

## Recognition as Evidence that Determines the Validity of the Sale and Purchase of Land and Buildings (Case Study: Case No. 1298 K/PDT/2022)

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### Abstract

Disputes can occur because of misunderstandings, differences of opinion, defense of interests, rights and obligations that are not fulfilled, and one party feels disadvantaged. One of the evidence in the dispute or case of the validity of the sale and purchase of land and buildings is recognition. This study aims to find out and analyze the application of the Civil Procedure Proof System, especially evidence of recognition. This research is a normative study using a case approach and deductive analysis. The legal material used is primary legal material in the form of a court decision and relevant laws and regulations. The results showed that in the case of the Plaintiff as the seller of land and the building as mentioned in the sale and purchase deed denied the sale of land and his building, but because in the lawsuit the Plaintiff admitted that he had received money from the buyer (Defendant I), the sale and purchase was considered valid with all legal consequences.

**Keywords:** proof; recognition; buying and selling land; civil procedural law.

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### Introduction

Talks about legal relations, certainly cannot be separated from disputes. Disputes are interpreted by Laura Nader and Harry F. Todd Jr. namely as a condition where the dispute is declared in advance or by involving a third party. (Kriekhoff and Ihromi, 2001). Whereas Dean G. Pruitt and Jeffrey Z. Rubin defines disputes as perceptions about differences (Z. Rubin, 2004).

Basically, a dispute occurs not just like that, but there is always a trigger. On the other hand, disputes can occur due to misunderstandings, differences of opinion, defense of interests, rights and obligations that are not fulfilled, one of the parties feels disadvantaged, and so on, while one of the entrances of disputes is the legal relationship of the parties to the dispute. In this case the supervision and law enforcement can be carried out in a fair, efficient, effective and economic way. (Aldyan, 2022)

Laura Nader and Harry F. Todd Jr. explained 7 (seven) ways of resolving disputes in society, including lumping it, avoidance, coercion, negotiation, mediation, arbitration, adjudication. (Nader and Todd, 1978). Broadly speaking, including in Indonesia, dispute resolution can be taken through 2 (two) paths, namely non-litigation and litigation. The non-litigation pathway in principle refers to the settlement without involving a court institution, including negotiation, mediation, consolidation, expert opinion, arbitration. Given the current

situation, a system that is appropriate, effective, and efficient is required. (Rifai, 2022) While the litigation path refers to the settlement of disputes through a court institution with the paradigm of Win Lose Solution. Regarding dispute resolution through litigation, Joseph Raz explained that in order to carry out legal norms effectively, legal organs are needed, in this case the judicial institution (Raz, 1997).

Speaking of litigating dispute resolution, will not be separated by proof. Proof is the most important thing in the trial process, this is in line with the principle of proof in the meaningful incumbent probation procedural law, "Who dedicates a rights, who confirms a rights, and who refutes that rights," then the person concerned must prove the truth about the things he argues or the things he denies.

Evidence in civil procedural law has been determined limitatively in the *HIR* including letters, witnesses (including expert witnesses), recognition, section, oaths and local examinations. The six evidences each have different nature and levels of proof, which can bind the judge or not bind the judge (free). The stages of the judicial process includes basic procedural protection. (Eviningrum, 2020)

Recognition (*Bekintenis*), is one of the evidences that binds the case inspector judge, with the condition that the recognition must be carried out in the court. In principle, recognition in front of the trial is a one-sided statement, both in writing and verbally and stated by one of the parties in the case at the trial, whose contents justify either all or part of an event, rights or legal relations submitted by the party his opponent, which resulted in a further examination by the Panel of Judges of the Case no longer needed (Mertokusumo, 2002)

One case that shows the application of evidence of recognition is case No. 1298 K/Pdt/2022. The case at the cassation level was originally a case in the Wonogiri District Court with the Register Number 13/Pdt.G/2021/PN.Wng. Which in the case, in principle, the Plaintiff argued that he did not sell his land and building to Defendant I and demanded that the buying and selling of the Plaintiff's land and building to Defendant I was declared null and void. At the *Judex Factie* level, the Wonogiri District Court granted the plaintiff's lawsuit and at the appeal level, the Semarang High Court strengthened the decision of the Wonogiri District Court, which means the sale and purchase of land and buildings belonging to the Plaintiff to Defendant I was canceled. On the cassation level examination, the Supreme Court as *Judex Juris* canceled the *Judex Factie*'s decision based on the recognition of the Plaintiff as a legal consideration.

Based on the above explanation, the case is feasible to be examined by raising the issue of how to apply the law on evidence of recognition as a determinant of the validity of the sale and purchase (case study of case No. 1298 K/Pdt/2022).

