ACTIVA YURIS
Volume 4 Nomor 2 August 2024
E-ISSN: 2775-6211
DOI: http://doi.org/10.25273/ay
Website: http://e-journal.unipma.ac.id/index.php/AY

Ownership Status of Petok D Land that Has Been Transferred From an Unauthorized Party (Study Case of Decision Number 190/Pdt.G/2005/PN.Sby *jo.* Decision Number 494/PDT/2007/ PT.SBY *jo.* Decision Number 2340 K/PDT/2008 *jo.* Decision Number 233 PK/Pdt/2011)

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Abstract
Letter C and Petok D books, although after the enactment of the UUPA are no longer evidence of land management, PP article 24 no. Article 24 of the Law (1997) further regulates the recognition of the necessity to record land rights as old written evidence. The problem is how the relationship between case decision 190/Pdt.G/2005/PN.Sby with decision no. 94/PDT/2007/PT.SBY with decision No. 2340 K/PDT/2008 with decision No. 233 PK/Pdt/2011 and how the legal status of buyers of land rights petok d. is not eligible. The study used as treatment is a normative legal study based on principles and concepts. Obtained the following research results: Land rights with letter C and Petok D are allowed according to Article 39 of PP. 24 of 1997, but if the letter C and Petok D book are tampered with by changing the name written in it, then it is a prohibited act, and the judge in his opinion canceled the letter C and Petok D book with evidence. Letter C and Book Petok D A seller who does not have the right to sell it and has it canceled by a court judge, can sue the seller on the grounds that he has committed an unlawful act.
Keywords: Land; Letter Book C; Petok D; No Rights

History:
Received: 15 June 2024
Accepted: 9 February 2025
Published: 9 February 2025

Publisher: Universitas PGRI Madiun

INTRODUCTION

Land in the legal sense means the official boundaries that have been established based on Article 4 of the UUPA, which regulates State control as stipulated in Article 2. Based on this, it is regulated that various kinds of rights on the land surface of the earth can be granted and owned by legal entities and individuals. In general, according to Article 1, land rights are part of land rights which can be divided into several levels according to their size (Harsono 2005: 21). The development of the population is getting higher, requiring land land, especially for housing, making the price of land for housing provision even higher, which occurs in various ways to obtain it both legally and illegally, especially for land rights that have not been registered and still use old evidence, namely Letter C and Petok D books, by illegally claiming land belonging to others, such as the case below:

Based on information / statements from the Kejawan Putih Tambak Village Government which shows that both the land listed in letter C No. 523 and Klansiran No. 150 each in the name of Muglar are all sourced or originated from land rights yasan inherited by Marsinah which is registered in the letter C land book of the Kejawan Putih Village / kelurahan Government under No. 300, as described above. Mrs. Taba'ah, Taufiq, and Satoem (the Plaintiffs) sought an explanation from the Kejawan Putih Tambak Village Administration regarding the reasons/causes for the deletion of the land change, and were

unable to provide legal certainty, given that in their oral statements and admissions made to the Plaintiffs, on the one hand they stated that the land was sold by Marsinah in 1972 and on the other hand they stated that the land was obtained by barter, The Village Government of Kejawan Putih Tambak together with Muglar have eliminated or abolished property rights to Marsinah's inheritance land which is the object of dispute in another case, such actions constitute illegal actions that cause unavoidable losses to be accounted for by the Defendants as described above.

The decision of Surabaya District Court No. 190/Pdt.G/2005/PN.Sby at the Appeal level was upheld by the East Java High Court in Decision No. 494/PDT/2007/PT.SBY. dated January 14, 2008. At the cassation level, the Supreme Court in its decision No. 2340 K/PDT/2008 jo Decision No. 233 PK/Pdt/2011, rejected the cassation and judicial review applications from the Surabaya City Government. The rejection of the appeal, cassation and judicial review, which essentially upheld the decision of the Surabaya District Court, showed that Parcel 9 b, d II, an area of 0.755 ha, parcel 12 d II, an area of 0.086 ha, parcel 13 d II, an area of 1.170 ha, parcel 16 d II, an area of 0.345 ha in a unity of area and boundaries, namely the entire area of ± 2.355 ha = 23. 550 m2, is part of the Marsinah inherited land registered in the letter C land book of the Kejawan Putih Tambak Village Government with No. 300 recording Marsinah's name as the legal owner and if Marsinah dies, it will legally pass to her heirs. This shows that the obligation to register land rights and indeed the old evidence of legal certainty (before the enactment of the UUPA), is still used to complete land registration.

