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Unlawful Acts in Sales and Purchase Agreements and the Protection of Good-Faith Buyers

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Original Article

Abstract

Sales and Purchase Agreements (Perjanjian Pengikatan Jual Beli—PPJBs) frequently give rise to disputes when legal defects arise in the transfer of land rights, particularly where such defects prejudice buyers acting in good faith. The tension between legal certainty of land ownership and the protection of good-faith parties remains a legal problem that has yet to be fully resolved in judicial practice. This study examines the application of the doctrine of unlawful acts in PPJBs and evaluates the form and effectiveness of legal protection afforded to landowners and good-faith buyers. Employing a normative legal research method, the study adopts statutory, conceptual, and case-based approaches, with particular attention to judicial decisions concerning PPJB disputes. The findings demonstrate that unlawful acts in PPJBs predominantly originate from the bad faith of one of the contracting parties or third parties. At the same time, courts tend to provide proportional protection to good-faith buyers without disregarding the rights of the lawful owner. The study concludes that effective legal protection in PPJB disputes can only be achieved through a balanced application of the principles of good faith and legal certainty within the agrarian law framework.

Keywords: *Unlawful Acts, Sales and Purchase Agreements, Legal Protection, Good Faith.*

Abstrak

Perjanjian Pengikatan Jual Beli (PPJB) kerap menimbulkan sengketa ketika terjadi cacat hukum dalam pengalihan hak atas tanah, terutama yang merugikan pembeli beritikad baik. Ketegangan antara kepastian hukum kepemilikan dan perlindungan terhadap pihak beritikad baik menjadi persoalan hukum yang belum sepenuhnya terjawab dalam praktik peradilan. Penelitian ini bertujuan menganalisis penerapan konsep perbuatan melawan hukum dalam PPJB serta menilai bentuk dan efektivitas perlindungan hukum bagi pemilik tanah dan pembeli beritikad baik. Penelitian ini menggunakan metode hukum normatif dengan pendekatan perundang-undangan, konseptual, dan studi kasus, khususnya terhadap putusan pengadilan terkait sengketa PPJB. Hasil penelitian menunjukkan bahwa perbuatan melawan hukum dalam PPJB umumnya bersumber dari itikad buruk pihak tertentu atau pihak ketiga, sementara pengadilan cenderung memberikan perlindungan proporsional kepada pembeli beritikad baik tanpa mengesampingkan hak pemilik sah. Penelitian ini menyimpulkan bahwa perlindungan hukum yang baik dalam sengketa PPJB hanya dapat tercapai jika asas itikad baik dan kepastian hukum agrarian seimbang.

Kata kunci: *Melawan Hukum, Perjanjian, Jual Beli, Perlindungan Hukum, Itikad Baik.*

1. INTRODUCTION

One category of legal relationships characterized by a high degree of complexity and legal risk involves contracts and agreements relating to immovable property, particularly land and buildings. Land possesses not only substantial economic value but also profound social, cultural, and legal significance. Consequently, every land transaction demands legal certainty and adequate protection for all parties involved.

In Indonesian practice, transactions involving the sale and purchase of land and buildings frequently employ a Sales and Purchase Agreement (Perjanjian Pengikatan Jual Beli—PPJB) as a preliminary legal instrument prior to the formal transfer of rights through a Deed of Sale and Purchase (Akta Jual Beli—AJB) executed before a Land Deed Official (Pejabat Pembuat Akta Tanah—PPAT). A PPJB is typically used under specific circumstances, such as when land certificates are still being processed, payments are made in installments, or certain administrative requirements have yet to be fulfilled. Although a PPJB does not itself effectuate the transfer of land rights, it serves a strategic legal function by binding the parties and forming the basis for subsequent transfers of ownership.

