

The Legal Safeguards For Buyers of Land Acquired Through Debt Settlement (Study of Decision Number 12/Pdt.G/2018/PN.Btl)

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ABSTRACT

Legal protection for good-faith land buyers is a fundamental aspect in maintaining the balance between justice, legal certainty, and benefit in the Indonesian civil law system. Problems often arise when the land being traded is previously involved in a debt-to-credit relationship, thus giving rise to potential disputes between creditors and buyers. This article aims to analyze the forms of legal protection for good-faith buyers based on the provisions of the Civil Code, the Basic Agrarian Law, and various Supreme Court jurisprudential decisions. The analysis results show that good-faith buyers receive legal protection in three forms: preventive, repressive, and normative. Preventive protection is realized through land administration mechanisms such as the preparation of a sale and purchase deed by a Land Deed Official (PPAT) and land registration at the land office. Repressive protection is provided through a court decision rejecting a third-party lawsuit if it is proven that the buyer has acted in good faith. Meanwhile, normative protection stems from the principles of good faith, the principle of legal certainty, and the doctrine of justice applicable in Indonesian civil law. Thus, the existence of this legal protection not only guarantees ownership rights for buyers in good faith, but also strengthens public trust in the national land law and governance system.

Keywords: Legal protection, good faith buyers, land sales and purchases, debts, legal certainty.

1. INTRODUCTION

In the Indonesian civil law system, the relationship between contract law and contract law is the primary foundation for regulating legal interactions between legal entities. Both serve as the basis for various forms of civil relations, including transactions involving the transfer of land rights. One form of legal relationship that gives rise to legal challenges is the sale and purchase of land rights, which originates from a debt-to-credit relationship between a debtor and a creditor. This phenomenon not only touches on civil law but also intersects with guarantee law and agrarian law. (Santoso, 2012; Soerodjo, 2003).

The main problem that arises in the practice of buying and selling land resulting from debt lies in the unclear legal qualification of the act. Is the transaction a valid sale and purchase agreement, debt repayment, a gift, or another form of obligation? This ambiguity often gives rise to disputes later, especially when the debtor sells the land that has been pledged as collateral to a third party without the creditor's consent. As a result, a conflict of interest arises between the creditor, who holds the collateral, and the buyer in good faith.. (Rahardjo, 2006).

Normatively, Article 1233 of the Civil Code (KUHPerduta) emphasizes that a contract arises from an agreement or law. A valid agreement, according to Article 1338 of the KUHPerduta, binds the parties like a law. However, in practice, this principle often gives rise to debate when a sale and purchase agreement is used as a means of settling debts without actual payment of the sale price. This situation raises legal questions regarding the validity of the sale and purchase deed and whether the transaction truly reflects the free will of the parties, as stipulated in the principle of freedom of contract. (Ochtorina & Efendi, 2015).

In a philosophical context, the law of contract is a manifestation of an individual's free will to bind oneself in a legal relationship. This principle aligns with Immanuel Kant's notion of the autonomy of the will and Aristotle's commutative theory of justice, which emphasizes equality in exchange. Therefore, when land is used as a means of debt repayment, a philosophical question arises regarding the justice of the exchange—whether the value of the land surrendered is commensurate with the debt repaid. (Radbruch, 2006; Tanya, 2007) (Perangin, 1994)

Land in the context of national law has a special position because it is constitutionally regulated in Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia. Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) emphasizes that land ownership and utilization must guarantee certainty and justice for all people. However, in practice, land often becomes the object of disputes because it is used as collateral or traded without fulfilling the formal provisions of agrarian law. (Santoso, 2012) (Radbruch, 2006; Tanya, 2007)

In the Indonesian property security system, the Mortgage Right (Hak Tanggungan) institution, as stipulated in Law Number 4 of 1996, grants creditors a special status. This right provides strong legal protection because it can be enforced if the debtor defaults. However, many cases involve debt relationships without a formal Mortgage Right, but rather through informal agreements or simple debt agreements. This legal loophole often results in losses for both creditors and good-faith land buyers. (Ali, 2015; Marzuki, 2011) (Ochtorina & Efendi, 2015) (Perangin, 1994)

