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The Legal Validity of The Auction Record (Risalah Lelang) As Conclusive Evidence of Ownership

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Original Article

Abstract

Auctions serve as an important mechanism for transferring property rights and ensuring legal certainty in transactions. Nevertheless, their implementation continues to raise legal issues concerning procedural validity, the transfer of ownership, and the legal protection afforded to successful bidders. This study examines the legal framework governing auction procedures from the perspective of contractual legal relationships and analyzes the legal status and evidentiary value of the Auction Record (Risalah Lelang) as an authentic deed. This study employs a normative legal research method using statutory, conceptual, and case approaches, supported by an analysis of primary and secondary legal materials. The findings demonstrate that the legal validity of an auction depends on compliance with the requirements concerning the parties, the auction object, the seller's legal authority, and the prescribed auction procedures. The Auction Record carries evidentiary force with respect to its external, formal, and material aspects. It also serves as legal evidence of the acquisition of property rights and provides a legal basis for registering the transfer of ownership. This study concludes that legal certainty for successful bidders depends on the validity of the auction transaction, the legal status of the auctioned property, and compliance with the applicable requirements governing the delivery and registration of property rights.

Keywords: *Auction, Auction Record (Risalah Lelang), Authentic Deed, Legal Certainty*

Abstrak

Pelaksanaan lelang sebagai mekanisme pemindahtanganan hak memiliki peran penting dalam menjamin kepastian hukum transaksi, tetapi masih menyisakan persoalan mengenai keabsahan prosedur, peralihan kepemilikan, dan perlindungan pemenang lelang. Penelitian ini bertujuan mengkaji konstruksi hukum pelaksanaan lelang berdasarkan hubungan hukum perjanjian serta menganalisis kedudukan dan kekuatan pembuktian Risalah Lelang sebagai akta autentik. Penelitian menggunakan metode hukum normatif dengan pendekatan perundang-undangan, konseptual, dan kasus melalui analisis bahan hukum primer dan sekunder. keabsahan lelang bergantung pada pemenuhan persyaratan subjek, objek, kewenangan penjual, dan prosedur pelaksanaan. Risalah Lelang memiliki kekuatan pembuktian lahiriah, formal, dan material, serta berfungsi sebagai bukti perolehan hak dan dasar pendukung pendaftaran peralihan kepemilikan. Penelitian menyimpulkan bahwa kepastian hukum pemenang lelang memerlukan keabsahan transaksi, legalitas objek, dan pemenuhan ketentuan penyerahan serta pendaftaran hak.

Kata kunci: *Lelang, Risalah Lelang, Akta Autentik, Kepastian Hukum*

1. INTRODUCTION

National development is an ongoing process that extends beyond the pursuit of economic growth, requiring legal certainty, effective governance, and the optimal management of state assets. Law plays a strategic role in maintaining order in economic relations while safeguarding the civil rights of individuals and the public. One legal instrument that contributes significantly to these objectives is the auction. An auction is not merely a mechanism for selling goods to the highest bidder; it also functions as a legal instrument for promoting transactional transparency, facilitating the efficient transfer of assets, maximizing the economic value of property, and ensuring legal certainty in the transfer of ownership rights. Accordingly, auctions establish a direct connection between economic interests, public administration, and legal protection within the framework of civil law.

An auction constitutes a form of sale and purchase agreement that creates a legal relationship between the seller and the buyer, provided that the requirements established under applicable laws and regulations are satisfied.[1] This process entails specific legal consequences, particularly the transfer of rights over the auctioned property to the successful bidder upon fulfillment of the applicable payment obligations. However, the transfer of rights does not depend exclusively on the completion of payment. It also requires the validity of the auction procedure, the lawful exercise of authority by the auction official, the legal status of the auctioned property, and compliance with the administrative requirements governing the transfer of rights.[2] Therefore, legal certainty in auction transactions must be understood as a comprehensive concept encompassing procedural validity, the evidentiary value of relevant legal documents, and formal recognition of the successful bidder's rights.

