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## **Legal Protection for Good Faith Purchasers in the Sale and Purchase of Certified Land Unlawfully Transferred by Third Parties**

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### **Abstract**

Legal protection for good faith purchasers is guaranteed under legal norms. In the Circular Letter of the Supreme Court (SEMA) No. 4 of 2016 concerning the Implementation of the Formulation of the Results of the 2016 Supreme Court Plenary Meeting, purchasers acting in good faith in land sale and purchase transactions must be protected if they subsequently encounter legal disputes concerning the land. Furthermore, Article 1338 of the Indonesian Civil Code (KUHPperdata) stipulates that

agreements must be executed in good faith. One case that occurred in Bireuen Regency involved Mawardi, a good faith purchaser in a land sale and purchase transaction in which the land was transferred by a third party, resulting in financial losses. This study aims to identify and analyze the significance of legal protection for good faith purchasers in land sale and purchase transactions involving transfers conducted by third parties who are not the lawful holders of land rights.

**Keywords:** Legal Protection, Good Faith Purchasers, Certified Land, Unlawfully Transferred

### **Introduction**

Before carrying out the land transfer process, the Land Deed Official (PPAT) or Temporary Land Deed Official (PPATS) is required to verify the land certificate at the National Land Agency (BPN) for certified land. What if the land is not yet certified? What should a PPAT/PPATS do when transferring rights? This can certainly raise doubts among officials, as the person appearing before them may not provide complete information regarding the land to be legally transferred.

Good faith is of two types: a subjective element and an objective measure for assessing implementation. In property law, the subjective element refers to the "honesty" or "cleanliness" of the person making the agreement. However, Article 1338 (3) of KUHPperdata does not refer to this subjective element; rather, the implementation of the agreement must be carried out in accordance with norms of propriety and morality. Therefore, good faith here is an objective measure for assessing the implementation of the agreement.

Based on the SEMA No. 4 of 2016 as a Guideline for the Implementation of Duties for the Court, in the Formulation of the Civil Chamber Law, the fourth point determines the definition of a buyer in good faith as stated in the civil agreement dated 9 October 2014 in letter (a) which is refined as the criteria for a buyer in good faith who needs to be protected based on Article 1338 (3) of KUHPperdata, namely, conducting the sale and purchase of the land object through legal procedures and documents as stipulated in laws and regulations, namely:

1. Land purchases conducted through a public auction;
2. Land purchases before a Land Deed Official (PPAT), as stipulated in Government Regulation (PP) No. 24 of 1997; or;
3. Purchases of unregistered land (not yet certified), such as customary land, carried out in accordance with customary law, namely:
  - i. Conducted openly and in cash (in the presence of or with the knowledge of the local Village Head).
  - ii. The land being sold truly belongs to the seller. This is determined through a process of research into the status of the land being sold, which concludes that the land truly belongs to the seller.
  - iii. The land is being sold at a fair or reasonable price, in accordance with local prices.
4. The sale is conducted with utmost care and thoroughness regarding the land being sold, including:
  - i. The seller is the person entitled to/holds the rights to the land being sold, whose proof of ownership corresponds to the

- land being sold, and the land is not in dispute or confiscated; or;
- ii. The land being sold is not secured by a debt/mortgage; or;
  - iii. For certified land, a statement has been obtained from the National Land Agency (BPN), where the land has a clear legal relationship between the land and the rights holder or certificate holder.

The problem arose with the holder of Land Ownership Certificate (SHM) No. 107, issued by the Bireuen Regency Land Agency (BPN) on August 25, 2006, registered in the name of Haji Zulkifli, M.A., who purchased the land from his brother-in-law and continuously held it under Deed of Sale and Purchase (AJB) No. 594.4/104/10/2005, drawn up before the PPATS/Camat (Sub-district Head) of Peusangan District, Bireuen Regency. Then, without his knowledge, the land was transferred to a third party.

The third party in this case is someone outside the context, meaning they are not the holder of Land Ownership Certificate No. 107, nor are they the purchasers of the land. So, how could a third party transfer land that has been certified No. 107? The third party transferred the land through a Customary Land Ownership Certificate (SHM).

