# Juridical Implications For Legal Certainty and The Protection of Parties Involved In A Land Sale and Purchase Deed Executed By A Land Deed Official (PPAT) Concerning Uncertified Land

Ulfaturrosidah[1*], Ibnu Arly[2]

[1,2]Narotama University, Surabaya City, East Java 60117, Indonesia
*Corresponding Author:
Email :ulfatur.rosyidah15@gmail.com

***Abstract***
*This study aims to analyze the juridical implications for legal certainty and the protection of parties in PPAT Sale and Purchase Deeds over uncertified land. The background of this research is the prevalent practice of land sale and purchase transactions over land that has not yet been certified, where the land is only supported by girik, petok D, Letter C, or a Land History Certificate without a certificate as strong evidence of ownership. This condition undermines legal certainty, because the PPAT cannot guarantee the material truth of ownership and the buyer cannot oppose his rights against third parties, causing risks of overlapping rights, multiple sales of the same property, document forgery, and claims from third parties. This research employs a normative juridical approach with descriptive-analytical specification through statute, conceptual, and analytical approaches. The study analyzes the Civil Code, Law Number 5 of 1960 on Basic Agrarian Regulations, Law Number 2 of 2014 on Notary Position, Government Regulation Number 24 of 1997 in conjunction with Government Regulation Number 18 of 2021 on Land Registration, and Government Regulation Number 37 of 1998 in conjunction with Government Regulation Number 24 of 2016 on PPAT Position. Data were obtained through library research on primary, secondary, and tertiary legal materials and analyzed qualitatively descriptively. The results show that the PPAT is authorized to make a Sale and Purchase Deed over uncertified land, but the deed only creates formal certainty, not material certainty. The deed only functions as a basis for applying for first-time land registration and does not automatically transfer registered rights. If the registration is rejected due to overlapping claims or incomplete ownership history, the deed loses its constitutive function and may be degraded to a private deed or annulled if it violates Article 1320 of the Civil Code. Legal protection for the parties, especially for buyers in good faith, is still weak. Preventive protection through verification, document examination, risk explanation, and protocol recording has not functioned optimally due to limited data and weak coordination between PPAT, Village Head, and Land Office, while repressive protection through lawsuits to annul the deed, unlawful act claims, and compensation claims is not fully effective because it takes a long time and does not guarantee the return of land or money. This study affirms that the validity of a deed over uncertified land is determined not merely by signing before a PPAT, but by the material truth of its object and the prudence of the PPAT at the preventive stage.*
***Keywords****: PPAT, Sale and Purchase Deed, Uncertified Land, Legal Certainty, Legal Protection.*

## I. INTRODUCTION

Land is an agrarian resource of significant economic, social, and cultural value to the people of Indonesia; consequently, any legal action involving the transfer of land rights must be carried out with great care and a high degree of legal certainty. Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) asserts that land serves a social function and forms the foundation for the people's welfare; therefore, its control, ownership, and utilization must be regulated in an orderly manner to prevent disputes. Within this framework, the sale and purchase of land is the most frequent type of legal transaction, yet it is also the most susceptible to conflict if not conducted in accordance with legal procedures. A land transaction is not merely an agreement between a seller and a buyer; it is a legal act that must satisfy the requirements for a valid agreement—as stipulated in Article 1320 of the Indonesian Civil Code (KUHPerdata)—and must be evidenced by an authentic deed drawn up by a Land Deed Official (PPAT) so that it may be registered, thereby providing legal certainty for the parties involved[1].

