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# Breach of Contract in Oral Land Sale Agreements: Proving Contractual Obligations and The Limits of Legal Remedies

**Yocelyn Averyll Lie[1]* & Mia Hadiati[2]**

[1,2] Universitas Tarumanagara Jakarta, Indonesia

**Correspondence**

Yocelyn Averyll Lie, Universitas Tarumanagara, Indonesia, Letjen S. Parman St No.1, RT.6/RW.16, Tomang, Grogol petamburan, West Jakarta City, Jakarta 11440, *e-mail:* yocelyn.205230155@stu.untar.ac.id

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*Original Article*

**Abstract**

Oral land sale agreements create evidentiary difficulties when one party fails to perform, particularly because the transfer and registration of land rights are governed by separate formal requirements. This normative legal study examines the requirements for establishing breach of contract and the remedies available to injured buyers and sellers. It employs statutory and conceptual approaches, supported by a literature-based examination of published case studies. The findings distinguish the enforceability of contractual obligations from the completion of a land-right transfer. Establishing breach requires evidence of a valid agreement, the duties undertaken, the conditions and timing of performance, nonperformance, and default where legally required. Available remedies include specific performance, termination or rescission where justified, restitution, and damages; however, their enforceability depends on the applicable land-law requirements. The article proposes a five-stage analytical framework covering the existence of contractual obligations, identification of performance duties, proof of breach, selection of appropriate remedies, and readiness for land-right registration. This framework offers a practical method for aligning civil-law claims with land administration procedures without creating additional statutory requirements.

**Keywords**: *Oral Land Sale, Breach of Contract, Burden of Proof, Contractual Remedies, Land Registration*

***Abstrak***

Perjanjian jual beli tanah secara lisan menimbulkan persoalan mengenai pembuktian prestasi dan pilihan pemulihan ketika salah satu pihak mengingkari kesepakatan, sementara pemindahan hak memerlukan formalitas pertanahan. Penelitian ini menganalisis kualifikasi wanprestasi dan bentuk perlindungan bagi penjual atau pembeli yang dirugikan. Penelitian hukum normatif dilakukan melalui pendekatan perundang-undangan dan konseptual serta kajian literatur kasus, dengan analisis sistematis atas KUHPerdata, hukum pertanahan, dan aturan pembuktian. Keberadaan kesepakatan lisan tidak otomatis menuntaskan peralihan hak; wanprestasi memerlukan pembuktian kewajiban, tenggat atau syarat prestasi, pelanggaran, dan keadaan lalai yang relevan. Pemulihan dapat berupa pemenuhan prestasi, pembatalan, pengembalian pembayaran, atau ganti rugi sesuai dasar hukumnya, tetapi harus mempertimbangkan kemungkinan pelaksanaan formal di bidang pertanahan. Penelitian merumuskan uji lima tahap yang menghubungkan keabsahan perikatan, identifikasi prestasi, pembuktian pelanggaran, pilihan pemulihan, dan kesiapan pendaftaran tanah. Konstruksi tersebut menawarkan perangkat analisis preskriptif untuk meminimalkan tuntutan yang tidak dapat dilaksanakan tanpa menambah syarat sah perjanjian.

***Kata kunci**: Jual Beli Tanah Lisan, Wanprestasi, Pembuktian, Pemulihan Hukum, Pendaftaran Tanah*

## 1. INTRODUCTION

Land transactions do not always begin with a written instrument. In dealings among relatives, friends, or members of communities where personal trust is central, sellers and buyers may initially agree orally on the property, purchase price, payment schedule, and delivery of possession.[1] Such agreements may be followed by partial payment, transfer of physical possession, or use of the land by the buyer, even though the instrument required for registration has not yet been executed. Disputes arise when a party repudiates the agreement, changes the agreed price, refuses to complete the transaction, or declines to sign the necessary land documents. In these circumstances, legal analysis cannot end with the assertion that an oral agreement is either valid or invalid. It must identify the obligations undertaken, determine how a breach can be established, and assess which remedies remain legally available and capable of implementation.[2]