It is from this background that the problem of this thesis is raised. What is the Ratio Decidendi of Decision Number 190/Pdt.G/ 2005/ PN.Sby jo Decision No.494/PDT/2007/ PT.SBY jo Decision No.2340 K/PDT/2008 jo Decision No.233 PK/Pdt/2011 and what is the legal position of the buyer of Petok D land rights proof of absence.

RESEARCH METHODS

This scientific research uses a method whose characteristic is to compile/design a plan to achieve a goal. The scientific method arises by strictly limiting the language used and using legal language that is understood by peers or called (Intersubjective). (Ibrahim, 2005: 230) This research is standard legal research, namely research that examines the laws and regulations that apply or apply to a particular problem. Normative research is often called educational research, and the object of research is documents and literature related to legal norms.

ANALYSIS/DISCUSSION

Ratio Decidendi of Decision Number 190/Pdt.G/ 2005/ PN.Sby jo Decision No.494/PDT/2007/ PT.SBY jo Decision No.2340 K/PDT/2008 jo Decision No.233 PK/Pdt/2011

The letter C and Petok D books are registered in the name of Marsinah, so that she is the legal owner of the disputed land parcel even though the land parcel has not been registered. Regarding the registration of land rights, this includes initial registration and maintaining data by issuing certificates as evidence of the creation of rights. This registration activity is called legal registration. There are also activities initiated by the government, namely the tax register, namely tax collection, namely land registration for the benefit of the state itself (Harsono 2013: 84). The difference is that proof of ownership after being registered in the legal cadastre is legal evidence, while the tax cadastre is not proof of ownership. Land registration is the realization of the provisions according to Article 19 paragraph (2) of the UUPA, land registration itself includes several activities, such as:

a. Land surveying, mapping, accounting.
b. Registration of land rights and transfer of rights.
c. Providing certificates of property rights which are strong evidence.

Land consolidation activities as referred to in Article 19 of the UUPA only include land inspection and land registration, registration of land rights and transfer of land rights and submission of valid legal documents as legal evidence. sending a certificate issued by an authorized official to the agency that submits the request or has an interest in the status of the person.(Prasetia and Rosando 2023) Registration in the real estate register aims to ensure legal certainty with respect to land ownership. But in reality, there is still a lot of unregistered land, and often agricultural disputes arise over proving land ownership. This is closely related to the land management system in Indonesia and must be improved to ensure legal certainty regarding land rights in accordance with Article 19 paragraph (1) of the UUPA. One of the causes of land disputes is the current land ownership system in Indonesia, where transparency is passive and there is a positive trend that requires land registration (Susilowati et al. 2020).

Under this registration system, the government does not provide legal certainty (legal status certificates) to land rights owners. The state is also not responsible for the information contained in land ownership documents. Information is considered correct unless questioned by a third party. This situation has led to several land issues and disputes between parties in several regions in Indonesia. Generalized rules/laws are necessary to create legal certainty. Of course, its generalization nature is not in accordance with the element of justice. Because justice demands that everyone gets their share. Efforts to prove legal rules to achieve legal certainty mean the need for codification of positive law. In Indonesia, the influence of legalism plays a major role in proving legal norms. (Susilowati et al. 2020) Written regulations are also needed when there is a change in the land registration system. Land disputes and disputes that arise not only occur on land that is not legally registered and certified, but also occur on land that is registered and certified. (Sangsung 2007:4) This fact shows how evidence in the form of a certificate does not guarantee the strength of a person's or legal entity's rights to land.