In practice, particularly in areas with low legal literacy, debt transactions secured by land are often conducted without meeting the formal requirements for a mortgage. When the debtor subsequently sells the land to another party, legal issues arise regarding the validity of the sale. Purchasers, often acting in good faith, often fall victim, unaware that the land they purchased is still being used as collateral. (Rahardjo, 2006) (Perangin, 1994)

The principle of good faith, as stipulated in Article 1338 paragraph (3) of the Civil Code, is an important basis for assessing the validity of an agreement. Good faith is not only required in the implementation of the agreement, but also in the pre-contractual stage. In the context of the sale

and purchase of land resulting from debt, a buyer acting in good faith has the right to obtain legal protection, especially if he has taken reasonable precautions to ensure the legal status of the object he is purchasing. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Ochtorina & Efendi, 2015) (Perangin, 1994)

Legal protection for buyers in good faith is also related to the principle of publicity in the Indonesian land registration system, as stipulated in Government Regulation No. 24 of 1997. Land registration is intended to guarantee legal certainty and protection for land rights holders. However, when the registration system does not accurately record collateral or debt, this legal protection function is weakened and opens up room for disputes. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Santoso, 2012; Soerodjo, 2003) (Perangin, 1994) (Sutedi, 2010)

In practice, the sale and purchase of land resulting from debt repayment is often formalized in a Deed of Sale and Purchase (AJB) before a Land Deed Official (PPAT). However, these deeds are often executed without actual payment of the price, relying solely on debt compensation. This situation creates the potential for legal irregularities, such as the inclusion of fictitious prices, backdated contracts, or the use of irrevocable absolute powers of attorney. Such practices can cast doubt on the validity of the AJB and open the door to abuse of authority. (Perangin, 1994)

A concrete example of this issue is evident in Bantul District Court Decision No. 12/Pdt.G/2018/PN.Btl. This case demonstrates how a judge assesses the validity of a land sale based on a debt-to-credit relationship, as well as how the principles of good faith and legal certainty are applied. This dispute demonstrates the complexity of the legal relationship between creditors, debtors, and good-faith buyers in conflict over the same land. (Rahardjo, 2006) (Hadjon, 1999) (Marzuki, 2011) (Perangin, 1994)

Based on these issues, it is important to conduct an in-depth study of the validity of the sale and purchase of land rights resulting from debt and legal protection for buyers in good faith. This study seeks to describe how contract law and contract law are applied in this context, while also examining court decisions as a reflection of the application of the principles of justice and legal certainty. Therefore, this study is expected to provide theoretical and practical contributions to the development of Indonesian civil law, particularly in defining the boundaries between contracts, agreements, and legal protection in land transactions. (Rahardjo, 2006)

2. RESEARCH METHODS

The research method used is normative legal research. The approach used in this research is carried out using the statutory approach and conceptual approach. Types and Sources of Legal Materials are primary legal materials, secondary legal materials, and tertiary legal materials.

Sources of legal materials use primary legal materials and secondary legal materials. After all legal materials are collected, they are then analyzed using Prescriptive, in this case using the method of grammatical interpretation and systematic interpretation. Grammatical interpretation is a method of interpretation or explanation that aims to know or understand the meaning of words in the law in accordance with the rules of language and the rules of grammatical law. (Mertokusumo, 1993) (Ali, 2016)

3. RESULTS AND DISCUSSION

Legal Consequences of Incomplete Norms in Regulating the Obligation to Provide Free Notary Services by Notaries to the Underprivileged in Indonesia

Decision Number 12/Pdt.G/2018/PN.Btl is one of the interesting civil cases to study because it relates to a land sale and purchase dispute that originated from a debt relationship between the parties. In this case, the judge issued a decision to reject the plaintiff's lawsuit, which indicates that according to the panel of judges, the legal act of sale and purchase that is the subject of the case has fulfilled the elements of a valid sale and purchase as regulated in civil law. (Marzuki, 2011) (Perangin, 1994)