This issue involves two distinct bodies of law. The law of obligations determines whether an agreement satisfies Article 1320 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, KUHPerdata), whether it is binding under Article 1338, and what consequences follow from nonperformance. Land law, by contrast, regulates the eligible parties, the subject matter, the form of the transfer, and the documents required to register a change in land-right ownership. Article 37(1) of Government Regulation No. 24 of 1997 generally requires a deed executed by a Land Deed Official (Pejabat Pembuat Akta Tanah, PPAT) as the basis for registering a sale; Article 37(2) provides a limited exception subject to specified conditions. These provisions must be read in light of subsequent developments in land registration, including Government Regulation No. 18 of 2021.[3]

In litigation, conflating these two legal frameworks can produce two opposite errors. The first is to assume that the absence of a PPAT deed necessarily extinguishes all contractual obligations between the parties. The second is to treat an oral agreement and proof of payment as automatically satisfying every formality for transferring and registering land rights. Yet a claim seeking performance for example, requiring a seller to appear before a PPAT is different from a claim asserting that land rights have already been fully transferred and may immediately be recorded in the land register. The distinction affects the evidence required, the parties who must be joined in the proceedings, and the enforceability of the resulting judgment.

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1 Gracia Putri, Jessica Fionita, and Juan Matheus, "Lelang Eksekusi Kepailitan Atas Tanah Dan Bangunan Yang Dimiliki Bersama Oleh Pihak Ketiga Dan Debitur Pailit," *Jurnal Supremasi* 14, no. 2 (September 20, 2024): 1–15, https://doi.org/10.35457/supremasi.v14i2.3810.

2 Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) Pasal 1320, 1338, 1457, dan 1458; Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria (1960).

3 Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah (1997) Pasal 37 ayat (1)–(2), dengan memperhatikan Peraturan Pemerintah Nomor 18 Tahun 2021.

Sunardi, Setyawan, and Adorana emphasize the importance of proving both the existence and terms of oral agreements, while Aristias and colleagues examine breach in an oral land sale through Decision No. 40/Pdt.G/2019/PN Kdi.[4] Apriliani considers unilateral cancellation in a land sale dispute under Decision No. 9/Pdt.G/2023/PN Sdw, whereas Nusa focuses on the relationship between breach of contract and cancellation of a land sale agreement.[5] These studies demonstrate the relevance of consensualism and the binding force of contracts. Their insights nevertheless require translation into an ordered legal assessment that distinguishes the existence of an obligation, proof of its breach, and the precision of the remedy sought.

The contribution of this article does not rest on a claim that the relationship between oral agreements and land-law formalities has never been examined. In 2026, Iriantoro and colleagues analyzed the validity of oral land sales and judicial authority to facilitate a transfer of registered title. Wahyuningrum and Badriyah likewise investigated buyer protection in cases involving PPAT negligence.[6] A narrower and more defensible research gap concerns the need for an evaluative framework that sequentially addresses the existence of a contractual relationship, the content and timing of performance, proof of default, the practical enforceability of the requested remedy, and the transaction's formal readiness for registration. Such a framework can reduce the risk of pursuing relief that is defensible under contract law but cannot be implemented through land administration.

This study addresses two research questions. First, under the Indonesian Civil Code, when does the performance or nonperformance of rights and duties arising from an oral land sale agreement constitute a breach of contract? Second, what forms of legal protection and dispute resolution are appropriate for an injured party when contractual duties intersect with the requirements governing land-right transfers? The study aims to formulate an analytical framework that parties, legal counsel, and courts can use for prescriptive assessment without equating an oral contract with a formal land-transfer deed.

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4 Arwin Ardianto Sunardi et al., "Pengembangan Hukum Perjanjian di Indonesia: Dalam Kekuatan Hukum Perjanjian Tidak Tertulis atau Perjanjian Lisan," *Jurnal ISO: Jurnal Ilmu Sosial, Politik dan Humaniora* 6, no. 1 (2026): 1–13, https://doi.org/10.53697/iso.v6i1.3583; Adinda Aristias et al., "Analisis Wanprestasi terhadap Perjanjian Jual Beli Tanah secara Lisan (Studi Kasus pada Perkara Nomor 40/Pdt.G/2019/PN Kdi)," *Kultura: Jurnal Ilmu Hukum, Sosial, dan Humaniora* 1, no. 2 (2023): 36–46, https://doi.org/10.572349/kultura.v1i2.266.