In connection with the management of land rights over parcels of land in Marsina, some parcels of land have been registered at the Land Registration Office of the village / sub-district government with evidence of the book Letter C and Petok D. Kejawan Putih Tambak under No. 300 recorded in the name of Marsinah, attached evidence, which among others are land parcel 9b d.ll iuas 0.755 Ha., As written evidence and including old evidence according to Article 24 paragraph (1) of Government Regulation No. 24 of 1997, if the land is registered in the land registry according to Article 19 of the UUPA, the land office will issue a valid certificate of ownership rights to the applicant as valid evidence. This means that even if the land is not registered in the Land Register so that there is no clear written evidence in the form of a land title certificate, the land must be registered in the relevant Land Register as stipulated in Article 1. This means that the land is still registered. A certificate is a valid certificate of authenticity because it is issued by an authorized official who records the physical and legal information contained in the certificate. However, survey certificates and land registration information with relevant physical and legal data. Marcina is the party who wrote the old land certificate, although she is not registered as the legal owner of the unregistered land.

Upon the death of Marcina in 1958, parcels of land with evidence of letter C and Petok D books, several parcels of land registered in the letter C land register belonging to the Kejawan Putih Tambak village/district government under No. 300 recorded the name Marsinah attached evidence, which among others are land parcel 9b d.ll iuas 0.755 Ha., Persil 12.d 11 Area 0.085 Ha Persil 13 d II Area 1.170 Ha and Persil 16 d II Area 0.345 Ha,

legally transferred to the heirs, namely Musripan biological son Marsinal as the sole heir, but because in 1964 Musripan has died and left Taba'ah widow Musripan and two biological children namely Taufiq and Satoem, then legally acting as heirs are Taba'ah, biological children namely Taufiq and Satoem. As an heir who receives his inheritance in the form of a plot of land obtained according to law, he will receive his inheritance as an heir in accordance with the provisions stipulated in Section 2 Paragraph 3 "Transfer of Rights" concerning Registration and Encumbrance of Rights. The transfer of rights referred to as "the basis of inheritance" in Article 42 of Decree No. 24 of 1997 in conjunction with Decree No. 18 of 2021 is basically the registration of the transfer of legal (registered) land rights. Inheritance, the person in charge of its implementation. The data required for land registration is carried out when there is a change in the physical or legal data of a land registration object.

The owner of the right concerned must register the change at the Land Registry Office. The registration must be submitted to the Land Registry Office by the heir as the beneficiary of the inheritance. They must submit a certificate of ownership of the land as inherited property, the death certificate of the person registered as the right holder, and a certificate of inheritance.

Furthermore, if the inheritance is not legalized (not registered), it is necessary to attach documents as requirements as referred to in Article 42 Paragraph 2 of Government Regulation No. 24 of 1997 in conjunction with Government Regulation No. 18, there is a letter of explanation from the village head stating that the land belongs to the person concerned, and a certificate stating that the land concerned has not been certified by the Land Registration Office, or land located far away is not included. From the Land Registry, from the right holder. The relevant case has been confirmed by the head of the village/kelurahan or one or more of the parties to the legal act concerned, or as stipulated in Article 38. One of these is: the witness confirms that he or she does not agree to it. A legal act that a party is entitled or not entitled to do, or that is done by one or more parties on the basis of the act of power of attorney, and that is in essence a transfer of rights or a legal act obtaining permission from an authorized person. An agency or body if such permission is required by the applicable laws and regulations or by the subject matter of the legal action concerned. A lawsuit is a property dispute where the physical and/or legal data or other requirements are not fulfilled or violate the prohibitions stipulated by the applicable laws and regulations.