In Indonesia, auction procedures are governed by the Vendu Reglement (Staatsblad 1908 No. 189), the Vendu Instructie (Staatsblad 1908 No. 190), and Minister of Finance Regulation No. 122 of 2023 concerning Guidelines for the Implementation of Auctions. These regulatory instruments establish the legal framework governing auction procedures, the authority of auction officials, and the mechanisms for conducting both conventional and electronic auctions. Nevertheless, compliance with formal procedural requirements does not necessarily guarantee that the successful bidder can effectively exercise or secure the rights acquired through the auction. Post-auction complications may arise, including lawsuits filed by third parties, objections raised by debtors, competing ownership claims, the blocking of land certificates, and administrative obstacles to the registration of ownership transfers.

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1 Cendikia Salwa Fadhillah Tristania et al., "Obstacles to the Winner of the Mortgage Rights Execution Auction to Receive the Auction Object in Real Time," *Warkat* 5, no. 1 (2025): 44–57, https://doi.org/10.21776/warkat.v5n1.4.

2 Aslan Noor et al., "Legal Analysis of Land Rights Transfer Mechanisms and Their Implications for Land Ownership in Indonesia," *Journal of Humanities and Social Studies* 10, no. 2 (2026): 1216–28.

The Auction Record (Risalah Lelang) occupies a fundamental position in the Indonesian legal system as an authentic deed prepared by an authorized auction official and documenting the legally relevant facts and circumstances surrounding the auction process. Under Article 1868 of the Indonesian Civil Code, a deed qualifies as an authentic deed when it is executed in the form prescribed by law, by or before a public official legally authorized to do so, and within the official's territorial jurisdiction. Accordingly, the Auction Record possesses substantial evidentiary value in establishing the occurrence and legal circumstances of an auction transaction.

Legal complications emerge when the evidentiary force of the Auction Record is considered alongside the need to recognize and protect ownership rights, particularly when the auctioned property remains subject to litigation or when ownership cannot yet be registered in the name of the successful bidder. Such circumstances highlight the need to examine the relationship between the legal implementation of auctions under civil law and the evidentiary status of the Auction Record in establishing the acquisition of ownership rights. Addressing this relationship is essential to ensuring substantive legal certainty and effective legal protection for successful bidders.

Scholarly discourse on auction procedures and the legal status of Auction Records has developed from several perspectives, particularly concerning the evidentiary force of authentic deeds, the transfer of ownership rights, and the legal protection afforded to successful bidders. Mangunsong's study on the implementation of auctions involving mortgage-secured collateral (hak tanggungan) at the Medan State Assets and Auction Service Office (Kantor Pelayanan Kekayaan Negara dan Lelang or KPKNL) demonstrates that the Auction Record constitutes an authentic deed with conclusive evidentiary force. The study also identifies several obstacles to auction implementation, including objections raised by debtors and third parties concerning possession of the auctioned property.[3] These findings illustrate that the evidentiary force of the Auction Record is closely connected to the legal protection afforded to successful bidders, particularly when auction proceedings give rise to competing legal interests or disputes over the auctioned property.

Furthermore, Sudiarto et al. (2021) examined the legal status of the Auction Record (Risalah Lelang) in the context of transferring land rights to foreign nationals, with particular reference to the principle of nationality under Indonesian agrarian law. Their study argues that although the Auction Record may serve as evidence of a transfer of rights, the acquisition of such rights must remain subject to the restrictions imposed on eligible legal subjects under applicable agrarian regulations. The evidentiary force of

[3] Irfan Hamzah Mangunsong, "Kekuatan Mengikat Risalah Lelang Terhadap Hak Tanggungan Bagi Pembeli Lelang Di Kantor Pelayanan Kekayaan Negara Dan Lelang (KPKNL) Medan," *Ilmu Hukum Prima (IHP)* 3, no. 2 (2020): 1–35, https://doi.org/10.34012/jihap.v3i2.1292.

the Auction Record cannot be considered independently of the substantive legal provisions governing the subjects and objects of ownership rights.[4]

Sujana and Syaifurrachman investigated legal certainty concerning the issuance of a replacement Auction Record in the auction of confiscated assets. Their findings emphasize that legal protection for successful bidders depends on the validity of the sale process and the legal authority of the institution conducting the auction.[5] Similarly, Pratami examined the annulment of an Auction Record following a lawsuit filed by a third party. The findings indicate that auction officials cannot necessarily be held legally liable for such annulments when the underlying causes fall outside their authority. Nevertheless, the successful bidder may consequently lose legal protection concerning ownership of the acquired property.[6] Taken together, these studies highlight unresolved issues regarding the allocation of legal liability and the adequacy of legal protection afforded to auction buyers.