Nevertheless, the use of PPJBs does not always conform to the principles of civil law and legal certainty. A significant number of civil disputes arise from the unlawful implementation of PPJBs, often attributable to unequal bargaining positions, inadequate understanding of their legal consequences, or bad faith conduct resulting in default or unlawful acts. This situation demonstrates that, although a PPJB is legally valid insofar as it satisfies the requirements of Article 1320 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata), it carries a substantial risk of legal conflict if not drafted and implemented in an accountable and transparent manner.

The prevalence of PPJB-related disputes is further reflected in the large volume of civil cases brought before Indonesian courts, encompassing claims based on both breach of contract and unlawful acts. Disputes commonly arise when one party repudiates the terms of the PPJB, refuses to proceed with the AJB, resells the same object to a third party, or exploits the PPJB as a vehicle for fraud or embezzlement. Such practices generate legal uncertainty, particularly for parties who have acted in good faith and fulfilled their contractual obligations.

The urgency of this research becomes evident when viewed in light of concrete cases exposing weaknesses in legal protection within land sale and purchase transactions. A notable example is the land mafia case involving the family of public figure Nirina Zubir, which revealed the forgery of deeds and abuse of authority by unscrupulous notaries and PPATs, leading to the unlawful transfer of land rights and substantial losses. Beyond its legal and economic consequences, the case significantly undermined public confidence in the system of authentic deeds and existing mechanisms for protecting land rights.

The legal complexity of PPJB disputes is further intensified by doctrinal debates concerning the proper qualification of the parties' conduct—namely, whether such conduct constitutes a breach of contract or an unlawful act under Article 1365 of the Civil Code. This distinction is not merely semantic but carries important legal implications for the allocation of the burden of proof, the scope of liability, and the types of compensation available. Judicial practice reveals divergent judicial reasoning in assessing actions arising from PPJB-based contractual relationships, resulting in inconsistent decisions and heightened legal uncertainty.

Developments in Indonesian civil law doctrine and jurisprudence also demonstrate an expansion of the concept of unlawful acts beyond violations of statutory provisions to include infringements of subjective rights, principles of propriety, moral norms, and good faith. This doctrinal evolution is particularly relevant where a seller's conduct does not formally contravene agrarian regulations but nonetheless causes material and legal harm to a buyer acting in good faith. Accordingly, a more nuanced and in-depth analysis of the conceptual boundaries between breach of contract and unlawful acts within PPJB arrangements is both necessary and timely.

Furthermore, legal protection for parties acting in good faith—both landowners and buyers—remains a critical issue in land sale and purchase transactions. Buyers who have paid part or all of the purchase price under a Sales and Purchase Agreement (*Perjanjian Pengikatan Jual Beli*—PPJB) are often placed in a vulnerable position when disputes arise, particularly where the PPJB is executed under private hand or lacks adequate legal safeguards. At the same time, landowners or developers may also suffer potential losses if buyers fail to perform their contractual obligations. This reciprocal vulnerability underscores the need for balanced legal protection within PPJB-based transactions.

A substantial body of scholarship has examined the use of PPJBs in land and building transactions, particularly from the perspectives of civil law, agrarian law, and notarial practice. Prior studies have generally focused on the legal force of PPJBs, the scope of legal protection afforded to the parties, the responsibilities of notaries and Land Deed Officials (PPATs), and the legal consequences arising from breach of contract or unlawful acts.

Ardiansyah et al. analyze the application of Article 1365 of the Indonesian Civil Code in cases involving the transfer of land rights supported by ownership certificates. Their normative study demonstrates that the transfer of title without a valid legal basis constitutes a violation of the original owner's subjective rights and therefore qualifies as an unlawful

act. This finding is significant in affirming that the protection of land rights extends beyond administrative compliance to encompass substantive civil law principles.¹

Haryani examines PPJBs through the lens of contractual freedom and its limitations. Drawing on Supreme Court Decision No. 680 K/Pdt/2017, the study concludes that a PPJB may be declared null and void when it is executed prematurely, particularly where ownership of the object remains uncertain. While this research contributes to understanding notarial responsibility and buyer protection, it primarily emphasizes the validity of agreements rather than the doctrinal tension between breach of contract and unlawful acts.²