5 Dinda Apriliani, "Perlindungan Hukum terhadap Para Pihak Akibat Terjadinya Wanprestasi dalam Jual Beli Tanah (Studi Kasus Putusan Nomor 9/Pdt.G/2023/PN Sdw)," *Jurnal Studi Hukum Modern* 6, no. 4 (2024), https://journalversa.com/s/index.php/jshm/article/view/2132; Tresna I. W. Nusa, "Tinjauan Yuridis terhadap Pembatalan Perjanjian Jual Beli Tanah Akibat Wanprestasi," *Lex Privatum* 11, no. 4 (2023), https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/47958.

6 Agung Iriantoro et al., "Keabsahan Jual Beli Tanah secara Lisan dan Kewenangan Hakim dalam Pemberian Kuasa Balik Nama," *Pancasila Law Review* 3, no. 1 (2026): 33–46; Dian Anggraini Wahyuningrum and Siti Malikhatun Badriyah, "Perlindungan Hukum untuk Pembeli Akibat Kelalaian PPAT dalam Perjanjian Jual Beli Tanah," *Notarius* 17, no. 1 (2024): 232–47, https://doi.org/10.14710/nts.v17i1.42068.

## 2. RESEARCH METHODOLOGY

This study employs normative legal research with an analytical and prescriptive orientation. Its principal legal materials include the Indonesian Civil Code; Law No. 5 of 1960 concerning Basic Agrarian Principles; Government Regulation No. 24 of 1997 on Land Registration, considered alongside Government Regulation No. 18 of 2021; regulations governing the office of PPAT; civil procedural rules on evidence; and legislation on electronic information and transactions insofar as it governs electronic documents. Secondary materials consist of legal-methodology books and scholarly publications directly addressing oral contracts, land sales, civil evidence, and transfers of land rights. These materials were identified through official legislative repositories, journal publishers' websites, and traceable academic literature. The study does not claim to rely on interviews, surveys, or field observations.[7]

The statutory approach identifies how the law of obligations, evidentiary rules, and land regulations interact. The conceptual approach examines consensualism, good faith, breach of contract, and legal protection. A limited case-law perspective is incorporated through comparisons with findings reported in earlier studies of published judgments. Because not every complete judgment was examined, the article does not claim to have independently reviewed all of the judicial reasoning in the referenced cases. The analysis applies systematic interpretation to the relationship among legal provisions, textual interpretation to contractual performance and default, and prescriptive legal reasoning to assess whether the requested remedies are compatible with land-registration requirements.[8]

## 3. RESEARCH RESULT AND DISCUSSION

### 3.1. Establishing Breach of Contract in Oral Land Sale Agreements

#### 3.1.1. *Contractual Obligations and The Limits of Land-Law Formalities*

The existence of an oral agreement must first be examined against the four conditions in Article 1320 of the Indonesian Civil Code: consent, legal capacity, a sufficiently definite subject matter, and a lawful cause. Article 1457 describes a sale as an agreement to deliver property in exchange for an agreed price, while Article 1458 reflects the consensual nature of sales under the Civil Code. These provisions help establish whether the parties' statements concerning the land, price, and performance schedule created a binding contractual relationship. Contractual obligations are not, as a general

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7 Peter Mahmud Marzuki, *Penelitian Hukum*, Edisi revisi (Kencana, 2017).

8 Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) Pasal 1238, 1243, 1266, 1267, 1320, 1338, 1457–1458, 1474, 1513, dan 1865. Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah Pasal 37 dan 40; Peraturan Pemerintah Nomor 37 Tahun 1998 tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah (1998) sebagaimana diubah dengan Peraturan Pemerintah Nomor 24 Tahun 2016.

matter, enforceable only when reduced to writing. Establishing a contractual duty is not equivalent to proving that the proprietary effects of a land transfer have occurred or that all agrarian-law formalities have been satisfied.[9]

Indonesian land law treats the transfer of land rights as a distinct legal act whose requirements depend on the category of right, the transferor's authority, and the applicable registration procedure. A PPAT deed serves as formal evidence for registering a change in the holder of a land right. Its absence presents a substantial obstacle to ordinary registration procedures, even where receipts, witness testimony, or evidence of physical possession are available. The exception in Article 37(2) of Government Regulation No. 24 of 1997 should not be construed as blanket permission to replace a PPAT deed with any privately executed document. Its application is conditional, limited, and subject to assessment by the competent land administration official.[10]