## Materials and Methods

This study applies qualitative normative research methods with a case approach (case approach). Primary legal materials used include a court decision that has permanent legal force and relevant laws and regulations. Legal approach to laws and regulations, primary and secondary data data, consists of previous research journals related to the subject matter discussed in this study. (Zulhidayat, 2021). The analysis used is a deductive syllogism analysis technique. The nature of this research is descriptive, the analysis technique is deductive. (Wicaksono, 2022)

## Results and Discussion

This research is based on the Position Case from Case No. 13/Pdt.G/2021/PN.Wng. at the Wonogiri District Court. The plaintiff in case No. 13/Pdt.G/2021/PN.Wng. filed a lawsuit against the Defendants, including the land buyer (object of the dispute) as Defendant I, Rural

Banks as Defendant V, PPAT of Wonogiri who made the Deed of Sale and Purchase of the disputed object as Defendant III, District Land Office Wonogiri as Defendant IV, and Co-Defendant, the buyer of the disputed object from Defendant I. The basis for the Plaintiff's lawsuit is that in essence the Plaintiff does not feel that he has sold his land and buildings to Defendant I, and demands that the Deed of Sale and Purchase between the Plaintiff and Defendant I be annulled and the certificate that has been renamed to Defendant I is returned to be in the name of the Plaintiff.

Regarding this lawsuit, in principle the Defendants disputed the Plaintiff's arguments and argued that the transfer of rights through the Deed of Sale and Purchase between the Plaintiff as the Seller and Defendant I as the buyer is valid and has binding legal force. In this sale and purchase, the Plaintiff has given the Authorization to Sell, while the Defendant I has granted the Authorization to Purchase, thus, the Plaintiff and Defendant I do not need to appear before the PPAT to face and sign the deed of sale and purchase of the disputed object. Even after the transaction, the Plaintiff has received payment money from Defendant I.

The Panel of Judges at the Wonogiri District Court partially granted the Plaintiff's claim, which in essence declared the cancellation of the Sale and Purchase Deed between the Plaintiff and Defendant I made by Defendant III. Upon cancellation of the deed of sale and purchase, then all series of legal actions on the object of the dispute arising from the Deed of Sale and Purchase between the Plaintiff and Defendant I are null and void.

Case of Appeal No. 375/Pdt/2021/PT.SMG at the Semarang High Court. Against the decision of the Wonogiri District Court No. 13/Pdt.G/2021/PN.Wng. mentioned above, Defendants I, Defendants II, and Defendants V, submitted appeals to the High Court of Semarang, Central Java. The Panel of Judges at the Semarang High Court handed down a decision which essentially upheld the Wonogiri District Court decision No. 13/Pdt.G/2021/PN.Wng. Cassation Case No. 1298 K/Pdt/2022 at the Supreme Court. Against decision No. 375/Pdt/2021/PT.SMG Semarang High Court, Defendant I, Defendant II, and Defendant V filed an appeal to the Supreme Court. The placement of the Supreme Court as the top judiciary institution shows that the legislators want a unified judiciary. Even though in Indonesia there is a Constitutional Court, the judicial power exercised by the Supreme Court and the four spheres under it still has a judicial unit (*eenheid van rechtspraak*) (Butarbutar, 2010).

During the cassation examination, the Panel of Supreme Court judges handed down a decision which basically annulled the Semarang High Court Decision No. 375/Pdt/2021/PT.SMG., September 23, 2021 which upheld the Wonogiri District Court Decision Number 13/Pdt.G/2021/PN. Wng, July 14<sup>th</sup> 2021, then tried himself with a verdict which basically rejected the Plaintiff's claim in its entirety. Whereas the considerations of the Supreme Court are basically as follows: 1). That at the time of signing the credit agreement between Defendant I as Debtor and Defendant V as Creditor, the object of the dispute had been a sale and purchase between the Plaintiff as the Seller and Defendant I as the buyer as before the Notary/PPAT/Defendant III as stipulated the Deed of Sale and Purchase Number 564/2017 dated September 19<sup>th</sup> 2017, and the transfer of rights to be reversed from the Certificate of Ownership on behalf of the Plaintiff to Defendant I is currently being processed by Defendant IV; 2). Whereas for the *a quo* credit agreement, the Plaintiff has agreed, including the object of the dispute, to become a mortgage burden, and for this credit facility, the Plaintiff admits that he has received a portion of Rp. 20,000,000.- (twenty million rupiah); 3). Whereas thus, the sale of the object of dispute from the Plaintiff to Defendant I which according to the Plaintiff is engineering, is unacceptable, etc.