Dezytasari addresses abuse of circumstances and fictitious transactions in the transfer of land rights. Based on Supreme Court Decision No. 523 K/Pdt/2017, the study shows that defective intent may negate legal protection for landowners. Although this work broadens the discourse on legal protection in land transactions, it does not specifically examine the PPJB as a preliminary agreement that is structurally vulnerable to abuse.³

Pratiwi et al. explore underhand land sale practices and the legal protection of good-faith buyers. Through an analysis of Decision No. 12/Pdt/2025/PT BTN, the study demonstrates that courts may recognize privately executed agreements where good faith, payment, and actual possession can be proven. These findings highlight the judiciary's role in balancing legal certainty and substantive justice, yet they do not comprehensively address the relationship between PPJBs and unlawful acts.⁴

Idris emphasizes the importance of PPJBs executed as authentic deeds before notaries as a mechanism of legal protection. The study confirms that such PPJBs possess full evidentiary value; however, it focuses primarily on evidentiary strength and legal certainty, without extensively analyzing the implications of unlawful acts in PPJB disputes.⁵

¹ Romi Ardiansyah, Imam Asmarudin, and Tiya Vika Widyastuti, "Tinjauan Yuridis Perbuatan Melawan Hukum Dalam Perkara Peralihan Hak Atas Tanah Dengan Sertipikat Hak Milik," *Pancasakti Law Journal* 1, no. 2 (2023): 267–278, <https://doi.org/10.24905/plj.v1i2.31>.

² Desy Haryani, "Akibat Hukum Terhadap Akta Perjanjian Pengikatan Jual Beli Yang Dinyatakan Prematur Berdasarkan Putusan Mahkamah Agung Nomor 680 K/PDT/2017," *Indonesian Notary* 3 (2021): 346–65, https://scholarhub.ui.ac.id/notary/vol3/iss1/16?utm_source=scholarhub.ui.ac.id%2Fnotary%2Fvol3%2Fiss1%2F16&utm_medium=PDF&utm_campaign=PDFCoverPages.

³ Olivia Ramadhani Dezytasari, "Perlindungan Hukum Bagi Penjual Dalam Perjanjian Jual Beli Hak Atas Tanah Akibat Penyalahgunaan K Alahgunaan Keadaan (Studi Putusan Eadaan (Studi Putusan Mahkamah Agung Nomor 523 K/PDT/2017)," *Indonesian Notary* 3 (2021): 244–66, https://scholarhub.ui.ac.id/notary/vol3/iss4/12?utm_source=scholarhub.ui.ac.id%2Fnotary%2Fvol3%2Fiss4%2F12&utm_medium=PDF&utm_campaign=PDFCoverPages.

⁴ Desi Pratiwi et al., "Tinjauan Yuridis Perlindungan Hukum Bagi Pembeli Dalam Perjanjian Jual Beli Tanah Di Bawah Tangan: Study Kasus Putusan No.12/PDT/2025/PT BTN," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 4 (2025): 4662–4672, <https://doi.org/10.61104/alz.v3i4.2026>.

⁵ Azhari Idris, "Perlindungan Hukum Bagi Pihak Pembeli Hak Atas Tanah Melalui Akta Perjanjian Perikatan Jual Beli Dihadapan Notaris," *Jurnal Ilmiah Mahasiswa Hukum* 4, no. 3 (2024): 110–14, <https://jurnalmahasiswa.umsu.ac.id/index.php/jimhum/article/view/2855>.