Among the requirements for registering the transfer of inheritance with the Land Registry Office is proof that you are the heir. This provision is contained in Article 111 of Regulation of the Minister of Agriculture/Director of BPN Number 3 of 1997, together with Regulation of the Minister of Agriculture/Director of BPN Number 3 of 1997. According to Article 16 of 2021, the transfer of land rights is submitted by the heirs or their legal representatives accompanied by a deed or certificate in the name of the heirs or, in the case of immovable property that has not been registered, by the heirs or their legal representatives (certified), proof of ownership as referred to in Article 24, see also Government Regulation No. 24 of 1997 and Government Regulation No. 18 of 2021. Another requirement is the existence of a death certificate issued by the village on behalf of the right holder listed on the relevant deed that the heirs are heirs in the form of a will or court decision, an institution authorized by the regent / ruler / district where the heir lived at the time of death, hospital, health worker, or other party where; A certificate or decision of the judge / chief justice of the court, or for mainland Indonesian citizens: Letter of inheritance made by the heirs witnessed by two witnesses, namely the head of the village where the heir lives and the head of the district village confirmed by for Indonesian citizens of Chinese descent, the time of death: case for Indonesian citizens of other eastern foreign descent, deed of inheritance from a notary deed of inheritance from the inheritance administration. If the person requesting

registration of the transfer of rights is not the heir, there must be a power of attorney from the heir and letters proving the identity of the heir. If at the time of the request for registration of the transfer there is already a court order, a decision of the judge or the president of the court, or letters concerning the division of the inherited property, then the order, decision, and letters must also be attached to the request.

Documents regarding the division of inheritance can be in the form of a deed certified by two witnesses and signed by all heirs, or in the form of a notarial deed. If the heirs are many and the inherited property has not been divided, then the transfer of rights to the heirs will be registered as joint property, and the rights can be subdivided by dividing the joint property rights. The rights of each joint right holder are obtained on the basis of being registered based on a deed made by an authorized PPAT in accordance with applicable regulations, with the existence of an agreement between joint right holders regarding the division of joint rights within the meaning of Article 51 of Presidential Decree Number 24 of 1997 in conjunction with Presidential Decree Number 18 of 2021. A deed of division of inheritance containing a statement that certain rights are owned by an heir, enables the recording of the transfer of the heir's rights to the heirs based on the division of inheritance certificate. The transfer of rights as referred to in this article must be recorded in the land registry.

However, Tabaa, Muslipan's widow, and her two children, Tawfik and Satoem, are subject to Decree No. 42/1997, because the inherited property is part of the property listed in the land registry that does not meet the provisions of that article. The government of Kejawan Putih Village/Kelurahan Tambak Letter C under No. 300 recorded Marsinah's name as attached evidence, which among others is land parcel 9b d.ll iuas 0.755 Ha., Parcel 12.d 11 Area 0.085 Ha Parcel 13 d II Area 1.170 Ha and Parcel 16 d II Area 0.345 Ha, controlled by Basiro. The control of several plots of land as inherited property by Basiro with the consideration that Basiro is Marsinah's heir as a sibling and at that time Taufiq and Satoem were still immature, so they were not able to carry out legal actions because they were not capable.

In relation to the first reason, that Marsina's brother Basiro is an heir, this is because the classification of heirs consists of several groups, and one group of heirs is responsible for the children and their descendants. The first group of heirs: Under Article 852 of the Civil Code, children and their descendants inherit property from their parents and grandparents as heirs or blood relatives, regardless of gender or previous life. If they are all related to the deceased to the first degree and each has rights in his own right, then they inherit the same property from head to head. If all heirs are heirs, then they inherit part of it.(Purnamasari 2012: 59)

Marsinah's heir is Masripan, and because he died in 1964 and Marsinah died in 1963, Masripan's heirs are Taba'ah, Masripan's widow, and Taufiq and Satoem, Masripan's biological children. This means that Basiro who claims to be Marsinah's heir is not based on the law, so he should have handed over several plots of land with proof of Letter C and Petok D books to Masripan's heirs who by law get a share of the inheritance and when Masripan died, it fell to Masripan's heirs, namely Taba'ah Masripan's widow and Taufiq and Satoem, as first class heirs and ruled out Basiro as a monkey class heir, even though he has a legal relationship, namely blood relations with Marsinah, has no right to get a share of the inheritance.