Medi et al., in their study of a vehicle auction dispute involving the subsequent repossession of the auctioned vehicle by a financing company, demonstrate that the Auction Record can serve as evidence of the transaction and the buyer's acquisition of ownership under applicable law.[7] However, the case also illustrates how third-party claims arising after an auction can undermine legal certainty regarding the buyer's possession and ownership of the acquired property. Similarly, Yandi et al., through their analysis of Supreme Court Decision No. 2125 K/Pdt/2020, emphasize the importance of protecting good-faith purchasers in disputes over the ownership of auctioned assets.[8] Oroh et al. further argue that purchasers of assets auctioned through the enforcement of mortgage rights (hak tanggungan) require both preventive and remedial legal protection when confronted with lawsuits initiated by debtors or third parties.[9]

More recent scholarship published in 2026 has further explored the relationship between the authenticity of the Auction Record (Risalah Lelang) and the administrative processes governing the transfer of rights. Azzahra and Yunanto distinguish among the authentic-deed, rights-transfer, and registration functions of the Auction Record, while

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4 Sudiarto Sudiarto et al., "Kedudukan Akta Risalah Lelang Sebagai Bukti Peralihan Hak Milik Atas Tanah Bagi Warga Negara Asing," *Jatiswara* 36, no. 2 (2021): 149–62, https://doi.org/10.29303/jtsw.v36i2.282.

5 Robby Sujana and Syaifurrachman Syaifurrachman, "Analisis Pengganti Risalah Lelang Sebagai Legalitas Kepemilikan Pemenang Lelang Barang Rampasan," *Jurnal Pro Hukum: Jurnal Penelitian Bidang Hukum Universitas Gresik* 12, no. 2 (2023): 551–60, https://doi.org/10.55129/.v12i2.2694.

6 Clara Egia Pratami, "Perlindungan Terhadap Pemenang Lelang Yang Risalah Lelangnya Dibatalkan Oleh Putusan Pengadilan: Analisis Putusan Pengadilan Tinggi Nomor 247/Pdt/2018/Pt.Bdg Tanggal 23 Juli 2018," *Indonesian Notary* 2 (2020): 6.

7 Medi Medi et al., "Analisis Kedudukan Akta Risalah Lelang Sebagai Bukti Peralihan Hak Milik Atas Objek Kendaraan Roda Empat," *Akselerasi: Jurnal Ilmiah Nasional* 6, no. 3 (2024): 45–54, https://doi.org/10.54783/jin.v6i3.1064.

8 Muhammad Luthfi Yandi et al., "Perlindungan Hukum Terhadap Pembeli Beritikad Baik Sebagai Pemilik Atas Sengketa Objek Tanah Hasil Dari Penjualan Lelang: Studi Putusan Mahkamah Agung Nomor 2125 K/PDT/2020," *Jurnal Hukum Lex Generalis* 6, no. 9 (2025): 1–35, https://doi.org/10.56370/jhlg.v6i9.2249.

9 Andika Natanael Oroh et al., "Perlindungan Hukum Terhadap Pembeli Lelang Eksekusi Hak Tanggungan Yang Tidak Dapat Menempati Objek Lelang Dikarenakan Adanya Perlawanan Hukum Dari Debitur," *Themis : Jurnal Ilmu Hukum* 2, no. 2 (2024): 74–82, https://doi.org/10.70437/themis.v2i2.890.

identifying obstacles arising from regulatory inconsistencies and administrative practices in land registration.[10] In addition, through an examination of Supreme Court Decision No. 441 PK/PDT/2023, Shidiq et al. emphasize the importance of enforcing judicial decisions to ensure the issuance of land certificates for rights acquired through auctions.[11]

Although previous studies have examined the authenticity of Auction Records, the protection of good-faith purchasers, auction annulments, and the registration of land rights, limited scholarly attention has been devoted to an integrated analysis of auction implementation from a civil law perspective and the evidentiary status of the Auction Record as proof of ownership. This gap is particularly significant because the legal validity of an auction transaction, the transfer of rights, the evidentiary force of an authentic deed, and the formal recognition of ownership are interrelated but legally distinct matters. Accordingly, the originality of this study lies in developing an integrated juridical analysis of the relationship among these four dimensions to clarify the extent to which a valid Auction Record can establish and support the legal certainty of ownership acquired through an auction.