The judge's reasoning in this case stemmed from the general principles of contract law as stipulated in Article 1320 of the Civil Code. This article stipulates that for an agreement to be valid, four conditions must be met: the consent of those who bind themselves, the capacity to enter into a contract, a specific matter, and a lawful cause. Based on the results of the trial, the judge determined that these conditions were met in the sale and purchase transaction that was the subject of the dispute. (Subekti, 2005; Marzuki, 2011) (Ochtorina & Efendi, 2015) (Marzuki, 2011)

The panel of judges concluded that the agreement between the seller and buyer demonstrated the fulfillment of the element of consensus ad idem, namely, the agreement of the wills of the parties entering into the agreement. This agreement was reinforced by a deed of sale and purchase drawn up before an authorized official, in this case a land deed official (PPAT). This deed is considered to be admissible as long as no evidence to the contrary is provided. (Ochtorina & Efendi, 2015) (Marzuki, 2011).

In addition to the element of agreement, the judge also considered the legal capacity of the parties. Based on the legal facts, there was no evidence that either party was in a condition that prevented them from entering into an agreement, such as being a minor, under guardianship, or under duress. Therefore, the element of legal capacity was deemed legally fulfilled. (Ochtorina & Efendi, 2015) (Marzuki, 2011)

The next consideration relates to the object of the agreement, namely the land being bought and sold. In civil law, the object of the agreement must be something that can be determined and permitted by law. Based on the examination, the disputed land has legal ownership and is registered with the land office, making it legally acceptable to be sold. Therefore, the judge deemed the elements of a clear and legal object to be met. (Ochtorina & Efendi, 2015) (Marzuki, 2011)

From the perspective of the cause of the agreement, the judge concluded that the land sale and purchase transaction was conducted for a lawful reason, namely the transfer of ownership rights based on a mutual agreement between the seller and buyer. There was no indication that the sale and purchase was intended to cover up an unlawful act or violate any statutory regulations. (Ochtorina & Efendi, 2015) (Marzuki, 2011)

The judge's legal considerations also refer to the principle of *pacta sunt servanda*, as contained in Article 1338 paragraph (1) of the Civil Code, which states that all agreements made legally apply as law for those who make them. Based on this, the judge considers that a sale and purchase deed that has been made legally cannot be cancelled solely on moral grounds or unilateral objections without a strong legal basis. (Ochtorina & Efendi, 2015) (Marzuki, 2011)

The judge also considered the aspect of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code. The buyer in this case had conducted the transaction in accordance with legal procedures and was unaware of any prior debt obligations between the seller and any other party. Therefore, the judge considered that the buyer acted in good faith and therefore should receive legal protection. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Marzuki, 2011) (Perangin, 1994)

In the context of agrarian law, the judge's considerations also referred to the provisions of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA). The judge emphasized that the transfer of land rights through a sale and purchase is only valid if executed with an authentic deed drawn up by a Land Deed Official (PPAT) and registered with the land office. Based on evidence at trial, all these procedures were followed, so the sale and purchase were deemed valid under agrarian law. (Santoso, 2012; Soerodjo, 2003) (Santoso, 2012) (Marzuki, 2011)

Another consideration used by the judge was the lack of evidence that the land was still being used as collateral for debt repayment or was involved in another legal dispute. Although the land had previously been used as collateral for debt, the judge deemed that there was no formal binding in the form of a Mortgage Right as stipulated in Law Number 4 of 1996. Therefore, the creditor's position could not be qualified as the holder of property rights over the land. (Marzuki, 2011) (Perangin, 1994)

In assessing the plaintiff's arguments, the judge found that the plaintiff failed to prove any elements of fraud, duress, or negligence as stipulated in Article 1321 of the Civil Code. All evidence presented was merely conjectural and did not demonstrate any defect in the will in the sale and purchase process. Therefore, there was insufficient legal basis for the judge to annul the sale and purchase agreement. (Ochtorina & Efendi, 2015) (Marzuki, 2011)