Some of the parcels that have been registered in the letter C land book of the Kejawan Putih Tambak Village Government under No. 300 are recorded in the name of Marsinah, the attached evidence, which, among others, is parcel 9b d.ll iuas 0.755 Ha., Persil 12.d 11 Area 0.085 Ha Persil 13 d II Area 1.170 Ha and Persil 16 d II Area 0.345 Ha, controlled by Basiro,

the death of Basiro the land plot is controlled by Muglar, namely the husband of Bai'ah son of Darma a widow married by Basiro (not Basiro's biological son).

Muglar and the village head of Kejawan Putih Tambak engineered several parcels of land, for example, land with proof of control in the form of letter C and Petok D books, it turned out that the Kejawan Putih Tambak Village Government as recorded in book No. 300 had been crossed out by the Kejawen Putih Village Head followed by a selling statement to No. 523 on behalf of Muglar on October 16, 1972. Then the land parcels in No. 523 originated from land parcels No. 300 engineered by the cooperation of Lurah Kejawen Keputih with Muglar by transferring to another book record, namely to the clansman book record under No. 523. 150, Muglar's name was still recorded and the writing KMS Depo Sampah was added by changing the number of parcels and the area of the land as stated by the Kejawan Putih Tambak Village government when Mrs. Taba'ah, Taufiq, and Satoem asked for an explanation from the Kejawan Putih Village Government, specifically about the series / connection between letter C No.300 recorded Marsinah with No. 523 on behalf of Muglar and No. 150 on behalf of Muglar which is also written KMS Depo sampah. Information / statements from the Kejawan Putih Tambak Village Government which shows that both the land listed in letter C No. 523 and Klansiran No. 150 are each in the name of Muglar, so that the actions of the Kejawan Putih Tambak Village Head and Muglar who fabricated old written evidence of the land plot can be said to have eliminated the origin of the land.

The existence of this fabrication after searching by requesting an explanation from the Kejawan Putih Tambak Village Administration regarding the reasons/causes for the deletion of the land change, could not provide legal certainty at all, considering that in his oral statement and acknowledgment conveyed to the Plaintiffs, on the one hand explaining that the land had been sold by Marsinah in 1972 and on the other hand explaining that the land was obtained on a swap, but in reality the statement has absolutely no clear legal evidence and or has no legal basis (merely engineering) Kejawan Putih Village Administration Tambak together with Mughal called for stripping or canceling the ownership of heirloom land which is a dispute over other issues. These actions constitute unlawful acts that cause harm, so the defendant must be held accountable for his actions which must be set aside.

Based on the description and discussion above the issue of Ratio Decidendi on Decision Number 190/Pdt.G/2005/PN.Sby jo Decision No.494/PDT/2007/PT.SBY jo Decision No.2340 K/PDT/2008 jo Decision No.233 PK/Pdt/2011 can be explained that the decision of the Surabaya District Court judge in his decision stated that the land plot controlled by Basiro, Marsinah's sibling on the grounds that he was an heir, was not based on the law, because Marsinah had a biological child, namely Masripan and had two biological children, namely Taufiq and Satoem, from the results of her marriage to Taba'ah, including first-class heirs who ruled out Basiro as a second-class heir, therefore, if you think about it and decide to declare the land which is the subject of the dispute in this case, then it is Marcina's inheritance land located on Jalan Kejawan Putih Tambak consisting of Persil 9 b, d II, an area of 0.755 ha, parcel 12 d II, an area of 0.086 ha, parcel 13 d II, an area of 1.170 ha, parcel 16 d II, an area of 0.345 ha in a unity of area and boundaries, namely the entire area of ± 2.355 ha = 23,550 m2, which is part of the Marsinah inheritance land registered in the letter C land book of the Kejawan Putih Tambak Village Government under No. 300 recorded in the name of Marsinah, based on the law, but the problem is engineering until the sale of land parcels without rights there are parties harmed both Marsinah's heirs (Musripan) and the land buyer from Muglar, without any legal basis. 300 recorded the name of Marsinah, based on the law, but the problem is engineering until the sale of land parcels without the right there are parties who are harmed both Marsinah's heirs (Musripan) and the land buyer from

Muglar, without the right to sell several plots of land with evidence of Letter C and Petok D books.