Accordingly, there is a material difference between stating that 'the seller promised to sell the land' and asserting that 'title has been fully transferred and must immediately be registered.' The former concerns a contractual relationship; the latter requires a land-law assessment involving documentary evidence of title, the identity of the rights holder, restrictions on alienation, encumbrances, required consents, and registration procedures. Studies by Hidayat and colleagues and by Dewantara and colleagues underscore the legal risks of transactions conducted outside the PPAT mechanism.[11] For purposes of this article, 'oral land sale agreement' therefore denotes an agreement between the parties that may not yet have completed the legally required transfer and registration of land rights.

### 3.1.2. *Identifying The Rights and Duties of Sellers and Buyers*

The duties of sellers and buyers must be derived from the terms of the agreement that can actually be proved, rather than inferred solely from conventional expectations about sales. Article 1474 of the Indonesian Civil Code identifies delivery and warranty as the seller's principal obligations, while Article 1513 governs the buyer's duty to pay the price. In a land transaction, agreed performance may include installment payments, delivery of possession, production of ownership documents, payment of taxes or transaction costs as allocated by agreement, attendance before a PPAT, and completion

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[9] Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik (2008) Pasal 5, sebagaimana terakhir diubah dengan Undang-Undang Nomor 1 Tahun 2024. Sunardi et al., "Pengembangan Hukum Perjanjian di Indonesia: Dalam Kekuatan Hukum Perjanjian Tidak Tertulis atau Perjanjian Lisan."

[10] Iriantoro et al., "Keabsahan Jual Beli Tanah secara Lisan dan Kewenangan Hakim dalam Pemberian Kuasa Balik Nama"; Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) Pasal 1457–1458; Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria Pasal 19 dan ketentuan mengenai hak atas tanah.

[11] Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah Pasal 37 ayat (1)–(2). Taufiq Hidayat et al., "Akibat Hukum Perjanjian Jual Beli Tanah yang Dilakukan Tidak di Hadapan Pejabat Pembuat Akta Tanah," *Clavia: Journal of Law* 22, no. 2 (2024): 251–58, https://doi.org/10.56326/clavia.v22i2.4053.

of registration-related steps. A duty that was neither agreed upon nor imposed by law cannot automatically serve as the basis for a breach-of-contract claim.[12]

A buyer may breach the agreement by failing to pay the specified amount when due, making only partial payment, or refusing to follow agreed procedures after the seller has fulfilled the applicable preconditions. A seller may breach by withholding agreed possession, selling the same property to another party without lawful justification, retaining documents without valid grounds, or refusing to execute the deed after satisfying the prerequisites within the seller's responsibility. Any assessment must also account for conditional performance: one party's obligation may not yet be due because the other party has not performed an antecedent duty. The parties' obligations must therefore be read as an interdependent sequence rather than as a set of isolated commands.

### 3.1.3.*Elements of Breach, Default, and Evidentiary Challenges*

Breach of contract cannot be inferred merely from dissatisfaction with the transaction's outcome. Articles 1238 and 1243 of the Indonesian Civil Code require an assessment of whether performance was due, when it should have occurred, and whether the obligated party was legally in default. Default may be established by a formal demand or notice of default (somasi), or may arise upon expiration of an agreed period when the nature and established terms of the obligation produce that result. Where an oral agreement provides no clear evidence of a deadline, a written demand has considerable practical value in identifying the required performance and specifying when compliance is sought. It would nevertheless be inaccurate to treat a formal demand as indispensable in every case.[13]

A recurring feature of disputes over oral agreements is that the parties may acknowledge the transaction but disagree about the price, date of final payment, land area, property boundaries, or promises concerning the deed. The study by Aristias and colleagues illustrates the importance of documentary evidence and witness testimony in such disputes; research on oral land leases likewise demonstrates the evidentiary value of payment records and testimony from persons familiar with the transaction.[14] However, the existence of a witness or a receipt does not automatically establish every contested allegation. The court must determine whether each item of evidence actually supports the asserted property, contractual terms, and time for performance.