The third party, also one of the heirs acting as the seller in Deed of Sale and Purchase No. 594.4/104/10/2005, made this admission because, at the time of the sale and purchase of the land, he did not receive payment from Zulkifli. However, according to Zulkifli's statement, the money was not given directly to the seller because Zulkifli used the money to pay for the Hajj pilgrimage to his deceased father-in-law, as agreed between Zulkifli and his mother-in-law, who was also one of the heirs in the Deed of Sale and Purchase.

The lack of thoroughness and caution on the part of the authorized officials at the time contributed to this problem. Apart from the third party's desire to profit from the sale of the land to another party, it is also possible that at that time, the land inspection system (Cek Plot) to determine whether a land was certified or not, at the Bireuen Regency National Land Agency (BPN) office, or they deliberately failed to do so.

The land sale and purchase case between Muhammad Rijal and Muhammad Rizal (the buyers) involved land with a certificate number 1, which had been transferred several times without the land being transferred to the Land Office. The case, which occurred in Pante Sukon Village, Jangka District, is a complex one. The root of the problem arose when the late Abd Rahman first registered the land certificate in 1987 for bank financing purposes.

The land did not actually belong to Abd Rahman, but rather to his parents, whose name was registered on the certificate under number 1. This was for the purpose of applying for a bank loan for business capital. After Abd Rahman's parents died, the land was transferred to his heirs. Abd Rahman had no rights to the land, having inherited it elsewhere.

In 2018, Mariana, the younger sister of Abd Rahman, the owner of land registered under Abd Rahman, sold the land, which had been certified as land title No. 1 and inherited from her parents, to Muhammad Rijal based on a customary land ownership deed (AJB). Abd Rahman also signed the deed as a witness, but he failed to inform Mariana and Muhammad Rijal, the purchaser, that the land had been certified, as the certificate served as collateral for the bank loan disbursement.

In 2024, Muhammad Rijal sold the land to Muhammad Rizal, unaware that the land had a certificate, and the seller was also unaware that the land he had purchased from Mariana in 2018 had a certificate. The AJB process stalled when the Land and Building Tax (PBB) and Land and Building Acquisition Fee (BPHTB) were processed at the Regional Financial Management Agency (BPKD) office, where the land was detected as certified.

The land purchased by Muhammad Rizal from Muhammad Rijal lacks legal certainty. Although he purchased the land, he does not legally own it. It could be transferred at any time by the previous owner, as he still holds the land certificate. Therefore, legal protection is mandatory for Muhammad Rijal, as the land purchaser in 2018 and the land seller in 2024. He received all the costs for the sale from Muhammad Rizal. Following the incident, Muhammad Rizal demanded that Muhammad Rijal complete all administrative stages, from transferring the title to his heirs to transferring the title to him. If this was not done, he demanded a refund.

Based on the above issues, the legal action taken by the third party constitutes an unlawful act, resulting in the land purchaser suffering a loss. The financial loss to the land purchaser is the loss of the costs incurred because the purchase was made without following complete procedures. It also creates legal uncertainty regarding the land he purchased, resulting in disruption and social conflict. Based on the facts described above, this creates a discrepancy in practice in the field with what should apply according to the law, the action of a third party transferring certified land that does not belong to him is contrary to Article 1320 of KUHPerdata, which is something that is halal, and is contrary to Article 1338 of KUHPerdata, which states that an agreement must be executed in good faith.

The losses experienced by the buyer must be legally protected considering the large costs incurred by him in purchasing the land., so from the above problem it is important for all parties to act in good faith in all legal processes, from the parties concerned with the land, Village officials to authorized officials in the context of land transfers, so from this problem it is interesting to carry out a research with the title "Legal Protection for Good Faith Purchasers in the Sale and Purchase of Certified Land Unlawfully Transferred by Third Parties".

## Research Methods

The legal research method is a systematic way to examine a particular form of research.<sup>1</sup> This research employed empirical juridical methods. Empirical juridical methods also utilize literature to examine concepts that will address existing problems in the field.

This research employs a legislative approach, a legal approach that addresses applicable regulations, using a conceptual and regulatory approach.<sup>2</sup> Through research, laws and regulations relevant to the problem being studied are examined. A legislative approach can provide an opportunity to identify consistency with the law.

Data is the information required to conduct the study, obtained from a number of sources, including primary and

<sup>1</sup> Abdul Kadir Muhammad, *Hukum dan Penelitian Hukum*, Bandung: PT. Citra Aditya Bakri, 2004, hlm. 57.