The Legal Position of an Unauthorized Purchaser of Land Title Evidence Petok D

Buying and selling real estate involves the transfer of ownership of real estate. With regard to the provisions of article 26 paragraph 1 of the UUPA, land is transferred by sale. The purchase, sale, exchange, donation, inheritance, customary gift, and other transfers of ownership of real estate, as well as the management of real estate, are regulated by government regulation. The sale and purchase of land rights is an activity that aims to transfer land rights. Rights pass from the seller to the buyer. Although the UUPA recognizes that the transfer of land rights is a legal act of sale and purchase, it does not define sale and purchase of land rights.

According to Boedi Harsono, the sale and purchase of land rights generally occurs on the basis of consideration and consent, but specifically in the field of land rights there are limitations, unless the contract to be made violates or contradicts the provisions of the UUPA. (Harsono 2000: 682) This means that the sale and purchase of land rights is regulated in the UUPA, but if the UUPA does not regulate it, then a general agreement becomes the legal basis for the sale and purchase. Regarding contracts in general, Boedi Harsono does not explain further whether the contract is in accordance with the provisions of Book III of the B.W. Boedi Harsono also answers that the sale and purchase of land rights is usually carried out on the basis of a contract, and the contract in question is not a sale and purchase contract as referred to in Article 1457 of the Civil Code, as explained by Boedi Harsono: according to custom. . By law, the sale of land is not a contract as referred to in Article 1457 of the Civil Code (Harsono 1971: 132-33).

Boedi Harsono also stated that the agreement reached did not violate or contradict the provisions of the UUPA. This indicates that the sale and purchase of land rights was conducted in accordance with the provisions of UUPA. Article 5 of UUPA states that agricultural law regarding land, water, and space is customary law to the extent that it does not conflict with the unity of the nation and state, Indonesian socialism, and the interests of the law. Consider other legal factors and legal and religious factors. The provisions of Article 5 of UUPA emphasize that customary law is the basis for the application of agrarian law, although almost every region in Indonesia has its own customary law, but it is a general law that is elaborated or elaborated and has specific characteristics in each country.

The sale must be based on the provisions of Article 1471 of the Civil Code, which states that “the sale of goods belonging to another person is void and the buyer must bear the costs, compensation and interest”. If you do not know that the goods belong to someone else. That is, according to Virjono Projodikoro's power of attorney agreement, a sale requires the seller to be the owner of the goods sold or another party through a power of attorney agreement. The word in the name is party, authorized to act on behalf of the authorizing party. The question of granting power of attorney and the question of agency are not necessarily suitable in a legal relationship. (Prodjodikoro 1991: 151) Power of Attorney is a power of attorney received by a person to perform legal acts on his behalf, namely an agreement in which a person gives something (such as a letter of intent) to another person (Suryo Diningrat 1992: 117) This means that the purchase or sale of land must be carried out by the landowner or other person authorized to sell land rights in the name or on behalf of the landowner, which means it must.

Transactions whose object is land rights must be valid after fulfilling the conditions for the sale and purchase of land rights, which are expressly regulated in the UUPA. Regarding the validity of a sale and purchase, Boedi Harsono states that there are 2 (two)

requirements, namely material requirements and formal requirements. Material requirements determine the validity of sales and purchases, namely:

a. The seller has the right, power, and permission to sell the goods in question. The title here refers to the fact that the seller actually has the right to the goods sold, and this is proven through documentation as strong evidence. Purchases and sales by unauthorized parties are invalid. It is considered that no sale and purchase has occurred at all. Acceptable means that the seller meets the requirements to be a seller. he is of age, mentally healthy, not under guardianship, and is not legally prohibited from filing a lawsuit. If there is an unauthorized person buying or selling, then the purchase or sale made by the authorized party can be canceled. The sale is now permitted. The sale does not violate the applicable provisions regarding the sale and purchase of land rights. The land plot is registered in the land book letter C of the Kejawan Putih Tambak Village/Sub-district Government under No. 300, the name Marsinah is recorded, the attached evidence, which includes land plot 9b d. covering an area of 0.755 Ha., Plot 12.d 11 Area 0.085 Ha Plot 13 d II Area 1.170 Ha and Plot 16 d II Area 0.345 Ha, under the name of Marsinah, after her death in 1963 the rights to the land were transferred to Masripan, Masinah's only son, and in 1964 Masripan died and then by law it was transferred to his heirs, namely Taba'ah, Masripan's widow and Taufiq and Satoem. As heirs, they have the right to sell the land, but Book Letter C and Petok D are controlled by Basiro, Marsinah's brother on the grounds that at that time Taufiq and Satoem felt entitled to receive a portion of Marsinah's inheritance. When Basiro died, Book Letter C and Petok D were controlled by Muglar, Bai'ah's husband, who was the son of Darma, a widow who was brought into marriage with Basiro. By Muglar in collaboration with the Kejawan Putih Tambak sub-district officials, he manipulated the evidence of Letter C and Petok D Books, for example, the land plots registered in the letter C land book of the Kejawan Putih Tambak Sub-district Government under No. 300 had been crossed out, followed by a statement of sale to No. 523 in the name of Muglar on October 16, 1972. Then the land plots in No. 523 originally came from land plots No. 300 manipulated through the cooperation of the Kejawan Putih Tambak Sub-district with Basiro named Muglar by transferring to another book record, namely the klansiran book record under No. 150, which was still recorded as the late Muglar and added with the writing KMS Depo Sampah by changing the number of plots and the area of the land as stated by the Kejawan Putih Tambak Sub-district Government when the Plaintiffs asked for an explanation from the Kejawan Putih Sub-district Government, specifically regarding the series/relationship between letter C No. 300 recorded by Marsinah and No. 523 and No. 150 in the name of Muglar which is also written as KMS Depo sampah. Information/statement from the Kejawan Putih Tambak Village Government which shows that both the land listed in letter C No. 523 and Klansiran No. 150 are each in the name of Muglar. Based on the results of the engineering by Muglar, several plots of land were sold to other people, including 12 people, all of whom were named defendants. This means that the sale and purchase of several plots of land, the seller, namely Muglar, did not have the authority to sell the plots of land, so that the requirements for the seller to have the right, authority and permission to sell the land were not met.

b. A sale and purchase whose object is land rights must be valid after fulfilling the conditions for land sale and purchase which are specifically regulated in letter b. The buyer has the right to purchase and power of attorney. This means that the buyer is a legal entity that has ownership rights to the goods purchased. The property being sold has title. According to Article 21 of the UUPA, only Indonesian citizens can have

property rights. The board decides which legal entities can have ownership rights and claims. Foreigners who acquire property rights after the enactment of this Law through inheritance or intermarriage, and Indonesian citizens who have property rights and lose their citizenship after the enactment of this Law: Must relinquish these rights within one year after acquisition. . . or lose citizenship. If the ownership rights are not released after that period, then the ownership rights expire and the land becomes state property until the rights of another party claiming the land are valid. The buyers in this case are Suwani, Toha, Swep, Kaldi, Supriyadi, Cholib, Slamet, Rukmayor Gator, Yadik, Lopik, Hi Bahia, H. Nurul Basoli and H. M.Sc. Ilyas, H.Mocchi. Because H. Chabib's grandfather is all a resident Indonesia, then they as buyers are allowed to buy the land as long as the buyer has the right and authority to buy UUPA. Regarding the validity of the sale and purchase, Boedi Harsono stated that there are 2 (two) requirements, namely material requirements and formal requirements. Material requirements determine the validity of the sale and purchase, namely.

c. The existence of land rights that can be traded because legally it has become the property of the seller, and is not in a state of dispute. The land plot that is the object of the sale and purchase is inherited land in the name of Marsinah and by law is transferred to her heirs in this case Masripan and if the person concerned dies it is transferred to her heirs, namely Taba'ah, the widow of Masripan and Taufiq and Satoem, if in reality the inheritance object in the form of a land plot is engineered and sold by Muglar who has no right to sell, then what happens is that the land is in a state of dispute, so there is a right to sell the land because it legally belongs to the seller and there is no outstanding dispute.
d. The parties (seller and buyer) agree to the sale and purchase of land rights. Although the sale and purchase is an agreement between Muglar as the seller and the buyer, because the seller does not have the right or authority to sell, the condition is that there is an agreement between the parties (seller and buyer) in the sale and purchase. regarding land rights has not been completed.