Whereas in the legal considerations as mentioned above, there is evidence of acknowledgment from the Plaintiff which is conveyed in his lawsuit, in posita 4 (four) which

reads: "that one day later Defendant II transferred cash disbursement funds to the Plaintiff's account in the amount of Rp. 20,000,000.- (twenty million rupiah) the rest will follow, etc.." Application of the Law on Evidence of Confession In case No. 13/Pdt.G/2021/PN. Wng. jo. No. 375/Pdt/2021/PT SMG jo. No. 1298 K/Pdt/2022, there is evidence of letters, witnesses and local examinations. Documentary evidence submitted by the Defendants to prove the validity of the sale and purchase of the disputed object between the Plaintiff and Defendant I included, among others, the Power of Attorney to Sell, the Power of Attorney to Purchase, the Sale and Purchase Deed, *Warkah* and Land Certificate No. 1623.

Although in the Plaintiff's lawsuit there has been an acknowledgment that the Plaintiff has received money worth Rp. 20,000,000, - plus evidence of authentic deeds including, among others, Power of Attorney to Sell, Power of Attorney to Buy, Deed of Sale and Purchase, *Warkah* and Land Certificate No. 1623, however, the *judex factie* did not consider the Plaintiff's evidence of recognition and argued in its legal considerations that the Power of Attorney to Sell, the Power of Attorney to Purchase as the basis for making the Deed of Sale and Purchase before Defendant III is an absolute power of attorney, so that the sale and purchase of the disputed object between the Plaintiff and Defendant I invalid and cancelled.

The Supreme Court as a *judex juris* judged that the *judex factie* was wrong in applying the law. The Supreme Court stated that the custodian of the construction or interpretation of the constitution is the judiciary. (Gwunireama, 2021) *Judex juris* in its legal considerations considered that the Plaintiff regarding the credit agreement between Defendant I and Defendant V, the Plaintiff had agreed, including the object of the dispute became a liability, and for this credit facility the Plaintiff admitted that he had received a portion of the money in the amount Rp. 20,000,000.- (twenty million rupiah). This is in accordance with the Plaintiff's acknowledgment in the arguments of his lawsuit that Defendant II transferred the money disbursement funds to the Plaintiff's account in the amount of Rp. 20,000,000.- (twenty million rupiah) the rest will follow.

The considerations of the Panel of Supreme Court Justices at the cassation level are in accordance with the applicable civil procedural law. Confession in court is decisive evidence, so that the Panel of Judges is bound by the confessional evidence. This is also in line with Abdul Manan's opinion which states that in order for confession to be used as evidence, it must meet formal and material requirements. There are also formal requirements for acknowledgment as evidence, namely that the acknowledgment is conveyed in the process of examining the case at trial and delivered by the litigant or their attorney in oral or written form. While the material requirements are that the confession given is directly related to the subject matter, is not a lie or a falsehood that is real and clear, and is not contrary to law, decency, religion, morals, and public order (Manan, 2006)

Of course, this is also supported by documentary evidence which is authentic evidence which has been shown in the original before the court, including Power of Attorney to Sell, Power of Attorney to Buy, Deed of Sale and Purchase, *Warkah* and Land Certificate No. 1623. This is in line with the duties of a judge in a civil court, namely maintaining the civil law system and determining what has been determined by law in a civil case (Soepomo, 2006)

Based on the foregoing, the argument for the Plaintiff's lawsuit stating that the sale and purchase of the disputed object with Defendant I was fabricated, could not be proven and could not be justified, therefore the Plaintiff's claim was declared rejected, or in other words the Sale and Purchase Deed drawn up by Defendant III was lawful with all the legal consequences, along with the imposition of mortgage rights on the disputed object and the sale of the disputed object from Defendant I to Co-Defendant which was stopped due to the *a quo* case.

## Conclusion

In case No. 1298 K/Pdt/2022, the Panel of Supreme Court judges considered that the plaintiff admitted in his lawsuit that he had received Rp. 20,000,000.- (twenty million rupiah) from Defendant I in the sale and purchase of land and buildings belonging to the Plaintiff. The Plaintiff's confession constitutes an acknowledgment in court which is perfect evidence which is decisive in nature and the judge is bound by this acknowledgment. Upon the acknowledgment of receipt of money by the Plaintiff, the Panel of Supreme Court Judges stated that the sale and purchase of the home and building belonging to the Plaintiff to Defendant I was valid with all the legal consequences. The juridical consequences include, among other things, the binding of mortgage rights imposed on the land and building is legal along with the sale of the disputed object by Defendant I to the Co-Defendant, whereas if the Plaintiff feels aggrieved over the sale and purchase payment, he can file a claim for compensation, not cancellation of the sale and purchase deed

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