The situation becomes increasingly complex when the subject of a transaction is land that lacks a formal certificate. In Indonesia, many plots of land remain unregistered and lack a land title certificate—the legally recognized proof of ownership under Government Regulation Number 24 of 1997, in conjunction with Government Regulation Number 18 of 2021 concerning Land Registration. Uncertified land is typically supported only by older forms of documentation—such as

girik, petok D, Letter C, or a Surat Keterangan Tanah (Land Statement Letter)—or by evidence of long-standing, generational physical possession. These forms of proof are legally weak, as they fail to provide robust legal certainty regarding the owner, the land itself, its boundaries, its area, or its ownership history. This lack of clarity creates risks, including overlapping land rights, multiple sales of the same property, document forgery, and claims from third parties. In practice, many people in rural and suburban areas continue to conduct transactions involving uncertified land through customary arrangements or informal, private agreements—often due to limited access, high costs, or a lack of legal knowledge[2] .

Under these circumstances, the role of a Land Deed Official (PPAT) becomes both highly crucial and fraught with dilemmas. On one hand, a PPAT is authorized to draft a Sale and Purchase Deed for unregistered land, provided that ownership can be substantiated through credible evidence, the land has been verified at the Land Office, and a Certificate of Land History has been obtained from the local village or sub-district head. On the other hand, a PPAT lacks the authority to make an absolute determination regarding the material truth of ownership for unregistered land. Limited access to legal and physical data leaves a PPAT vulnerable to drafting legally flawed deeds if they fail to conduct an in-depth verification of the parties' identities, the land's status, its ownership history, its boundaries, and the absence of any disputes. If a PPAT relies solely on the statements provided by the parties without cross-verification, the resulting deed may be rendered void by operation of law and cannot serve as a valid basis for the registration of land rights[3].

The juridical implications of such a deed are closely linked to Gustav Radbruch's theory of legal certainty, which posits that the law must provide certainty, justice, and utility. In this context, legal certainty implies that a deed executed by a Land Deed Official (PPAT) must guarantee that the transfer of land rights has occurred lawfully and is enforceable against third parties. However, if the land in question is not yet certified and the deed is prepared without due diligence, this legal certainty becomes illusory. A buyer who has paid the purchase price and taken physical possession of the land may still lose their rights—for instance, if it turns out the land has already been sold to another party, is subject to a dispute, or does not actually belong to the seller. Such a situation not only results in material losses for the buyer but also creates prolonged legal uncertainty and adds to the burden of litigation in the courts[4] .

Beyond the aspect of legal certainty, the issue of legal protection for the parties involved is also of critical importance. Phillipus M. Hadjon distinguishes between preventive and repressive legal protection. Preventive protection should be realized through the actions of a Land Deed Official (PPAT)—such as verifying information, examining documents, explaining risks to the parties, and maintaining orderly records in their official protocol. Repressive protection, meanwhile, is realized through legal remedies when a dispute arises, such as lawsuits to annul a deed, claims regarding unlawful acts, or demands for compensation. In practice, preventive protection often fails to function optimally due to pressure from parties seeking a swift process, a lack of supporting data, and weak coordination among the PPAT, the village head, and the Land Office. Consequently, a buyer acting in good faith often suffers the most, as they become unable to register their rights and are forced to endure lengthy and costly litigation [5] .

Based on the preceding discussion, this research is both relevant and urgent. It goes beyond a normative examination of the authority of a Land Deed Official (PPAT) by analyzing the juridical implications of a sale and purchase deed for unregistered land—specifically concerning legal certainty and the protection of the involved parties. This research aims to establish an ideal legal framework regarding the responsibilities of a PPAT, the scope of their authority, and effective protection mechanisms for a buyer acting in good faith [6] .

## II. METHOD

This study employs a descriptive-analytical design to examine the juridical implications of PPAT sale and purchase deeds over uncertified land for legal certainty and protection of the parties. It describes the legal norms on PPAT authority, deed validity, and land registration, then analyzes deed practices based only on girik, petok D, Letter C, and Land History Statements. The analysis focuses on how the absence of a certificate affects deed certainty, validity of rights transfer, and preventive and repressive protection for sellers and good-faith buyers [7].