Similarly, Tobing et al. and Wijaya et al. argue that PPJBs executed before notaries provide strong legal protection, particularly for buyers. While both studies underscore the normative validity of authentic deeds, their analyses remain confined to formal legal protection and do not address the normative conflict between breach of contract and unlawful acts in judicial practice.⁶

Pamungkas and Santosa examine the cancellation of land sale agreements as a dispute resolution mechanism, identifying unlawful acts as a basis for annulment. Nevertheless, the study does not specifically situate the PPJB as a preliminary contractual instrument with distinct legal risks.⁷ Finally, Siregar et al. analyze land sale transactions where the transfer of certificates has not yet occurred, emphasizing compliance with the validity requirements under Article 1320 of the Civil Code. Their findings indicate that, from a civil law perspective, such agreements remain valid despite the absence of a formal transfer of rights. However, the study does not further explore the implications of unlawful acts within the context of PPJB-based disputes.⁸

Previous studies indicate that the Sales and Purchase Agreement (Perjanjian Pengikatan Jual Beli—PPJB) occupies a strategic position in land sale and purchase transactions while simultaneously carrying a high potential for dispute. Nevertheless, much of the existing literature continues to treat breach of contract and unlawful acts as analytically separate categories and has not comprehensively examined the legal parameters applied by judges in qualifying conduct under a PPJB as an unlawful act, particularly in relation to the protection of parties acting in good faith. Against this backdrop, the present study seeks to:

- 1) analyze and critically examine the application of the doctrine of unlawful acts in Sales and Purchase Agreements (PPJBs) as a basis for legal protection for parties acting in good faith; and
- 2) assess the form and effectiveness of legal protection afforded to good-faith land and building owners and buyers in disputes arising from PPJBs.

⁶ Arrahman Hijratul Islami Tobing, Putra Hutomo, and Furcony Putri, “Perlindungan Hukum Terhadap Pembeli Atas Tanah Yang Telah Ditandatangani Perjanjian Pengikatan Jual Beli (PPJB) Dan Dijual Kembali Oleh Developer,” *Journal of Law and Nation* 4, no. 1 (2025): 249–66, <https://jolin.my.id/index.php/jolin/article/view/206>; Abrana Wijaya, Suardi Suardi, and Auliah Ambarwati, “Kajian Yuridis Akta Perjanjian Pengikatan Jual Beli Hak Atas Tanah,” *Jurnal Litigasi Amsir*, 2023, 113–26, <https://journalstih.amsir.ac.id/index.php/julia/article/view/263>.

⁷ Christ Prihantoro Pamungkas and Budi Santosa, “Perbuatan Melawan Hukum Sebagai Dasar Pembatalan Perjanjian Jual Beli Tanah,” *Jurnal Ilmu Hukum, Humaniora Dan Politik* 5, no. 3 (2025): 2307–2320, <https://doi.org/10.38035/jihhp.v5i3.4102>.

⁸ Rizka Putri Siregar, Hasim Purba, and Rosnidar Sembiring, “Analisis Yuridis Perbuatan Wanprestasi Atas Sengketa Pendaftaran Peralihan Hak Atas Tanah Dalam Jual Beli Tanah (Studi Putusan Nomor 27/PDT.G/2023/PN BJB),” *Tema Hukum Agraria Dan Pertanahan* 6, no. 9 (2025): 1–27, <https://doi.org/10.56370/jhlg.v6i9.2271>.

2. RESEARCH METHODOLOGY

This study adopts a normative (doctrinal) legal research design aimed at examining the legal regulation and judicial application of Sales and Purchase Agreements (Perjanjian Pengikatan Jual Beli—PPJBs) in relation to unlawful acts and the provision of legal protection for parties acting in good faith. The analysis centers on the interpretation of positive legal norms, principles of civil law, relevant legal doctrines, and jurisprudence governing the resolution of PPJB-related disputes.

The research employs a statutory, conceptual, and case-based approach. The statutory approach involves an examination of the Indonesian Civil Code, particularly Articles 1320, 1338, and 1365, as well as relevant legislation in the fields of land law and notarial practice governing PPJBs. The conceptual approach is used to analyze key legal concepts, including preliminary agreements, contractual obligations, breach of contract, unlawful acts, good faith, and legal protection, as developed within civil law doctrine. The case-based approach focuses on the analysis of relevant judicial decisions in order to identify patterns in judicial reasoning (*ratio decidendi*) applied in the qualification of PPJB disputes.