Against this background, this study examines the legal construction of auction implementation as a mechanism for transferring rights within the framework of contractual legal relationships, focusing on the requirements for procedural validity and the resulting legal consequences for the transfer of ownership of auctioned assets. Furthermore, it analyzes the legal status and evidentiary force of the Auction Record (Risalah Lelang) as an authentic deed, particularly its capacity to establish and substantiate the rights of successful bidders over property acquired through legally valid auction proceedings.

2. RESEARCH METHODOLOGY

This study employs a normative legal research method using statutory, conceptual, and case approaches. The statutory approach examines and analyzes the regulatory framework governing auction procedures from a civil law perspective, particularly the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata), the *Vendu Reglement*, the *Vendu Instructie*, Minister of Finance Regulation No. 122 of 2023, and other relevant legislation governing the transfer of ownership rights. The conceptual approach is used to develop legal arguments concerning auctions as a mechanism for transferring rights,

[10] Hafis Diva Azzahra and Yunanto Yunanto, "Risalah Lelang Dan Peralihan Hak Atas Tanah: Analisis Yuridis Terhadap Validitas, Pendaftaran, Dan Kepastian Hukum," *Intellektika : Jurnal Ilmiah Mahasiswa* 4, no. 4 (2026): 100–117, https://doi.org/10.59841/intellektika.v4i4.4127.

[11] Imam Muhamad Shidiq et al., "Perlindungan Hukum Terhadap Pemenang Lelang Atas Permasalahan Penerbitan Sertipikat Tanahnya," *Jurnal Surya Kencana Dua: Dinamika Masalah Hukum Dan Keadilan* 13, no. 1 (2026): 1–17, https://doi.org/10.32493/SKD.v13i1.y2026.61875.

the legal status of the Auction Record (Risalah Lelang) as an authentic deed, its evidentiary force, and the legal protection afforded to successful bidders.

The case approach involves examining relevant judicial decisions to identify how applicable legal provisions are interpreted and applied, as well as to analyze judicial reasoning in disputes concerning the ownership of auctioned property. The legal materials used in this study consist of primary, secondary, and tertiary legal sources collected through library research. These materials are analyzed qualitatively using grammatical and systematic interpretation, complemented by deductive reasoning. This analytical process aims to formulate prescriptive legal conclusions concerning legal certainty in auction proceedings and the evidentiary status of the Auction Record as proof of ownership.

3. RESEARCH RESULT AND DISCUSSION

3.1. The Legal Framework Governing Auctions as a Mechanism for the Transfer of Rights

An execution auction is fundamentally a mechanism for selling property that possesses distinctive legal characteristics while remaining grounded in the general principles of contract law. These characteristics include the involvement of an authorized auction official (pejabat lelang) acting in an official capacity, an open competitive bidding process, the requirement that both the parties and the auctioned property satisfy applicable legal requirements, and the issuance of an Auction Record (Risalah Lelang), an authentic deed documenting the occurrence and legally relevant circumstances of the auction. Accordingly, an auction should not be understood merely as an administrative procedure for selling property but rather as a series of legal acts that establish private legal relationships and ultimately facilitate the transfer of ownership rights.[12]

The legal framework governing auctions is fundamentally connected to the concept of a sale and purchase agreement under Article 1457 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata), which defines a sale and purchase as an agreement whereby one party undertakes to deliver an item, while the other undertakes to pay the agreed-upon price. Furthermore, Article 1458 of the Indonesian Civil Code provides that a sale and purchase is deemed concluded once the parties have reached an agreement on the item and its price, notwithstanding that delivery has not yet occurred or payment has not yet been made.

In an auction, this agreement is formed through a regulated bidding process that culminates in the designation of the successful bidder. This designation represents the outcome of a competitive bidding procedure conducted in accordance with the

[12] Ulisy Syarifati and Rahmatul Hidayati, "The Urgency of Forming Auction Law to Support Legal Certainty for Auction Officials Through Online Auctions," *Sosioedukasi: Jurnal Ilmiah Ilmu Pendidikan Dan Sosial* 15, no. 2 (2026): 3244–57, https://doi.org/10.36526/sosioedukasi.v15i2.8475.

applicable auction requirements, including the determination of a reserve price (harga limit). Although the formation of a sale and purchase agreement through an auction differs procedurally from that of an ordinary private transaction, it nevertheless establishes a legally binding relationship between the seller and the buyer governed by the principles of civil law.