This study employs a normative legal approach, also known as doctrinal or library-based legal research, focusing on written law rather than its empirical implementation. It uses a statute approach to analyze UUJN, UUPA, PP No. 24 of 1997 jo. PP No. 18 of 2021 on Land Registration, and PP No. 37 of 1998 jo. PP No. 24 of 2016 on PPAT Position. It also uses a conceptual approach to examine legal certainty, PPAT authority, and legal protection, and an analytical approach to assess the juridical implications of PPAT sale and purchase deeds over uncertified land based on girik, petok D, and Letter C [8].

The research process was conducted through a literature review to obtain secondary data, comprising primary, secondary, and tertiary legal materials. Primary legal materials include the 1945 Constitution, the Civil Code, Law No. 5 of 1960 on Basic Agrarian Principles, Law No. 2 of 2014 on Notary Position, PP No. 24 of 1997 jo. PP No. 18 of 2021 on Land Registration, and PP No. 37 of 1998 jo. PP No. 24 of 2016 on PPAT Position. Secondary legal materials consist of literature on notarial and agrarian matters — specifically addressing PPAT authority over uncertified land and the evidentiary strength of girik, petok D, and Letter C. [9]. Tertiary legal materials include legal dictionaries, the Indonesian Language Dictionary (KBBI), and legal encyclopedias[10] .

Data collection was conducted through a literature review using a content analysis technique, which involved reading, recording, and examining relevant laws and regulations, books, scholarly journals, and court rulings. Data analysis employed a descriptive qualitative method—describing, explaining, and analyzing the subject matter, while connecting it to applicable laws and notarial literature—to assess the juridical implications of deeds issued by a Land Deed Official (PPAT) concerning unregistered land in relation to legal certainty [11].

## III. RESULTS AND DISCUSSION

### A. Juridical Implications for Legal Certainty of PPAT Sale and Purchase Deeds over Uncertified Land

The results of this study show that a Land Deed Official (PPAT) is authorized to make a Sale and Purchase Deed (AJB) for uncertified land based on Article 37 paragraph (1) of Government Regulation No. 24 of 1997 in conjunction with Government Regulation No. 18 of 2021 and Article 2 of Government Regulation No. 37 of 1998 in conjunction with Government Regulation No. 24 of 2016, provided that the deed is accompanied by a Land History Certificate issued by the Village Head and has undergone verification at the Land Office. However, the legal certainty generated by such deed is not absolute, but rather conditional and relative. Formally, the AJB fulfills the requirements of an authentic deed under Article 1868 of the Civil Code, because it proves that the parties appeared before the PPAT and declared the transfer of rights[12]. Materially, however, the PPAT cannot guarantee the truth of ownership, since uncertified land is not supported by a certificate as strong evidence as required under Article 19 of the Basic Agrarian Law and Article 32 of Government Regulation No. 24 of 1997[13].

In this context, the AJB over uncertified land functions only as a basis for applying for first-time land registration, and does not automatically transfer registered rights. If the registration application is rejected due to overlapping claims, disputed boundaries, or incomplete ownership history, the buyer cannot obtain legal certainty as the registered owner [12]. Furthermore, when the deed is made solely based on girik, petok D, Letter C, or a Land History Statement without cross-verification of physical and juridical data, the deed becomes vulnerable to being declared null and void if it violates Article 1320 of the Civil Code, degraded to a private deed if formal requirements are not fulfilled, or annulled by the Court if it is proven that the seller is not the rightful owner[13].

Consequently, a buyer who has paid the purchase price and has physically controlled the land still does not obtain protection against third parties, because the absence of a certificate means the principle of publicity in land registration is not fulfilled [14]. Therefore, the results show a gap between formal certainty and material certainty, where formally the deed is valid, but materially it does not guarantee certainty of ownership until the land is registered and a certificate is issued [15].