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[12] Puhas Dirja Dewantara et al., "Implikasi Hukum Peralihan Hak atas Tanah tanpa Akta Pejabat Pembuat Akta Tanah (PPAT)," *J-CEKI: Jurnal Cendekia Ilmiah* 4, no. 6 (2025): 1604–11, https://doi.org/10.56799/jceki.v4i6.11977.

[13] Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) Pasal 1474 dan 1513.

[14] Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) Pasal 1238 dan 1243. Aristias et al., "Analisis Wanprestasi terhadap Perjanjian Jual Beli Tanah secara Lisan (Studi Kasus pada Perkara Nomor 40/Pdt.G/2019/PN Kdi)."

Under Article 1865 of the Indonesian Civil Code and Article 163 of the Herziene Inlandsch Reglement (HIR), a party asserting a right or factual circumstance must prove the basis of that assertion. In disputes over oral agreements, the evidence can be assembled as a coherent sequence: identification of the property and the rights holder; receipts or bank transfers; correspondence acknowledging the price and property; witnesses with knowledge of the agreement; and subsequent conduct, such as delivery of possession. Article 1905 of the Civil Code also cautions against relying solely on one witness without corroborating evidence. Electronic messages may be considered under Article 5 of the Electronic Information and Transactions Law, as most recently amended by Law No. 1 of 2024. Their authenticity, integrity, provenance, and conversational context must nonetheless be examined.[15]

To avoid an intuitive or unstructured assessment, this article proposes a sequential test that may be applied to individual disputes. The first stage examines the existence and validity of the contractual relationship. The second identifies each party's duties, including conditions and deadlines. The third establishes the alleged breach and legal default through evidence. The fourth links the breach to the remedy sought. The fifth assesses whether that remedy requires land-law formalities that remain capable of completion. These five stages constitute the authors' analytical synthesis of existing rules and scholarship; they are not additional legal requirements expressly prescribed by a single statutory provision.

**Table 1.** *A Five-Stage Framework for Assessing Breach and Remedies in Oral Land Sale Agreements*

| Assessment stage | Legal question | Analytical consequence |
|---|---|---|
| I-Contractual obligation | Was a valid agreement reached, and was the property sufficiently identified? | Absent proof of an enforceable obligation, a claim for breach lacks an adequate legal foundation. |
| II-Performance | Who undertook which duty, subject to what conditions and deadlines? | The nature, conditions, and due date of each obligation must be established. |
| III-Breach | Was the duty breached, and was the obligor legally in default? | Examine the evidence and whether a notice of default is required under Article 1238 of the Civil Code. |
| IV-Remedy | Is specific performance, rescission, restitution, or damages appropriate? | The relief sought must be consistent with its legal basis and proof of loss. |
| V-Land Formalities | Can the transfer and registration legally be completed? | Check title authority, the PPAT deed, and registration requirements. |

[15] Wahyuningrum and Badriyah, "Perlindungan Hukum untuk Pembeli Akibat Kelalaian PPAT dalam Perjanjian Jual Beli Tanah"; Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) Pasal 1865 dan 1905; Herziene Inlandsch Reglement (HIR) Pasal 163–164.

## 3.2. Legal Protection and Remedies Available to an Injured Party

### 3.2.1. *Specific Performance and Its Limits*

Once a contractual obligation and its breach have been established, specific performance may be the preferred remedy if it remains legally and factually possible. A buyer who has made the agreed payment, for example, may ask the seller to deliver required documents and appear before the PPAT to complete the transfer. Conversely, a seller who has fulfilled the seller's obligations may seek payment of the outstanding price. Articles 1338 and 1267 of the Indonesian Civil Code provide a normative basis for enforcing agreements and selecting remedies in reciprocal contractual relationships.[16]

A judgment ordering performance must identify the subject matter and required acts with sufficient precision. If the seller no longer has authority to transfer the land, or if the relevant category of land right cannot lawfully be transferred to the buyer, an order simply directing the 'change of registered name' may prove difficult to enforce. The research by Idris and colleagues on breaches of preliminary land sale agreements demonstrates the importance of contractual content and proof in determining appropriate relief.[17] A claim should therefore distinguish between an obligation to undertake a specified act, a duty to deliver documents, and requirements falling within the authority of land administration officials.