Furthermore, the judge considered that debt obligations and sales and purchases are two distinct legal relationships. Debt obligations create a personal obligation, while land sales and purchases produce absolute legal consequences. Therefore, debt repayment through a sale and purchase can only be annulled if a fictitious agreement or abuse of circumstances is proven. (Ochtorina & Efendi, 2015) (Marzuki, 2011) (Perangin, 1994)

The panel of judges also emphasized the importance of the principle of legal certainty in civil disputes, particularly those related to land ownership. Legal certainty can only be maintained if the court adheres to authentic evidence and applicable legal regulations. Revocation of a valid deed without legal justification will create uncertainty for the public and the business world. (Hadjon, 1999) (Marzuki, 2011)

In his deliberations, the judge emphasized the principle of protection for good-faith buyers, which has become an essential part of Indonesian judicial practice. A buyer who has fulfilled their legal and administrative obligations cannot be harmed by the negligence or actions of another party without their knowledge. This principle aligns with the value of substantive justice upheld by civil courts. (Hadjon, 1999) (Marzuki, 2011) (Radbruch, 2006; Tanya, 2007)

The judge also determined that if the sale and purchase agreement were cancelled, it would result in disproportionate losses for the buyer, while there was no strong legal basis to restore the plaintiff's rights. Therefore, in his ruling, the judge dismissed the lawsuit and upheld the buyer's position as the rightful owner of the land. (Ochtorina & Efendi, 2015) (Marzuki, 2011)

From a doctrinal perspective, the judge's reasoning aligns with the theory of real and obligatory contracts, where a sale and purchase agreement only creates material consequences after delivery (leveraging). Because in this case, actual delivery has taken place and is legally registered, ownership has transferred to the buyer. (Ochtorina & Efendi, 2015) (Marzuki, 2011)

The judge also used a systematic interpretation approach to the relationship between the Civil Code and the UUPA, positioning agrarian law as a special law (*lex specialis*) governing the transfer of land rights. In the judge's view, as long as the transfer is carried out in accordance with the provisions of the UUPA and the PPAT, the obligation aspect of the Civil Code is considered fulfilled. (Santoso, 2012; Soerodjo, 2003) (Santoso, 2012) (Marzuki, 2011) (Mertokusumo, 1993).

Furthermore, the panel of judges considered that substantive justice must be balanced with formal legal certainty. If the court easily annuls an authentic deed without compelling reasons, public trust in the legal system will be eroded. Therefore, the judge dismissed the lawsuit, arguing that all formal and material elements of the sale and purchase had been met. (Hadjon, 1999) (Marzuki, 2011) (Radbruch, 2006; Tanya, 2007)

Overall, the judge's reasoning in the ruling demonstrates a balance between legal certainty, justice, and expediency. This ruling confirms that land sales conducted legally, in good faith, and in accordance with legal procedures, still receive legal protection, even if there is a debt relationship behind it. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Marzuki, 2011) (Radbruch, 2006; Tanya, 2007) (Perangin, 1994)

Thus, it can be concluded that the judge's considerations in Decision Number 12/Pdt.G/2018/PN.Btl meet the legal principles of land sales, both formally and materially. This decision sets an important precedent in understanding the boundaries between personal obligations (debts) and property rights (land sales), and provides direction for legal protection for good-faith buyers in civil court practice in Indonesia. (Ali, 2015; Marzuki, 2011) (Hadjon, 1999) (Marzuki, 2011) (Perangin, 1994)

Forms of Legal Protection for Buyers of Land from Debts Who Have Acted in Good Faith

In the Indonesian civil law system, legal protection for buyers in good faith is a fundamental principle for maintaining justice and legal certainty in every civil transaction. This becomes particularly important when the object being traded, such as land, is previously involved in a debt relationship that could give rise to claims from third parties. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Radbruch, 2006; Tanya, 2007) (Perangin, 1994)