### B. Legal Protection for the Parties in PPAT Sale and Purchase Deeds over Uncertified Land

The results of this study show that legal protection for the parties in a Sale and Purchase Deed (AJB) over uncertified land is divided into preventive protection and repressive protection. Preventive protection is realized through the obligation of the PPAT to verify the identity of the parties, examine the authenticity of girik, petok D, Letter C, and the Land History Certificate, check the physical and juridical data of the land at the Land Office, ensure that the land is not in dispute, not under seizure, and not encumbered by mortgage, and explain the legal risks of uncertified land to the parties before the deed is signed. In addition, preventive protection is also realized through the obligation of the PPAT to record the deed in the protocol, report it to the Land Office, and ensure that taxes, namely Income Tax (PPh) and Land and Building Acquisition Duty (BPHTB), have been paid [16]. If this preventive stage is carried out properly, the risk of disputes can be minimized even though the land has not yet been certified.

However, the results show that in practice preventive protection often does not function optimally. This is caused by the limited data available at the Village and Land Office, the pressure from the parties who demand a fast process, and the weak coordination between the PPAT, the Village Head, and the Land Office in verifying ownership history. In such conditions, the seller is still protected because he has received payment and has been released from his obligations after the deed is signed, while the buyer in good faith is in the most vulnerable position [14]. The buyer cannot register his rights immediately, cannot use the land as collateral, and cannot oppose his rights against third parties because his name is not yet recorded as the holder of registered rights. If it later turns out that the land has been sold twice, is disputed, or does not belong to the seller, the buyer will suffer material loss even though he has acted in good faith.

When a dispute arises, legal protection shifts to repressive protection through legal remedies. The results show that the injured party, particularly the buyer, may file a lawsuit to annul the deed, a lawsuit based on unlawful act under Article 1365 of the Civil Code, or a claim for compensation and restitution of the purchase price from the seller. In addition, the buyer may also report the PPAT to the Honorary Council if it is proven that the PPAT was negligent in verifying the deed, and the PPAT may be held administratively, civilly, and ethically liable. Nevertheless, repressive protection is considered not fully effective because the litigation process takes a long time, costs a lot, and does not guarantee the return of the land or money to the buyer. Therefore, the results conclude that legal protection for the parties, especially for buyers in good faith, is still weak and highly dependent on the prudence of the PPAT at the preventive stage [17].

## IV. DISCUSSION

### A. Juridical Implications for Legal Certainty of PPAT Sale and Purchase Deeds over Uncertified Land

The authority of PPAT to make AJB over uncertified land cannot be understood merely as formal authority, but must be assessed from the perspective of legal certainty. Formally, the deed fulfills the requirements of an authentic deed because it is made by and before an authorized public official, and the parties appear and declare the transfer of rights before him. However, this formal validity does not

automatically create material certainty. The PPAT only certifies the truth of the parties' statements and the procedure of making the deed, not the truth of ownership itself. This distinction is crucial, because uncertified land is not supported by a certificate as strong evidence, so the PPAT cannot guarantee that the seller is the true owner of the land.

The position of AJB as merely a basis for first-time registration confirms that in the Indonesian land registration system, legal certainty is only achieved after a certificate is issued. As long as the land has not been registered, the transfer of rights has not occurred juridically, but only obligatory between seller and buyer. If the registration application is rejected due to overlapping claims, disputed boundaries, or incomplete ownership history, the AJB loses its constitutive function. This condition is exacerbated when the deed is based solely on girik, petok D, Letter C, or a Land History Statement without cross-verification of physical and juridical data. Those documents are only old written evidence that must still be proven, not evidence of ownership. Thus, the deed that should be a guarantee of certainty actually becomes a source of uncertainty itself if the PPAT does not apply the principle of prudence in verifying the origin of the land.