The designation of the successful bidder is therefore not merely the outcome of competition over price; it constitutes a legal event that generates rights and obligations for the parties involved. The validity of an auction transaction must be assessed in light of the subjective and objective requirements established under Article 1320 of the Indonesian Civil Code. The subjective requirements concern the mutual consent and legal capacity of the parties, whereas the objective requirements relate to the existence of a sufficiently identifiable object and a lawful cause. In the context of auctions, the fulfillment of these requirements also entails examining the legal authority of the seller or the party requesting the auction, the legal basis for the execution, the legal status of the auctioned property, and compliance with the applicable administrative regulations.

Article 20 of the Vendu Reglement (Auction Regulation) provides an additional legal foundation by requiring the auction official to verify the legality of the parties and the auctioned property before the auction is conducted. Such verification should not be regarded merely as an administrative formality; rather, it constitutes a preventive legal safeguard designed to ensure that the property being auctioned satisfies the applicable legal requirements and that the party requesting the auction possesses the requisite legal authority. These requirements also establish boundaries on the exercise of contractual freedom under Article 1338 of the Indonesian Civil Code, which recognizes the binding force of agreements while requiring their implementation to remain consistent with applicable laws, public order, and morality.

The auction official plays an essential role in ensuring the legal validity of the process through which rights are transferred. The requirement that an authorized auction official conduct the proceedings demonstrates that auction transactions are not left entirely to the discretion of the parties, as may occur in ordinary private sales. Instead, the auction official performs a public function by ensuring transparency throughout the bidding process, supervising compliance with established procedures, and formally documenting the legally relevant events occurring during the auction. The official's involvement therefore provides an institutional safeguard for the integrity and legal accountability of the transaction.

Restrictions on the participation of certain parties in auctions, including those previously stipulated under Article 77 of Minister of Finance Regulation No. 27/PMK.06/2016, further demonstrate that the independence and integrity of auction proceedings are essential to the legal legitimacy of the transaction. These restrictions are intended to prevent conflicts of interest, undue influence, and abuse of authority that

could compromise the fairness of the bidding process and undermine equal opportunities among prospective bidders.

A legally valid auction establishes a legal relationship under which the seller is obligated to deliver the auctioned property, while the successful bidder acquires the right to obtain the property upon fulfilling the applicable payment obligations.[13] It is essential to distinguish among the formation of a sale and purchase agreement, the delivery or transfer of rights, and the physical possession of the property. Although these three legal stages are interconnected, they do not necessarily occur simultaneously. Article 1458 of the Indonesian Civil Code governs the formation of a sale and purchase agreement, whereas the provisions on delivery under Articles 612 and 616 of the Civil Code, together with the relevant provisions of agrarian law, regulate the mechanisms for transferring property according to its legal characteristics.

Winning an auction and paying the full purchase price do not necessarily signify the completion of the entire process of transferring ownership rights. This distinction is particularly important in transactions involving land, for which the transfer of rights must be registered in accordance with the applicable land registration requirements. Recognizing these distinctions prevents the conflation of physical possession (bezit), the buyer's contractual rights, and full ownership, the latter of which requires compliance with the specific transfer requirements established under property and agrarian law.

Furthermore, the Auction Record (Risalah Lelang) serves as an evidentiary instrument connecting the procedural validity of an auction with the legal consequences arising from the transaction. As an authentic deed under Article 1868 of the Indonesian Civil Code, the Auction Record possesses the evidentiary force recognized under Article 1870, provided that the statutory requirements for authenticity are satisfied. The document formally records the identities of the parties, the auctioned property, the bidding process, the final auction price, and the designation of the successful bidder.

The Auction Record performs two essential legal functions: it establishes evidence that the auction transaction has occurred and provides a documentary basis for the subsequent transfer of rights in accordance with the regulations governing the particular type of property. Nevertheless, the evidentiary force of an authentic deed does not automatically remedy preexisting legal defects affecting the auctioned property or the seller's legal authority to dispose of it. Where fundamental procedural irregularities or violations of legally protected third-party rights are subsequently established, the validity of the auction and its resulting legal consequences may remain subject to judicial review.