<sup>2</sup> Peter Mahmud Marzuki, *Penelitian Hukum*, Jakarta: Kencana Prenada Media Group, 2008, hlm 93.

secondary data.<sup>3</sup> Primary data is the primary data obtained directly in the field through direct interview with relevant parties to obtain information on legal protection for purchasers in good faith of certified land transferred by third parties. Secondary data is data supplemented and derived from various legal materials relevant to this research.

The respondents in this study were land buyers, the Head of Matang Sagoe Village, Peusangan District, Bireuen Regency, and the Head of Pante Sukon Village, Jangka District, Bireuen Regency. The informants were Land Deed Officials (PPAT) in Bireuen Regency.

Finally, data analysis, where the data obtained through interviews are processed descriptively, qualitatively to answer the problems in the research, the data that has been obtained is selected, clarified and arranged according to the discussion group with a comparison of the theory and arrangement of the problem study and conclusions are drawn based on deductive inductive generalizations.

## Result and Discussion

### Protection of Buyers in Good Faith in Buying and Selling Certified Land Transferred by Third Parties

#### 1. Precautionary Principle

As is well known, In understanding the value of legal certainty, it is important to recognize that this principle is closely associated with positive law and the role of the state in implementing and enforcing such laws. Legal certainty is essential in realizing the principle of equality before the law without discrimination.<sup>4</sup> The term "certainty" itself is closely linked to the concept of truth, indicating that legal certainty must be interpreted objectively through formal legal mechanisms. Accordingly, legal certainty provides assurance that individuals may regulate their conduct in accordance with prevailing legal norms and provisions. Without legal certainty, individuals would lack clear standards and guidelines in determining lawful behavior.<sup>5</sup>

The precautionary principle can be defined as a foundation of truth that forms the basis for careful thinking and acting. Globally, the precautionary principle is known as the prudential principle or precautionary principle. The precautionary principle is a development of the principle of prudence. Black's Law Dictionary defines "prudence" as follows: "Carefulness, precaution, attention, and objective judgment as embodied in action or care.

This level of care requires urgency or a state requiring considerable training. In legal terms, this condition is associated with care and diligence, as opposed to recklessness." In modern English, prudence is a sense of caution and careful consideration of one's own interests. This was expressed by Alasdair McIntyre, who stated, "Virtue expressed in actions such that the devotion of that virtue to others is an example for others to follow."

Adam Smith also defined prudence in his Theory of Moral Virtue, which defines it as "Loosely translated, it means: 'a very cautious, very watchful, and attentive attitude to the most remote consequences of every action, not to be

pleasant or agreeable for its own sake, but to the responsibility of the tendency to obtain the greatest good and to avoid the greatest evil."

The theory of prudence introduced by Adam Smith explains prudence as a mental attitude characterized by carefulness, vigilance, and thoughtful consideration of the long-term consequences of every action. Through prudence, individuals seek to attain the greatest benefit while avoiding potential harm. This virtue is closely related not only to the responsibility of protecting one's own interests and well-being, but also to considering the possible effects of one's actions on others.

According to Adam Smith, individuals who possess prudence consistently exercise caution in managing their personal interests and lives. Their considerations are not limited to immediate advantages, but also extend to future consequences that may arise from their decisions and actions.

In a broader sense, the principle of prudence may be understood as a fundamental guideline that underlies careful judgment and responsible action. Under this principle, an action should only be carried out when supported by adequate evidence and proper consideration; conversely, actions lacking sufficient basis should be avoided.

Essentially, the principle of prudence functions as a preventive measure aimed at anticipating and minimizing uncertain risks that may arise from human activities. In the context of the duties and authority of PPAT, the principle of prudence requires PPAT officials to perform their functions carefully and responsibly in order to protect the interests of the public they serve. The consistent application of this principle is expected to maintain public confidence in PPAT institutions and encourage the public to continue utilizing PPAT services without hesitation. Therefore, the implementation of the prudential principle is intended to ensure that PPAT officials always act in accordance with applicable legal procedures and professional standards.