The legal materials comprise primary, secondary, and tertiary sources, collected through a systematic literature review. These materials are analyzed qualitatively using deductive and interpretive methods, reinforced by normative triangulation to ensure the coherence, consistency, and validity of the research findings.

3. RESULT AND DISCUSSION

3.1. Application of the Doctrine of Unlawful Acts in Sales and Purchase Agreements (PPJBs)

This section examines the application of the doctrine of unlawful acts in Sales and Purchase Agreements (Perjanjian Pengikatan Jual Beli—PPJBs) as a basis for legal protection for parties acting in good faith. The analysis focuses on how courts apply Article 1365 of the Indonesian Civil Code within PPJB-based contractual relationships and the extent to which the principle of good faith informs judicial reasoning in affording protection to parties harmed by the unlawful conduct of others. It also evaluates the consistency of judicial decisions with prevailing legal doctrine, jurisprudence, and internal Supreme Court policies concerning the protection of good-faith buyers in land disputes.

An analysis of South Jakarta District Court Decision No. 240/Pdt.G/2018/PN.Jkt.Sel and the subsequent appellate decision of the Jakarta High Court demonstrates that the courts explicitly treated good faith as the primary criterion in assessing the legal standing of the parties. In the case at issue, Ir. Santoso Halim conducted

the land transaction through formal legal procedures, executed before a notary, and supported by documentary verification that satisfied the applicable administrative requirements. The subsequent discovery that the seller had used a false identity did not automatically impute fault to the buyer, as neither negligence nor intent could be established on the buyer's part.

The panel of judges held that the unlawful act lay in the conduct of a third party who had fraudulently used a false identity to transfer land belonging to another person. Accordingly, the elements of an unlawful act under Article 1365 of the Civil Code—namely, an unlawful act, fault, loss, and a causal link—were deemed to have been satisfied by the identity forger, rather than by the buyer acting in good faith. On this basis, the court declined to characterize the buyer's actions as unlawful or as constituting unlawful possession.

Moreover, the court adopted a substantive justice approach by considering the broader social and legal consequences of denying protection to a buyer who had complied with all procedural requirements. This reasoning reflects a shift away from strict legal formalism toward a more progressive judicial approach oriented toward protecting good-faith parties and maintaining public confidence in the land law system.

The findings of this study indicate that the application of the doctrine of unlawful acts in the context of PPJBs is not confined solely to the contractual relationship between the parties but may also be directed toward third parties whose unlawful conduct causes harm to those bound by the agreement. In such circumstances, a buyer acting in good faith cannot be held responsible for legal defects arising from the falsification of the seller's identity.

Judicial practice further demonstrates a consistent tendency to protect good-faith buyers by affirming that losses resulting from the unlawful acts of third parties cannot be transferred to innocent parties. This confirms that, although a PPJB does not itself constitute a deed of transfer of rights, it retains significant protective value when executed and performed in good faith.

These findings both align with and depart from prior scholarship. Ardiansyah et al. argue that unlawful acts in land transfers arise from violations of the subjective rights of the lawful owner, necessitating the restoration of those rights. While their analysis emphasizes the protection of certificate holders, the present study demonstrates that, under certain conditions, buyers acting in good faith are also entitled to legal protection, even where their interests intersect with those of the lawful owner.⁹

⁹ Ardiansyah, Asmarudin, and Widyastuti, "Tinjauan Yuridis Perbuatan Melawan Hukum Dalam Perkara Peralihan Hak Atas Tanah Dengan Sertipikat Hak Milik."

Haryani confirms the nullity of prematurely executed PPJBs, emphasizing the central role and responsibility of notaries.¹⁰ By contrast, the present study demonstrates that PPJBs do not invariably lose their protective function, particularly where buyers have fulfilled their contractual obligations and acted with due prudence. Similarly, Pratiwi et al., who highlight the significance of good faith in privately executed land sale transactions¹¹, reach conclusions that are consistent with the findings of this study, albeit within a different factual and legal context.