These findings are consistent with Pratami, who demonstrates that the annulment of an Auction Record (Risalah Lelang) following a third-party claim may create

[13] Ayup Suran Ningsih et al., "Re-Evaluation of Creditor Protection in Mortgage Enforcement: The Legal Perspectives of the Auction Enforcement of Mortgage Objects Under the Indonesian Law," *Masalah-Masalah Hukum* 54, no. 3 (2025): 446–61, https://doi.org/10.14710/mmh.54.3.2025.446-461.

significant legal protection issues for the successful bidder.[14] Mangunsong likewise confirms the evidentiary force of the Risalah Lelang as an authentic deed while identifying practical obstacles that may prevent buyers from obtaining possession of auctioned property.[15] Similarly, Yandi, Sutiarnoto, and Suhaidi emphasize the importance of protecting good-faith purchasers in disputes concerning the ownership of auctioned assets.[16] The present study extends these findings by positioning the contractual legal relationship as the primary analytical foundation. From this perspective, legal protection for purchasers should not be addressed solely after a dispute has arisen; rather, it must be incorporated from the outset through verification of the legal capacity and authority of the parties, the legal status of the auctioned property, the seller's authority to dispose of it, and compliance with the applicable auction procedures.

The legal framework governing auctions therefore encompasses the formation of a sale and purchase agreement, compliance with procedural validity requirements, delivery of the auctioned property, and documentary substantiation of the transfer of rights through the Risalah Lelang. An auction conducted in accordance with applicable legal requirements not only establishes a valid transaction but also provides the legal foundation for protecting the rights of the successful bidder. Consequently, legal certainty cannot be assessed solely on the basis of procedural compliance or the issuance of an Auction Record. Rather, it must also be reflected in the formal recognition of the acquired rights, the actual delivery of the property, and the purchaser's ability to exercise and defend those rights against competing claims. This legal framework demonstrates that auctions possess both private-law and public-law dimensions, which operate together to ensure legal certainty in the transfer of ownership rights.

3.2. The Legal Status and Evidentiary Force of the Auction Record (Risalah Lelang) as an Authentic Deed in Establishing the Rights of Successful Bidders over Lawfully Acquired Property

The Auction Record (Risalah Lelang) occupies a significant position in Indonesian law, functioning not merely as documentation of auction proceedings but also as an authentic deed providing evidence of a legally significant event, namely, a sale transaction and the formal designation of the successful bidder. Its legal status is closely associated with the characterization of auctions as a specifically regulated contractual arrangement (nominaat contract), governed by the provisions of the *Vendu Reglement*

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[14] Pratami, "Perlindungan Terhadap Pemenang Lelang Yang Risalah Lelangnya Dibatalkan Oleh Putusan Pengadilan: Analisis Putusan Pengadilan Tinggi Nomor 247/Pdt/2018/Pt.Bdg Tanggal 23 Juli 2018."

[15] Mangunsong, "Kekuatan Mengikat Risalah Lelang Terhadap Hak Tanggungan Bagi Pembeli Lelang Di Kantor Pelayanan Kekayaan Negara Dan Lelang (KPKNL) Medan."

[16] Yandi et al., "Perlindungan Hukum Terhadap Pembeli Beritikad Baik Sebagai Pemilik Atas Sengketa Objek Tanah Hasil Dari Penjualan Lelang: Studi Putusan Mahkamah Agung Nomor 2125 K/PDT/2020."

(Auction Regulation) while remaining subject to the general principles of contract law under the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata). In this regard, the Auction Record serves as a legal instrument connecting the validity of an auction transaction with the establishment and protection of the civil rights acquired by the successful bidder.

The characterization of auctions as specifically regulated contractual arrangements is supported by Article 1319 of the Indonesian Civil Code, which provides that all agreements, whether specifically designated by law or otherwise, are subject to the general provisions governing contractual obligations. Although the Civil Code does not expressly establish auctions as an independent category of contract, their specific legal framework is regulated separately under the *Vendu Reglement*. In substantive terms, an auction constitutes a specialized form of sale in which a seller and prospective purchasers participate in an open competitive bidding process or another mechanism prescribed by applicable regulations.[17]

Agreement on the auctioned property and its price is established through a legally valid bidding process culminating in the designation of the successful bidder. Consequently, the legal relationship between the seller and the successful bidder generates reciprocal rights and obligations that must be fulfilled in accordance with civil law principles and applicable auction regulations. The Auction Record therefore serves a broader function than simply documenting the proceedings; it formally records the legal event that establishes the basis for the purchaser's claims to the rights acquired through the auction.