#### 2. Protection for land buyers in good faith in Matang Sagoe Village, Peusangan District

In a legal context, protection means providing protection and safeguarding for a person's rights and interests to prevent them from being harmed or experiencing injustice. Therefore, legal protection is an action or effort to protect the rights of individuals considered vulnerable through legal means and institutions.<sup>6</sup>

According to J.C.T. Simorangkir, as quoted by CST. Kansil, law is defined as "compulsory regulations that determine human behavior in society, established by authorized official bodies. Violations of these regulations result in action, namely certain penalties."<sup>7</sup> Meanwhile, according to Sudikno Mertokusumo, law is a collection of general and normative rules or regulations. Law is general because it applies to everyone, and normative because it determines what should be done, what should not be done, and how to comply with these rules.<sup>8</sup>

<sup>3</sup> Soerjono Sukanto dan Sri Maudji, *Penelitian Hukum Normative Suatu Tinjauan Singkat*, Jakarta: Rajawali Pers, 2013, hlm. 45.

<sup>4</sup> Siti Halilah dan Mhd Fakhurrahman Arif, *Asas Kepastian Hukum Menurut Para Ahli*, Siyasa, No. 2, 2021.

<sup>5</sup> Sudikno Mertokusumo, *Metode Penemuan Hukum*, Yogyakarta: UI Press, 2006, hlm 28.

<sup>6</sup> Philipus M. Hadjon, *Pengantar Hukum Administrasi Indonesia*, Yogyakarta: UGM Press, 2024, hlm. 23.

<sup>7</sup> C.S.T., Kansil, *Pengantar Ilmu Hukum Dan Tata Hukum Indonesia*, Cet Ke-8, Balai Pustaka, 2015. hlm. 38.

<sup>8</sup> Sudikno Martokusumo, *Mengenal Hukum Satu Pengantar*, Yogyakarta: Liberty, 2005, hlm. 4.

In contract law, several fundamental principles are commonly recognized, including the principle of consensualism, the principle of freedom of contract, and the principle of *pacta sunt servanda*. However, there is another principle that often receives less attention despite its significant role in ensuring legal protection for the parties to an agreement, namely the principle of good faith. This principle serves as an essential foundation in the implementation and performance of contractual obligations. With regard to the concept of a good-faith purchaser as regulated in SEMA No. 4 of 2016, the criteria for a purchaser acting in good faith who deserves legal protection under Article 1338 of KUHPerdata include conducting the land transaction in accordance with the procedures and legal requirements prescribed by law. Such criteria include:

- Land purchases are conducted openly in public or through a public auction or;
- Land purchases are conducted before an authorized official, in this case a Land Deed Official (PPAT) (because Government Regulation No. 24 of 1997 requires that it be conducted before a PPAT). A PPAT is a public official authorized to draw up authentic deeds regarding certain legal acts concerning land rights. By conducting a land sale and purchase transaction before a PPAT, the land buyer can be deemed to have acted in good faith in carrying out the sale and purchase. When a PPAT draws up a deed relating to the sale and purchase of land, the PPAT must have conducted a thorough examination of the object of the sale and purchase as an implementation of the principle of prudence. The PPAT examines, among other things, the physical and legal data of the land being traded. This is important for the PPAT to avoid future disputes and also for the purposes of the land registration process. Furthermore, the PPAT deed is sufficient to prove that a legal act in the form of a sale and purchase has been carried out on the land.<sup>9</sup>
- Purchase of unregistered customary land carried out according to customary law, for example:
  1. The land sale and purchase is conducted in cash and transparently (meaning, conducted in the presence of/with the knowledge of the local Village Head);
  2. The status of the land subject to the sale and purchase must be thoroughly investigated, so that based on this investigation, it can be concluded that the land subject to the sale and purchase is owned by the seller;
  3. The land purchase price is set at a fair or reasonable price, in accordance with the surrounding market price;
  4. The land is conducted with great care by examining data related to the land being agreed upon or sold. The principle of duty of care in land sales can be measured by honesty, the absence of deception, and the absence of profiteering to the detriment of others, so that the land buyer feels safe and comfortable in acquiring and using the land they have purchased.
  5. The seller truly holds the rights to the land or is authorized to sell it. This must be proven by documents or proof of ownership, or;

<sup>9</sup> Wirantia, W., Darmawan, D. & Suhaimi, S., PPAT'S Legal Responsibility for the Creation of Empty Deed. *Syiah Kuala Law Journal*, 2020; 4(3):351-368. Doi: 10.24815/sklj.v4i3.19087

6. The land being traded is not truly in confiscation status, or;
7. The land being traded is not collateral for a debt imposed on the land as collateral for a mortgage, or;
8. If the land being traded has been registered or has a certificate, the legal relationship between the owner or certificate holder and the land being traded is clear.<sup>10</sup>