Idris further underscores the evidentiary strength of PPJBs executed before a notary. The present study extends this perspective by arguing that the legal effectiveness of PPJBs derives not only from their formal validity but also from the application of the principle of good faith and the provision of protection to parties harmed by unlawful acts.¹² The application of Article 1365 of the Civil Code in the context of PPJBs has evolved significantly. Unlawful acts are no longer construed narrowly as mere violations of statutory provisions but are understood to include conduct that contravenes principles of propriety and causes harm to others, including identity fraud and administrative manipulation.

Judicial practice reflects an effort to balance legal certainty for registered title holders with the protection of buyers acting in good faith. This approach is consistent with the spirit of Supreme Court Circular Letter No. 4 of 2016, which emphasizes the protection of good-faith buyers. Nevertheless, this study also stresses that such protection must not undermine the formal principles of land law as established under the Basic Agrarian Law and land registration regulations. The decisions analyzed may also be interpreted as implicitly recognizing the importance of trust in land transactions. Denying legal protection to buyers who have complied with all formal requirements would erode the social legitimacy of the legal system and potentially encourage riskier informal transactions.¹³

This study confirms that the doctrine of unlawful acts within PPJB arrangements may serve as a foundation for legal protection for parties acting in good faith, provided that they have exercised due care and complied with applicable legal procedures.¹⁴ A good-faith buyer cannot be held liable for losses arising from the unlawful conduct of a third party.

Finally, this research underscores the necessity of maintaining a balanced approach between legal certainty and substantive justice in resolving PPJB disputes. Judicial

¹⁰ Haryani, "Akibat Hukum Terhadap Akta Perjanjian Pengikatan Jual Beli Yang Dinyatakan Prematur Berdasarkan Putusan Mahkamah Agung Nomor 680 K/PDT/2017."

¹¹ Pratiwi et al., "Tinjauan Yuridis Perlindungan Hukum Bagi Pembeli Dalam Perjanjian Jual Beli Tanah Di Bawah Tangan: Study Kasus Putusan No.12/PDT/2025/PT BTN."

¹² Idris, "Perlindungan Hukum Bagi Pihak Pembeli Hak Atas Tanah Melalui Akta Perjanjian Perikatan Jual Beli Dihadapan Notaris."

¹³ Salim Haji Said, *Perkembangan Hukum Kontrak Innominaat Di Indonesia* (Jakarta: Sinar Grafika, 2005).

¹⁴ Rosa Agustina, *Perbuatan Melawan Hukum* (Jakarta: Universitas Indonesia Fakultas Hukum Pascasarjana, 2003).

reasoning should not be confined to administrative formalities alone but should also incorporate considerations of good faith, fairness, and the protection of vulnerable parties. In this way, court decisions not only resolve disputes but also reinforce public confidence in the land law system.

This study contributes to the ongoing development of the doctrine of unlawful acts in Indonesian civil law and carries significant implications for notarial practice, land administration, and civil justice, particularly in ensuring fair and proportional legal protection for all parties involved in land and building transactions.

3.2. Form and Effectiveness of Legal Protection for Landowners and Good-Faith Purchasers in PPJB Disputes

This section analyzes the form and effectiveness of legal protection afforded to land and building owners, on the one hand, and good-faith purchasers, on the other, in disputes arising from Sales and Purchase Agreements (Perjanjian Pengikatan Jual Beli—PPJBs). The central inquiry concerns how courts balance two competing yet equally legitimate legal interests: certainty of ownership based on registered land certificates and protection for purchasers who have acted honestly, diligently, and in compliance with applicable legal procedures. South Jakarta District Court Decision No. 240/Pdt.G/2018/PN.Jkt.Sel and its appellate ruling serve as the primary case study for assessing the effectiveness of such protection in judicial practice.

