the land are the heirs as a whole. In addition, the implementation of the sale and purchase of land must be carried out in the presence of an authorized official, namely PPAT. Suppose one of these material conditions is not fulfilled. In that case, the seller is not the person who has the right to the land being sold because the inherited land has not been divided. The sale and purchase of disputed inheritance land without going through PPAT in Klinting Village, Somagede District, Banyumas Regency is invalid. . According to CST. Kansil, Legal Certainty Theory normatively is when regulation is made and promulgated with certainty because it regulates clearly and logically. It is apparent in that it does not cause doubt (multi-interpretation) and is logical. It becomes a norm system with other norms, so it does not clash or cause norm

conflicts. The sale and purchase of inherited land before it is divided are contrary to Article 1320 of the Civil Code. The sale and purchase of land without PPAT violates the provisions of Government Regulation 24 of 1997 concerning Land Registration.

In addition, the Agreement concerning the transfer of land rights must be made in the form of an authentic deed before the authorized official, namely the PPAT. It is stated in Government Regulation Number 24 of 1997 concerning Land Registration. If the sale and purchase of inheritance land are disputed, in which case the land has not been divided among the respective heirs and is carried out without going through PPAT, then based on Article 1471 of the Civil Code, the sale and purchase are void. In Article 1471 of the Civil Code, it is stated that "The sale and purchase of other people's goods are 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." With the cancellation of the sale and purchase transaction, the sale and purchase is considered to have never existed. Each party is returned to its original state before the "sale and purchase" event occurred, in which the ownership rights to the land remain with the heirs. Then, the seller must automatically return some money to the buyer because the sale and purchase are not valid. Thus, in the case of Klinting Village, Somagede District, Banyumas Regency, the position of the land returns to its owner, namely the heirs. Suppose it is associated with the Theory of Legal Protection from Philipus M Hadjon. It was disclosed that legal protection is the protection of dignity and worth and the recognition of human rights owned by legal subjects based on legal provisions from arbitrariness. In this case, the heirs must get legal protection in the form of property in the form of inheritance. There must be no action that harms their rights, for example, by selling joint property that has not been divided without permission. Doing mediation by the head of the local RT and then canceling the sale and purchase is an example of dispute resolution out of court (non-litigation). The money is returned to the buyer, and then the inheritance is divided by two heirs, J and W, because Wi already has a house share. Then with a new transaction, both heirs sell voluntarily to the same buyer, namely P, at the same price. The amount of Rp.46,200,000 is divided by two, and each gets Rp.23,100,000-

Suggestion

1. To avoid disputes over the sale and purchase of inherited land, it must be ensured that the land has been divided between each heir under the distribution deed of inheritance. Then to ensure legal certainty, the sale and purchase of the inherited land must be carried out through PPAT.

2. In buying and selling inherited land, the buyer must be careful buying and selling inherited land by checking the juridical truth of the land data and checking directly to find out the history of land ownership from the party closest to the location of the land to be purchased.

References

- Al-Rashid, H. (1986). *Sekilas Tentang Jual Beli Tanah (Berikut Peraturan-Peraturannya)*, Jakarta: Ghalia Indonesia.
- Badruzaman, M.D., (2001). *Kompilasi Hukum Perikatan*, Jakarta: Citra Aditya Bakti Widjaja.
- Benuf, Kornelius & Azha, M. (2020)., “Metodologi Penelitian Hukum Sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer”, *Gema Keadilan*. 7 (1). 20-33.
- Government Regulation Number 24 of 1997 concerning Land Registration
- Harsono, B. (2002). *Sengketa-Sengketa Tanah Serta Penanggulangannya*, Jakarta: Makalah Seminar Permasalahan dan Penyelesaian Sengketa Tanah.
- Kansil, CST. Kansil, Christine, S.T, Palandeng, E.R. and Mamahit, G.N. (2009). *Kamus Istilah Hukum*. Jakarta: Sinar Harapan.
- Kurniawan, F. (2017). *Akibat Hukum Jual Beli Tanah Warisan Tanpa Persetujuan Seluruh Ahli Waris Berdasarkan Kitab Undang-Undang Hukum Perdata*. Semarang: Universitas Semarang.
- Madjloes. (1978). *Beberapa Petunjuk Bagi Camat Selaku Pejabat Pembuat Akte Tanah*. Jakarta: Pantjuran Tudjuh.
- Marzuki, P.M. (2005). *Penelitian Hukum*. Jakarta: Kencana.
- Muhammad, A.K. (1994). *Hukum Harta Kekayaan*. Bandung: Citra Aditya Bakti.
- Muljadi, K. dan Widjaja, G. (2008). *Hak-Hak Atas Tanah*, Jakarta: Kencana.
- Mursalim. *Sengketa Jual Beli Tanah*, retrieved from: <https://lsc.bphn.go.id/konsultasiView?id=5495>.
- Novita, C.F. (2014) “Tinjauan Hukum Terhadap Jual Beli Tanah Tanpa Akta PPAT (Wilayah Kecamatan Tinombo)”, *Jurnal Ilmu Hukum Legal Opinion*. 2 (3).
- Perangin, E.(2003). *Hukum Waris*. Jakarta: Raja Grafindo Persada.
- Prawira, I.G.B.Y. (2016). “Tanggung Jawab PPAT Terhadap Akta Jual Beli Tanah”, *Jurnal IUS*. 4 (1): 64-78
- Putri, C.A., Sanjaya, F.N., Gunarto, (2018). “Efektivitas Pengecekan Sertifikat Terhadap Pencegahan Sengketa Tanah Dalam Proses Peralihan Hak Atas Tanah”, *Jurnal Akta*. 5(1). 267-274.

- Sangsun, F.S.P. (2007). *Tata Cara Mengurus Sertifikat Tanah*. Jakarta: Transmedia Pustaka.
- Sari, R.M.P., Purnama, S., Gunarto, (2018) “Peranan PPAT Dalam Persertifikatan Tanah Akibat Jual Beli”, *Jurnal Akta*. 5. 1. 241-246.
- Soimin, S. (2008). *Status Hak dan Pembebasan Tanah*, Jakarta: Sinar Grafika.
- Sunanda, B. (2013) “Pembatalan Perjanjian Jual Beli Tanah Meskipun Akta Jual Beli Tanah dari PPAT oleh Pengadilan Negeri (Studi Penelitian Putusan di Pengadilan Negeri Bireuen Nomor 11/Pdt.G/2008/PN-BIR, tanggal 23 Februari 2009)”, *Jurnal Ilmu Hukum Pascasarjana Universitas Syiah Kuala*. 2(1).
- Widjaja, G. (2005). *Memahami Prinsip Keterbukaan dalam Hukum Perdata*, Jakarta: Raja Grafindo Persada.