The authenticity of the Auction Record is determined by compliance with the requirements established under Article 1868 of the Indonesian Civil Code. Specifically, the deed must be executed in the form prescribed by law, by or before a legally competent public official, and within the scope of that official's authority. An auction official exercises public authority in conducting the auction, validating the bidding results, recording the identities of the parties, and preparing the Auction Record as an official legal instrument. The official's role extends beyond administrative functions, as it also provides institutional legitimacy to the documentation of legally relevant events occurring throughout the auction process.

An auction application submitted by a seller through the State Assets and Auction Service Office (Kantor Pelayanan Kekayaan Negara dan Lelang or KPKNL), together with the required supporting documentation, forms part of the preliminary legal verification process conducted before the auction takes place. Accordingly, the authenticity of the Auction Record depends on both the legal competence of the official who prepares it and compliance with the statutory requirements governing its execution. Any violation of the official's authority or the applicable formal requirements may

[17] Kristijan Poljanec, *Legal Theory of Auction*, 1st ed. (Routledge, 2022), https://doi.org/10.4324/9781003318583.

provide grounds for challenging the deed's authenticity or evidentiary status in accordance with applicable law.

The evidentiary force of the Auction Record encompasses three dimensions: external, formal, and material evidentiary force.[18] External evidentiary force concerns the deed's capacity to establish its status as an authentic instrument based on its prescribed form and legally recognized characteristics. Formal evidentiary force establishes that information concerning the time and place of the auction, the identities of the parties, and the procedural acts performed during the proceedings has been officially recorded by the auction official acting within the scope of the official's authority.

Material evidentiary force, in turn, concerns the substantive truth of the legal events and statements documented in the deed, insofar as they fall within the evidentiary scope afforded to an authentic instrument. These three dimensions confer substantial evidentiary force on the Auction Record as written evidence, consistent with Article 1870 of the Indonesian Civil Code. Nevertheless, the characterization of an authentic deed as having full or conclusive evidentiary force does not render its contents entirely immune from challenge. Interested parties may still introduce counterevidence or establish the existence of legal defects through the procedures recognized under civil procedural law.

The Auction Record also has significant legal implications for establishing and administering the transfer of rights over both movable and immovable property. With respect to movable property, the Auction Record serves as an authentic documentary record establishing that the auction transaction occurred and that a particular bidder was declared successful, subject to the applicable legal requirements governing the actual delivery of the property. In the context of land rights, an official excerpt of the Auction Record (Kutipan Risalah Lelang) serves as a supporting document for registering the transfer of rights, as provided under Article 41 of Government Regulation No. 24 of 1997 concerning Land Registration.

These provisions underscore the importance of auction documentation as a legal basis for registering the transfer of rights through the auction mechanism. In this regard, a distinction must be drawn between the evidentiary function of the Auction Record (Risalah Lelang) and its role in the registration of rights. The Auction Record provides evidence that an auction transaction has taken place and serves as a supporting legal document for the registration process. Registration, in turn, establishes administrative certainty concerning the identity of the new rights holder. Although the issuance of an Auction Record constitutes an essential step in the acquisition of rights through an

[18] Dewi Tjandraningsih, "The Authenticity of Auction Minutes Drawn Up by A Notary Acting as A Class II Auction Official Within the Indonesian Auction System," *Law Development Journal* 8, no. 3 (2026): 1093–115, https://doi.org/10.30659/ldj.8.3.1093-1115.

auction, it does not necessarily fulfill all the legal and administrative requirements for the formal transfer or registration of rights over a particular asset.