The PPJB dispute examined in this case extends beyond an ordinary contractual conflict and reflects broader structural problems within the land administration system. On the one hand, Drs. Johan Efendi, as the registered owner, holds a certificate of title which, under agrarian law, constitutes the strongest evidence of land ownership. On the other hand, Ir. Santoso Halim, as the purchaser, complied with all formal requirements, including executing the transaction before a notary and submitting the relevant administrative documents to the National Land Agency. The use of a false identity by the seller rendered both parties victims of a third party's unlawful conduct, albeit with differing legal consequences.

Both the court of first instance and the appellate court concluded that Santoso Halim qualified as a purchaser acting in good faith. This determination was grounded in the absence of intent, negligence, or bad faith on the part of the buyer. The court found that he had exercised reasonable due diligence in accordance with prevailing standards and that the failure to detect the seller's false identity could not be attributed solely to him. Accordingly, the court afforded legal protection by formally recognizing his status as a

good-faith purchaser. This reasoning reflects a progressive judicial orientation toward substantive justice and the preservation of trust in civil transactions.

At the same time, the study demonstrates that legal protection for good-faith purchasers does not automatically negate or diminish the rights of lawful landowners. The ownership certificate held by Johan Efendi remained valid and was not revoked. This indicates that the protection granted by the court was limited and proportional. Rather than undermining the principle of legal certainty embedded in the land registration system, the court sought to allocate legal consequences in a manner consistent with each party's respective position and responsibility. As a result, ownership rights remained protected, while the purchaser was directed toward alternative legal remedies to recover losses.

When compared with prior studies and relevant jurisprudence, the findings in this case reflect a notable doctrinal development. Earlier research has often highlighted a formalistic judicial tendency in PPJB disputes, in which certificate holders are consistently prioritized, while good-faith purchasers occupy a relatively vulnerable position.¹⁵ For example, Jakarta High Court Decision No. 317/PDT/2020/PT.DKI illustrates a situation in which a purchaser who had fully paid the purchase price and taken possession of the land nonetheless failed to obtain adequate legal protection, thereby generating legal uncertainty and contractual injustice.

By contrast, the decision in the Santoso Halim v. Johan Efendi case aligns more closely with the spirit of Supreme Court Circular Letter (SEMA) No. 4 of 2016, which emphasizes the protection of purchasers acting in good faith. Importantly, however, the court maintained a careful balance by refraining from treating the PPJB as effecting an absolute transfer of land rights. This comparison underscores that the effectiveness of legal protection in PPJB disputes depends not solely on the mechanical application of statutory norms but also on judicial sensitivity to the factual, legal, and social context of each case.

Legal protection in PPJB disputes is inherently reciprocal and multi-layered. Landowners are protected through the agrarian law regime, which accords land certificates strong evidentiary value, while good-faith purchasers are protected through the principles of good faith, contractual fairness, and the development of progressive jurisprudence.¹⁶ Nevertheless, the effectiveness of this protection remains limited due to the absence of robust preventive mechanisms capable of deterring transactions conducted under false

¹⁵ Ardiansyah, Asmarudin, and Widyastuti, "Tinjauan Yuridis Perbuatan Melawan Hukum Dalam Perkara Peralihan Hak Atas Tanah Dengan Sertipikat Hak Milik"; Haryani, "Akibat Hukum Terhadap Akta Perjanjian Pengikatan Jual Beli Yang Dinyatakan Prematur Berdasarkan Putusan Mahkamah Agung Nomor 680 K/PDT/2017"; Pamungkas and Santosa, "Perbuatan Melawan Hukum Sebagai Dasar Pembatalan Perjanjian Jual Beli Tanah."

¹⁶ Rahmad Masturi et al., *Politik Hukum Petanahan Di Indonesia* (Pemalang: PT Syamilah Literasi Islami, 2025).

identities.¹⁷ The inclusion of the National Land Agency (BPN) as a co-defendant in the present case underscores that legal protection is not solely the responsibility of private parties but also constitutes an obligation of the state in its capacity as the administrator of land affairs.