### 3.2.2. *Rescission, Repayment, and Damages*

Where performance is no longer feasible or is not sought by the injured party, alternative relief may involve termination or rescission of the contractual relationship, together with restitution or damages as legally appropriate. Articles 1266 and 1267 of the Indonesian Civil Code are important for reciprocal contracts, but not every termination or rescission follows an identical procedure. The invalidation of an agreement for failure to satisfy its validity requirements must also be distinguished from termination or rescission as a consequence of breach. A claim should identify its legal basis and the relief sought, including repayment, restoration of possession, or reimbursement of expenses that have actually been proved.[18]

A right to damages does not mean that every alleged loss must be awarded. Article 1243 and related provisions require an assessment of the breach, legal default where

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[16] Dimas Arif Wiguna and Nin Yasmine Lisasih, "Kekuatan Pembuktian Pengakuan pada Chat WhatsApp dalam Sengketa Perdata Jasa Pemasaran Digital (Studi Kasus Putusan Nomor 57/Pdt.G/2024/PN Jkt.Sel)," *Jurnal Pengabdian Masyarakat dan Riset Pendidikan* 4, no. 3 (2026): 20151–58, https://doi.org/10.31004/jerkin.v4i3.5432.

[17] Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) Pasal 1320, 1338, 1243, dan 1267.

[18] A. Muhammad Arham Idris et al., "Analisis Yuridis Wanprestasi atas Perjanjian Pengikatan Jual-Beli Tanah," *Clavia: Journal of Law* 22, no. 3 (2024): 280–92, https://doi.org/10.56326/clavia.v22i3.5441; Nusa, "Tinjauan Yuridis terhadap Pembatalan Perjanjian Jual Beli Tanah Akibat Wanprestasi."

relevant, actual loss, causation, and the applicable limits of liability. Payment receipts, documented transaction expenses, and proof of losses causally connected to the breach carry greater legal weight than an unsupported invocation of 'material and immaterial damages.' The studies by Apriliani and Nusa provide useful comparisons concerning the consequences of breaches of land sale agreements. Nonetheless, restitution and damages must be established on the facts and evidence of each individual case.[19]

In an out-of-court settlement, the parties may execute a new written agreement detailing outstanding payments, performance schedules, completion of the land transfer, or repayment obligations. Such an agreement should not be described as having transferred land rights if the applicable agrarian-law conditions have not been fulfilled. The study by Febrian and colleagues concerning defaults in installment-based land transactions underscores the need for care when repayment or reduced compensation is negotiated.[20] A settlement should also record the status of possession and relevant land documents, so that resolving a payment dispute does not create a new controversy over ownership.

### 3.2.3.*Digital Evidence, Document Preservation, and The Role of PPAT*

Preventive protection forms part of meaningful legal protection. From the outset, parties should preserve evidence of certificate checks and the identity of the registered rights holder, correspondence identifying the land and price, payment receipts, records of delivery of possession, and relevant tax or transaction-cost records. Electronic evidence may strengthen a party's evidentiary position, but it does not automatically replace documentation required under land law. Before filing a claim, the prospective claimant should prepare a chronology identifying who promised to do what, when performance became due, and the evidence supporting each relevant stage.[21]

Formal resolution must also account for the PPAT's role. Under Government Regulation No. 24 of 1997 and the regulations governing PPATs, deeds executed by competent officials are central to orderly land-right registration. The availability of necessary documents, authority of the rights holder, and consistency of physical and legal records should be verified before a transfer application is filed. The research by Wahyuningrum and Badriyah indicates that official negligence during a transaction may itself have legal consequences for the buyer.[22] An order to execute a deed and proceed

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[19] Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek); Apriliani, "Perlindungan Hukum terhadap Para Pihak Akibat Terjadinya Wanprestasi dalam Jual Beli Tanah (Studi Kasus Putusan Nomor 9/Pdt.G/2023/PN Sdw)."

[20] Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah Pasal 37 ayat (1) dan (2), sebagaimana pengaturannya berkaitan dengan Peraturan Pemerintah Nomor 18 Tahun 2021.

[21] Wahyuningrum and Badriyah, "Perlindungan Hukum untuk Pembeli Akibat Kelalaian PPAT dalam Perjanjian Jual Beli Tanah."