Based on SEMA No. 4 of 2016, several criteria are determined for buyers in good faith who need protection. If not protected, buyers who have gone through all procedures will suffer losses. In other cases, buyers in good faith also receive legal protection, such as in the case of embezzlement committed by a company employee who sold company property. The Banda Aceh High Court (PT) in its legal reasoning (PT Banda Aceh Decision No. 318/PID/2024/PT. BNA) stated, among other things, that the goods were purchased by the buyer openly and in cash in a public place (not a closed or hidden place) and the price was in accordance with prevailing market prices. Meanwhile, the seller was also the person entitled to the purchase, according to the owner's name. Therefore, the judge concluded that the buyer was in good faith and therefore needed protection.<sup>11</sup>

In relation to the issue of land sale and purchase based on AJB Number 594.4/302/5/2018 between H. Fauzil Basri (Third Party) and Mawardi (buyer), seen from the location of the land, the land transferred by the third party is part of the land belonging to Zulkifli. which has been registered in the Ownership Certificate (SHM) Number 107, where the certificate was registered for the first time in 2006 at the Bireuen BPN based on AJB Number 594.4/104/10/2005 as the basis for land registration, from the unlawful acts committed by the third party, the buyer suffered financial losses and the land he had purchased did not have concrete legal certainty for his control.

Article 32 (2) of PP No.24 of 1997 explains that "In the event that a certificate has been legally issued for a plot of land in the name of a person or legal entity who obtained the land in good faith and actually controls it, then other parties who feel they have rights to the land can no longer demand the implementation of these rights if within 5 (five) years from the issuance of the certificate they do not submit a written objection to the certificate holder and the Head of the Land Office concerned or do not file a lawsuit with the Court regarding control of the land or the issuance of the certificate." Based on the explanation of the article above, third parties do not have the authority to transfer land that does not belong to them.

In an interview conducted on February 9, 2026, Mawardi purchased the land through a AJB as customary land ownership from a third party. He purchased the land without going through the proper procedures, including a plot inspection at the Bireuen BPN. The third party acknowledged that the land he purchased was uncertified. Therefore, the buyer did not conduct a plot inspection. In

<sup>10</sup> <<https://jdih.mahkamahagung.go.id/index.php/legal-product/sema-nomor-4-tahun-2016/detail>> [diakses pada tanggal 06/02/2026]

<sup>11</sup> Suhaimi, *et al.*, Application of the Principle of a Good Faith Purchaser in the Crime of Motor Vehicle Embezzlement, *International Journal of Advanced Multidisciplinary Research and Studies*, 2025; 5(5):1032-1037.

good faith, he immediately entered into a sale and purchase agreement with the third party.

According to his statement, the land has been litigated at the village level and has been referred to the Bireuen District Court. In an interview with the Village Head of Matang Sagoe, the case has been brought to the village level, and it was decided that the land belongs to Zulkifli based on the documents presented to the council meeting regarding the case. At the meeting, Mawardi was required to move the kiosk he had purchased from H. Fauzil Basri to the adjacent kiosk as compensation. However, H. Fauzil Basri's heirs did not comply with the village-level legal decision.

Thus, in the case of Matang Sagoe Village, Mawardi as the buyer of a portion of the land registered in the Land Ownership Certificate No. 107, can prove that he has conducted the transaction transparently, in cash and in good faith. In the sale and purchase he conducted based on AJB No. 594.4 / 304 / 5/2018, it became the foundation for becoming the legal basis for obtaining legal protection for him, because article 1 in the sale and purchase deed stated "The first party guarantees that the object of the sale and purchase above is not involved in a dispute, is free from encumbrances, is not bound as collateral for any debt that is not recorded in the certificate, and is free from other burdens in any form".

After the order from the results of this meeting was not implemented, then, Zulkifli brought this dispute case to the Court to get true justice. In the land dispute case between Zulkifli against the heirs of H Fauzil Basri with case number 4 / Pdt.G / 2024 / PN Bir, the court decision stated that the land transferred by H Fauzil Basri to Mawardi was Zulkifli's land, this sale and purchase procedure was legally flawed because it was transferred by an unauthorized party. Based on decision number 4 / Pdt.G / 2024 / PN Bir, Zulkifli as the plaintiff is required to fence his yard, if Zulkifli wants to build a building on the land, then the splash / water drain must not be in the yard of the heirs of H Fauzil Basri.