The concept of good faith in civil law is regulated in Article 1338 paragraph (3) of the Civil Code, which states that "agreements must be carried out in good faith." This principle means that the parties to an agreement are not only obliged to comply with formal provisions, but must also act honestly, fairly, and not harm other parties. In the context of buying and selling land resulting from debt, a buyer in good faith is a party who buys land without knowing or being reasonably suspected of knowing that the land is being used as collateral or the object of a dispute. (Rahardjo, 2006) (Ochtorina & Efendi, 2015) (Perangin, 1994)

Legal protection for buyers in good faith is a manifestation of the principles of justice and legal certainty. The state, through its civil and agrarian legal systems, guarantees that every citizen who has carried out legal acts in accordance with applicable legal procedures and norms will receive protection for their rights. This principle is also in line with the principle of fair legal

protection as contained in Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Radbruch, 2006; Tanya, 2007)

One form of legal protection for buyers in good faith can be found in jurisprudential doctrine. The Supreme Court, in various decisions, including Decision No. 1794 K/Pdt/2006 and Decision No. 3130 K/Pdt/2012, emphasized that buyers who make a sale and purchase legally and in good faith must have their rights protected, even if legal issues are later discovered that the buyer was not aware of at the time of the transaction. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Hadjon, 1999).

In the context of agrarian law, legal protection for buyers in good faith also stems from the land registration system, as stipulated in Government Regulation No. 24 of 1997. Land title certificates issued by the National Land Agency (BPN) serve as strong evidence of ownership. As long as the certificate is not revoked through a valid legal mechanism, the certificate holder is considered the rightful owner and is protected by the state. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Santoso, 2012) (Sutedi, 2010)

Preventive legal protection is provided through land administration mechanisms. Every land sale and purchase transaction must be conducted before a Land Deed Official (PPAT) and registered with the local land office. Through this mechanism, the state ensures transparency, legality, and legal certainty regarding the transfer of land rights, preventing third parties from easily filing claims against land that has been legally transferred. (Ali, 2015; Marzuki, 2011) (Santoso, 2012; Soerodjo, 2003)

In addition to preventive protection, there is also repressive legal protection, namely protection provided through the courts in the event of a dispute. If a buyer of land acquired through debt is sued by a party claiming to be a creditor, the judge can assess the extent to which the buyer has fulfilled the principle of good faith, both in the acquisition process and in fulfilling its administrative obligations. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Hadjon, 1999) (Marzuki, 2011) (Perangin, 1994)

In practice, judges often apply the theory of balancing interests between creditors and good-faith purchasers. Although creditors have the right to collect against debtors, this right cannot automatically nullify a legally executed transfer of land rights, especially if the land is not encumbered by a mortgage. In this case, the interests of good-faith purchasers are more deserving of protection to maintain trust in the legal system. (Santoso, 2012; Soerodjo, 2003) (Marzuki, 2011) (Perangin, 1994)

Legal protection for buyers is also related to the principle of *nemo plus juris*, which states that a person cannot transfer more rights than they already possess. However, in practice, this

principle is waived if the party receiving the rights (the buyer) has acted in good faith and obtained those rights through valid legal procedures. This means that the law prioritizes the protection of innocent parties who have fully fulfilled their legal obligations. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011)

From a civil law perspective, protection for buyers in good faith can also be seen in Article 1491 of the Civil Code, which states that the seller is obliged to guarantee peaceful possession of the goods sold. If a third party subsequently claims rights to the land, the buyer has the right to seek legal protection in the form of recognition of ownership or compensation from the seller. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011)

In the context of land law, legal protection for buyers in good faith is also provided through court decisions that confirm the legal standing of land certificates. If the buyer has legally obtained the certificate, then their rights cannot be challenged unless there is evidence of administrative defects in the registration process. This principle emphasizes that certificates are an instrument of legal certainty that has strong evidentiary power (Article 32 paragraph (2) of PP No. 24 of 1997). (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Hadjon, 1999)