Consequently, the gap between formal certainty and material certainty places the buyer in good faith in the weakest position. Although the buyer has paid the purchase price and has physically controlled the land, he cannot oppose his rights against third parties because the principle of publicity is not fulfilled. Legal certainty must provide predictability, so that everyone can predict the legal consequences of his actions. In uncertified land transactions, this predictability is lost, because a third party can still claim the land even though an AJB has been made. Therefore, the discussion concludes that the juridical implication of AJB over uncertified land is not the creation of absolute certainty, but only conditional and relative certainty that depends on the success of subsequent registration and the prudence of PPAT at the preventive stage.

## B. Legal Legal Protection for the Parties in PPAT Sale and Purchase Deeds over Uncertified Land

Legal protection for the parties in a Sale and Purchase Deed over uncertified land is divided into preventive protection and repressive protection. Preventive protection aims to prevent disputes from the beginning, before the deed is signed. The most important form of preventive protection is the obligation of the PPAT to verify the identity of the parties, examine the authenticity of girik, petok D, Letter C, and the Land History Certificate, check the physical and juridical data of the land at the Land Office, and ensure that the land is not in dispute, not under seizure, and not encumbered by mortgage. Before the deed is signed, the PPAT is also obliged to explain to the parties the legal risks of uncertified land, so that the parties understand that the AJB does not yet provide certainty as registered owners. In addition, preventive protection is also realized through the obligation of the PPAT to record the deed in the protocol, report it to the Land Office, and ensure that taxes, namely Income Tax and Land and Building Acquisition Duty, have been paid. If this preventive stage is carried out properly, the risk of disputes can be minimized even though the land has not yet been certified.

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guarantee the return of the land or money to the buyer. Therefore, the discussion concludes that legal protection for the parties, especially for buyers in good faith, is still weak and highly dependent on the prudence of the PPAT at the preventive stage.

Based on the results and discussion above, it can be concluded that the juridical implication of a PPAT Sale and Purchase Deed over uncertified land is that it only creates formal certainty, not material certainty. Formally, the deed is valid as an authentic deed because it is made by and before an authorized PPAT, but materially it does not guarantee the truth of ownership because uncertified land is not supported by a certificate as strong evidence. The deed only functions as a basis for applying for first-time land registration and does not automatically transfer registered rights. Therefore, legal certainty for the buyer remains conditional and relative until the land is registered and a certificate is issued.Furthermore, legal protection for the parties, especially for buyers in good faith, is still weak. Preventive protection through verification, document examination, risk explanation, protocol recording, and tax payment has not functioned optimally due to limited data, pressure for a fast process, and weak coordination between PPAT, Village Head, and Land Office. Meanwhile, repressive protection through lawsuits to annul the deed, unlawful act claims, compensation claims, and reports against PPAT is not fully effective because it takes a long time, costs a lot, and does not guarantee the return of land or money. Therefore, the protection of buyers in good faith is highly dependent on the prudence of PPAT at the preventive stage.

## V. CLOSING

Based on the results and discussion above, it can be concluded that the juridical implication of a PPAT Sale and Purchase Deed over uncertified land is that it only creates formal certainty, not material certainty. Formally, the deed is valid as an authentic deed because it is made by and before an authorized PPAT, but materially it does not guarantee the truth of ownership because uncertified land is not supported by a certificate as strong evidence. The deed only functions as a basis for applying for first-time land registration and does not automatically transfer registered rights. Therefore, legal certainty for the buyer remains conditional and relative until the land is registered and a certificate is issued.Furthermore, legal protection for the parties, especially for buyers in good faith, is still weak. Preventive protection through verification, document examination, risk explanation, protocol recording, and tax payment has not functioned optimally due to limited data, pressure for a fast process, and weak coordination between PPAT, Village Head, and Land Office. Meanwhile, repressive protection through lawsuits to annul the deed, unlawful act claims, compensation claims, and reports against PPAT is not fully effective because it takes a long time, costs a lot, and does not guarantee the return of land or money. Therefore, the protection of buyers in good faith is highly dependent on the prudence of PPAT at the preventive stage.

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