[22] Ariq Febrian et al., "Penyelesaian Wanprestasi Perjanjian Jual Beli Tanah secara Angsuran yang Dibuat dalam Akta Notaris," *Jurnal Ilmiah Wahana Pendidikan* 12, no. 10.D (2026): 295–309.

with registration therefore cannot be dismissed as a purely administrative matter unrelated to effective remedies for the injured party.

#### 3.2.4. *Operationalizing The Five-Stage Test for Selecting Legal Remedies*

The principal synthesis of this research is a five-stage framework connecting contractual duties to the practical enforceability of a judgment or settlement. Stage one establishes the contractual relationship. Stage two identifies the promised performance, conditions, and deadlines. Stage three assesses the breach and its supporting evidence. Stage four selects relief consistent with the legal grounds asserted. Stage five evaluates whether the remedy requires further proof or compliance with formal land procedures. The framework is a prescriptive analytical tool that can be applied on a case-by-case basis. It does not replace judicial evaluation, impose new requirements for contractual validity, or circumvent the statutory authority of PPATs or Land Offices.[23]

Recent scholarship from 2026 on buyer protection in disputes over land transfers identifies persistent problems when purchasers pay the price and take physical possession without first ensuring that the necessary documents are available. The study by Hapdi and colleagues also emphasizes the distinction between contractual breach and unlawful acts, while Tatulus examines the risks arising when the transfer of land rights is not completed.[24] Within this framework, not every land dispute should be pleaded as a demand to change the registered owner. The remedy must correspond to the legal relationship and the evidence actually available.

The analysis yields three principles. First, civil-law obligations are not equivalent to the completed proprietary consequences of a land transfer. Second, the informal form of an agreement does not relieve the claimant of proving its content and breach. Third, effective legal protection depends on the alignment of the legal grounds, supporting evidence, and enforceability of the remedy. These principles also define the limits of this article's originality: its contribution is not the discovery of a new legal rule but the systematic organization of legal considerations that can reduce improperly framed claims and uncertainty concerning the implementation of relief.

## 4. CONCLUSION

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[23] Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) Pasal 1865; Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik Pasal 5, sebagaimana diubah terakhir dengan Undang-Undang Nomor 1 Tahun 2024.

[24] Laras Medina Pranitiaz et al., "Perlindungan Hukum bagi Pembeli atas Tanah dalam Perjanjian Jual Beli: Studi Putusan Nomor 1990/K/Pdt/2025," *Notary Law Research* 7, no. 1 (2025): 109–21, https://doi.org/10.56444/nlr.v7i1.3299; Lalu Arian Hapdi et al., "Tinjauan Yuridis Perbuatan Melawan Hukum dan Wanprestasi dalam Jual Beli Tanah (Studi Putusan Nomor 41/Pdt.G/2020/PN Sel)," *Unizar Recht Journal* 2, no. 2 (2023), https://doi.org/10.36679/urj.v2i2.58; Edgar Bridge Tatulus, "Tinjauan terhadap Tanggung Jawab Para Pihak dalam Pembatalan Jual Beli Tanah karena Tidak Terlaksananya Suatu Proses Peralihan Hak atas Tanah," *Lex Privatum* 6, no. 10 (2018), https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/25854.

An oral land sale agreement may create binding contractual obligations if the applicable legal requirements are satisfied and the agreement can be proved. A finding of breach cannot rest solely on one party's assertion of nonperformance. It requires identification of the agreed duties, the conditions and timing of performance, the acts or omissions constituting nonperformance, and any legally relevant default. Either the seller or the buyer may be in breach, depending on the obligations each undertook. Nevertheless, proof of an oral agreement does not by itself establish that the requirements for transferring and registering land rights under Indonesian agrarian law have been met.

An injured party may pursue specific performance, termination or rescission where permitted, restitution, and damages, subject to the available legal grounds and evidence. Selecting relief requires a sequential assessment of the agreement, the duties undertaken, the breach, the remedy claimed, and the transaction's readiness to satisfy land-law formalities. The proposed five-stage framework emphasizes that effective relief depends not only on judicial recognition of an agreement or breach but also on an enforceable order that respects land-registration procedures. Parties should therefore document their agreements, preserve transaction records, and complete the necessary due diligence and execution of deeds before a PPAT whenever the law requires it.

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