The evidentiary force of the Auction Record provides the successful bidder with a significant legal basis for defending acquired rights against lawsuits or claims brought by third parties. However, the extent of this protection depends on the validity of the auction proceedings, the seller's legal authority, the legal status of the auctioned property, and the good faith of the purchaser. The designation of an individual as the successful bidder does not automatically extinguish legally substantiated third-party rights. Furthermore, the liability of an auction official or the institution responsible for organizing the auction must be assessed in light of the source and scope of their respective legal authority, the nature of the alleged violation, and the causal relationship between the conduct in question and the resulting harm. An auction official cannot automatically be held liable for every dispute involving auctioned property, particularly when the underlying problem arises from defects in ownership or actions undertaken by the seller beyond the scope of their legal authority.

These findings are consistent with Mangunsong, who establishes that the Auction Record constitutes an authentic deed with full evidentiary force,[19] and Medi et al., who demonstrate its function as evidence of a transaction and as a documentary basis for establishing ownership of vehicles acquired through auctions.[20] They also correspond with the findings of Azzahra and Yunanto, who distinguish among the authentic-deed, rights-transfer, and registration functions of the Auction Record within the framework of land law.[21] Nevertheless, the present study advances the existing literature by examining the three dimensions of an authentic deed's evidentiary force as an integrated analytical framework for explaining the relationship among transactional validity, the substantiation of the successful bidder's rights, and the administrative recognition of ownership transfers. From this perspective, the legal force of the Auction Record must be understood in functional terms, taking into account the characteristics of the property concerned and the applicable legal mechanisms governing the transfer of rights.

The Auction Record therefore constitutes an authentic deed that provides substantial evidentiary support for establishing the occurrence of an auction transaction and the designation of the successful bidder. It serves as an instrument for substantiating the legal basis of the acquisition of rights, protecting the purchaser's civil interests, and supporting the registration of ownership transfers. The effectiveness of the resulting legal protection depends not merely on the existence of the Auction Record but also on

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[19] Mangunsong, "Kekuatan Mengikat Risalah Lelang Terhadap Hak Tanggungan Bagi Pembeli Lelang Di Kantor Pelayanan Kekayaan Negara Dan Lelang (KPKNL) Medan."

[20] Medi et al., "Analisis Kedudukan Akta Risalah Lelang Sebagai Bukti Peralihan Hak Milik Atas Objek Kendaraan Roda Empat."

[21] Azzahra and Yunanto, "Risalah Lelang Dan Peralihan Hak Atas Tanah."

the validity of the auction proceedings, the legal status of the auctioned property, the seller's authority to dispose of it, and compliance with the applicable requirements governing the transfer of rights.

Accordingly, the Auction Record should be understood as an authentic evidentiary instrument that connects transactional certainty with legal certainty concerning the rights acquired, rather than as a document that automatically eliminates the possibility of subsequent ownership disputes. This framework reinforces the argument that effective legal protection for successful bidders requires an integrated application of civil law, the law of evidence, and the administrative regulations governing the registration of property rights.

4. CONCLUSION

An auction constitutes a specialized mechanism for the sale and purchase of property that establishes a legal relationship between the seller and the successful bidder through a legally valid bidding process. Its validity depends on compliance with the legal requirements governing the parties, the auctioned property, the seller's authority, and the prescribed auction procedures. The subsequent transfer of rights must also comply with the applicable requirements for delivery and registration, taking into account the specific legal characteristics of the property concerned. As an authentic deed under Articles 1868 and 1870 of the Indonesian Civil Code, the Auction Record (Risalah Lelang) possesses external, formal, and material evidentiary force. It provides a legal basis for establishing the acquisition of rights and serves as supporting documentation for registering the transfer of ownership. Nevertheless, legal certainty for successful bidders does not depend solely on the issuance of the Auction Record; it also requires the validity of the auction transaction and the legal certainty of the property being auctioned.

This study contributes to the development of legal protection for auction purchasers by demonstrating that the evidentiary force of the Auction Record must be assessed in conjunction with the validity of the underlying transaction and compliance with the substantive and administrative requirements governing the transfer of rights. The study is limited by its reliance on normative legal materials and a selection of judicial decisions, which may not fully capture the practical implementation of legal protection in auction proceedings. Accordingly, regulatory harmonization, more rigorous verification of the legal status of auctioned property, and the development of effective protection mechanisms for good-faith purchasers are necessary. Future research should incorporate empirical investigations into the implementation of such protections in judicial practice and land administration to provide a more comprehensive understanding of the relationship between the evidentiary force of the Auction Record and the realization of ownership rights.

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