Judicial protection in PPJB disputes remains predominantly repressive rather than preventive. Courts typically intervene only after disputes have materialized, while preventive instruments—such as rigorous identity verification, provisional registration of PPJBs, or early warning mechanisms within land offices—remain underdeveloped. As a result, even where good-faith purchasers receive judicial recognition and legal protection, they continue to bear substantial economic risks. This demonstrates that the effectiveness of legal protection should be assessed not only by the outcomes of court decisions but also by the legal system's capacity to prevent losses at an earlier stage.

Achieving a fair balance between the protection of landowners and good-faith purchasers is essential to justice in PPJB disputes. Excessive favoritism toward either party risks generating new forms of injustice.¹⁸ In this regard, the judicial approach adopted in the present case merits recognition, as it seeks to preserve both legal certainty and substantive justice. However, more comprehensive legal policy reforms are required, including strengthening the role of notaries and Land Deed Officials (PPATs), enhancing the administrative accountability of the National Land Agency (BPN), and establishing specific regulatory frameworks for the protection of good-faith purchasers in PPJB transactions.

Legal protection in PPJB disputes should be conceptualized as an integrated system encompassing civil law, agrarian law, and state administrative law. Judicial decisions can only achieve meaningful effectiveness when supported by a coherent and consistent preventive framework. The findings of this study contribute to the development of the doctrine of legal protection in land transactions and provide a normative foundation for legal policies that are more responsive to social realities and the justice needs of the parties involved.

4. CONCLUSION

¹⁷ Yossica Ariatami Edwina, "Pembatalan Akta Pengikatan Jual Beli Hak Atas Tanah Akibat Adanya Perbuatan Melawan Hukum: Studi Kasus Putusan No. 267/PDT.G/2019/PN JKT.TIM" (Universitas Muhammadiyah Yogyakarta, 2021), <https://etd.umy.ac.id/id/eprint/5035/>.

¹⁸ Omri Ben-Shahar and Ariel Porat, "Personalizing Mandatory Rules in Contract Law," *The University of Chicago Law Review* 86, no. 2 (2019): 255–82, <https://chicagounbound.uchicago.edu/uclrev/vol86/iss2/11/>; John Christman, *The Myth of Property: Toward an Egalitarian Theory of Ownership* (New York: Oxford Academic, 1994), <https://doi.org/10.1093/oso/9780195085945.001.0001>.

This study examines the application of the doctrine of unlawful acts in Sales and Purchase Agreements (Perjanjian Pengikatan Jual Beli—PPJBs) and assesses the form and effectiveness of legal protection afforded to land and building owners, on the one hand, and good-faith purchasers, on the other, in land disputes. The analysis focuses on achieving an appropriate balance between legal certainty of ownership and substantive justice for parties who have acted in good faith in PPJB transactions.

The findings indicate that unlawful acts in the context of PPJBs predominantly arise from the conduct of third parties or contracting parties acting in bad faith, including identity fraud and abuse of authority, which result in losses for good-faith purchasers. Judicial practice demonstrates a tendency to extend legal protection to good-faith purchasers through a progressive interpretive approach, while maintaining recognition of the rights of landowners holding valid title certificates. Such protection is applied in a proportional manner, preserving ownership rights while enabling purchasers to pursue remedies for the recovery of losses.

The study further confirms that the effectiveness of legal protection in PPJB disputes depends largely on judges' ability to interpret the principle of good faith contextually and to reconcile it with the principle of legal certainty in agrarian law. Both theoretically and practically, this research contributes to the development of the doctrine of good-faith purchaser protection and provides a critical reference for evaluating land policy and judicial practice.

This study is limited by its normative approach and the restricted number of cases examined, which may not fully reflect the diversity of judicial practices across jurisdictions. Accordingly, policy measures aimed at strengthening preventive mechanisms—such as stricter administrative verification and the temporary registration of PPJBs—are recommended. Future research should adopt empirical and comparative methodologies to assess the consistency of legal protection in PPJB disputes across different courts.

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