Formal requirements in buying and selling, especially land rights, refer to procedures that guarantee that buying and selling land is legally permitted. Regarding formal requirements in buying and selling land rights, there are differences between buying and selling according to BW, customary law and UUPA. However, if Government Regulation Number 10 of 1961 is later declared no longer valid by Law Number 5 of 1960 and its implementing regulations, namely Government Regulation Number 24 of 1997 concerning Property Registration, the general legal provisions apply. real estate registration. Considering that the buying and selling of immovable land rights according to Article 37 paragraph (1) UUPA and Government Regulation Number 24 of 1997, the time of transfer of land rights from the seller to the buyer is determined at the time the buying and selling takes place. place. and PPAT is carried out beforehand. However, not all sales of land rights are carried out through PPAT, and because PPAT documents are mandatory, if the transaction meets the basic requirements, the transfer of rights must be carried out in connection with the sale of land rights: , either through PPAT or before PPAT, until the conditions for the sale of the goods are met. The transaction between Mughal and the buyer of the disputed land is not null and void because it did not occur before the PPAT as stipulated in Article 37 paragraph (1) of Government Regulation Number 21 of 2016. 24 of 1997. It is considered to exist so that it is not considered a transfer of land rights. Based on the explanation and discussion of the legal status of buyers of land rights without ownership rights with certificates letter C and Petok D, the land rights sale and purchase book with certificate letter C and Petok D certificate is as

follows. : I can explain. Ownership of the land is not yet permanent (verified), including old written evidence, and this evidence shows that the party whose name is marked with letter C and Petok D is Marsina. If it turns out that books C and Petok D are manipulated in the name of Muglar, which means that Muglar violates his land ownership rights and legally violates the rights of the late Marsinah, then Marsina also becomes the right of the late Masripan. and his rights are legally transferred to his heirs, namely Taba'ah, Masripan and Taufiq and the widow Satoem. As for Muglar who forged book C and Petok D in his own name and then sold it to another party, based on the lawsuit of Taba'a Tawfik and Satoem, it can be said that Mugler committed an unlawful act or violated Article 1365 of the Civil Code. Laws that harm society. On the other hand, people who cause losses due to their negligence are required to compensate for those losses.

CONCLUSION

In the Decision of the Surabaya District Court No. 190/Pdt.G/2005/PN.S, with the decision no. 494/PDT/2007/PT.SBY-Decision no. 2340 K/PDT/2011, the lawsuit based on Book C and Petok D was canceled that the disputed land is an inheritance that cannot be divided based on PP No. 42. 24 It has been registered in the land registry in 1997 and accompanied by evidence of a person's statement recorded in evidence based on Article 24 of 1997, as well as death and succession certificates. The owner of the real estate deed has moved and transferred it to another party. The transfer is void in the sense that it is a transfer of land that is not legally his property. The transfer of land rights with the old certificate can be carried out based on § 39 of SK No. 24 of 1997 VV only if the certificates are in accordance with § 24 of SK No. 24 VV 1997. the buyer of land rights certified with letters C and D without being correct The formal requirements that must be met in the sale and purchase of land rights are that the seller has the right and authority over the land for the purpose of sale and purchase. The seller's sale is based on fabricated evidence C and D, and the origin of the goods is questionable because someone who does not have the right to the goods is selling goods that are clearly not his. As stated in Article 1471 of the Civil Code, this allows the buyer to recover from the property the amount paid "for the sale of goods that do not belong to another person or that no longer exist". If the goods belonging to another person are not valid and he did not know that the goods belonged to another person, then the buyer has the right to receive compensation for costs, damages, and interest.

ACKNOWLEDGMENTS

Thank God Almighty, Lecturers, and our colleagues on campus who have supported the completion of this jurnal.

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