Fauzil Basri's heirs are required to compensate Mawardi for a kiosk located next to Zulkifli's land.

Article 1338 (3) of KUHPperdata states that an agreement must be executed in good faith. If the agreement is not executed in good faith, the consequences will violate propriety and the law. An agreement must meet the requirements for validity as stipulated in Article 1320 of KUHPperdata:

- a) The consent of those who bind themselves;
- b) The capacity to enter into an agreement;
- c) A specific matter; and
- d) A lawful cause.

Every agreement must satisfy the requirements stipulated in Article 1320 of KUHPperdata. After these essential elements are fulfilled, the agreement must also adhere to Article 1338 of KUHPperdata, which requires that contracts be executed in good faith. In this case, the conduct of the third party constituted an unlawful act that caused losses to both the purchaser and the holder of the land certificate. The transfer of certified land rights through the sale and purchase process was undertaken by the buyer in good faith. Such good faith is reflected not only in the absence of knowledge regarding defects in the transaction, but also in the buyer's diligence in examining both the physical condition and legal status of the land involved in the transaction.

First, legal protection for a buyer acting in good faith in a dispute concerning the sale and purchase of certified land

rights has been afforded to Mawardi as the purchaser. The buyer had complied with the legal requirements of a valid land transaction, including the principles of being clear and paid in full, as well as the fulfillment of material requirements. Second, the third party did not possess a valid legal basis or sufficient evidence of ownership to transfer the land object to the purchaser. Third, pursuant to SEMA No.4 of 2016, the good-faith buyer was entitled to compensation from the third party in the form of one parcel of land together with a building standing on it, covering an area of 40 square meters, corresponding to the land area specified in AJB No.594.4/304/5/2018, executed before Amiruddin, BA, acting as PPATS of Peusangan District, Bireuen Regency.

### Conclusion

Legal protection is crucial for parties engaging in legal actions, ensuring certainty regarding their legal standing. Following the issuance of SEMA No.4 of 2016, in practice, all decisions issued after the issuance of SEMA No.4 of 2016 have established that transferring non-owned land is unlawful. Using the Circular Letter as a basis for determining the criteria for a buyer in good faith, Mawardi has been granted legal protection, including compensation for a kiosk by the heirs of H. Fauzil Basri. The sale and purchase process, which was flawed due to legal procedures, constitutes legal protection.

Mawardi, as a land purchaser in Matang Sagoe Village, has not yet received legal certainty regarding the land he purchased from a third party. He cannot register the land certificate through the Complete Systematic Land Registration (PTSL) program in Bireuen Regency, organized by the BPN, because one of Hj. Rohana (Zulkifli's sister-in-law) who is one of the parties who signed the AJB which was sold to Zulkifli in 2005 with Number 594.4/104/10/2005, one of Hj. Rohana's children, considers that in the land that has been certified number 107 belonging to Zulkifli, there is a portion of her mother's land (Hj. Rohana), while Hj. Rohana has sold it to Zulkifli based on the AJB mentioned above. Therefore, Mawardi has received legal protection, however, he has not received legal certainty regarding the land he purchased.

### Suggestions and Recommendations

Land buyers contemplating a sale and purchase are advised to thoroughly review the documents, both with the seller and with the BPN disputes, whether transferred by an unauthorized party, can result in both material and immaterial losses. Authorities must also provide comprehensive services to the public, allowing them to access BPN data, which must be confidential and handled with care.

Law enforcement agencies under the auspices of the Supreme Court are recommended to provide full legal protection to land buyers in good faith in the event of a land dispute, ensuring that the issue is not resurfaced in the future between plaintiffs, defendants, and co-defendants. This ensures that buyers in good faith also obtain legal certainty regarding the land they have purchased.

PPAT are encouraged to actively develop their competencies independently through continuous learning, utilizing available resources, and participating in professional forums. In addition, increasing independence and professional integrity in carrying out duties is also

important, while still paying attention to the balance between formal law and positive local values, the application of the principle of caution is the basic foundation for PPAT/PPATS in making deeds between the parties and this is part of the implementation of PPAT/PPATS duties. It is recommended that the public and service users increase legal awareness regarding the importance of valid land deeds and correct procedures, and avoid practices that can lead to disputes. Collaboration with PPATS in providing honest and complete data is also necessary to ensure the validity of the deeds made.

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