In addition, a good-faith buyer can obtain protection through a declaratory judgment, in which the judge expressly establishes the buyer's position as the rightful owner. In this case, the court's role is to ensure that a legally valid and legally binding transfer of rights cannot be revoked simply because of a prior debt relationship not based on material collateral. (Hadjon, 1999) (Marzuki, 2011) (Perangin, 1994)

Legal protection can also arise in the form of a lawsuit rejection, as occurred in Decision Number 12/Pdt.G/2018/PN.Btl. In this case, the judge rejected the plaintiff's claim and confirmed that the land sale and purchase conducted by a good-faith buyer fulfilled all the elements of a valid agreement. This decision provides concrete legal protection for buyers who act in accordance with applicable laws and procedures. (Ali, 2015; Marzuki, 2011) (Ochtorina & Efendi, 2015) (Marzuki, 2011)

Theoretically, legal protection for buyers in good faith is an implementation of Satjipto Rahardjo's legal protection theory, which emphasizes that the law must protect people's rights from arbitrary actions. In this context, buyers in good faith are legal subjects who deserve protection from legal consequences arising from the mistakes of others. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011)

Normatively, legal protection for buyers in good faith is comprehensive, encompassing administrative, legal, and substantive protection. Administrative protection is provided by land agencies through the registration system. Legal protection is provided through the judiciary, while

substantive protection is provided through the principles of justice and balance of rights. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Radbruch, 2006; Tanya, 2007).

Going forward, legal protection for buyers in good faith needs to be strengthened through explicit provisions in legislation, particularly in agrarian and civil law. This is crucial to avoid multiple interpretations in judicial practice and to provide clear guidelines for judges in assessing the element of good faith. (Rahardjo, 2006) (Ali, 2015; Marzuki, 2011) (Marzuki, 2011) (Mertokusumo, 1993)

Thus, legal protection for good-faith buyers of land acquired through debt includes preventive protection through land registration, repressive protection through the judiciary, and normative protection through the application of relevant legal principles and doctrines. This protection ensures that every individual who acts in accordance with the law will receive legal certainty and justice regarding their property rights. (Ali, 2015; Marzuki, 2011) (Radbruch, 2006; Tanya, 2007) (Perangin, 1994) (Sutedi, 2010)

4. CONCLUSION

Based on the above description, it can be concluded that the judge's consideration in Decision Number 12/Pdt.G/2018/PN.Btl has fulfilled the legal principles of land sale and purchase as regulated in the Civil Code and UUPA. The judge considered that all elements of a valid agreement, namely agreement, capacity, certain object, and lawful cause, have been fulfilled in the sale and purchase transaction that is the subject of the dispute. In addition, the judge also emphasized the importance of legal protection for buyers in good faith, who have carried out their obligations according to legal provisions without knowing the existence of a previous debt relationship between the seller and the other party. Thus, this decision reflects the balance between the principles of justice, legal certainty, and benefit, and provides an important legal precedent in distinguishing between obligatory legal relationships (debts and receivables) and property legal relationships (land sale and purchase) in civil court practice in Indonesia.

Based on the above description, it can be concluded that the form of legal protection for buyers of land resulting from debt in good faith is a manifestation of the principles of justice, legal certainty, and benefit that are the basis of the Indonesian civil law system. This protection is provided both preventively, through the obligation to carry out the sale and purchase according to legal procedures, such as the preparation of a deed by a PPAT and registration of the land at the land office, and repressively, through judicial protection by the court when a dispute arises. Buyers who have acted in good faith, fulfilled legal provisions, and are not aware of any debt relationship or third party claims, must still have their ownership rights protected. This principle is in line with

the doctrine of good faith in Article 1338 paragraph (3) of the Civil Code, the principle of legal certainty in the 1945 Constitution of the Republic of Indonesia, and the jurisprudence of the Supreme Court which consistently protects innocent parties. Thus, legal protection for buyers in good faith not only guarantees individual justice, but also strengthens public trust in the legal system and land administration in Indonesia.

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