

## Settlement of Inherited Land Disputes Due to Transfer of Rights on the Basis of Sale and Purchase

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**Abstract.** *This study aims to analyze: 1) Legal protection for heirs in disputes over the sale and purchase of inherited land sold by adopted children without the consent of the heirs intestato. 2). The judge's considerations in determining the decision to settle inherited land disputes as a result of the transfer of rights on the basis of sale and purchase in decision number: 01/Pdt.G/2013/PN.TGL. The approach method used in this research is a normative juridical approach. The specification of the research used is descriptive analytical research. Type of data using secondary data. The data analysis method used in this research is descriptive qualitative analysis. The results of the study concluded: 1) Legal protection for heirs in disputes over the sale and purchase of inherited land sold by adopted children without the approval of intestato heirs, namely that can be realized through complaints to the National Land Agency (BPN) and by filing lawsuits in court. If it is proven that there is an element of forgery and an element against the law, the judge will cancel the sale and purchase. The cancellation of the deed of sale and purchase is a form of repressive protection given to the heirs of inherited land that is sold without the consent of the heirs intestato. 2) The judge's considerations in determining the decision to settle an inherited land dispute as a result of the transfer of rights on the basis of sale and purchase in the decision number: 01/Pdt.G/2013/PN.TGL, namely the basis for the judge's consideration has fulfilled justice for the land owner because the intestato heirs have property rights of the land and the heirs may not be harmed. The deed of sale and purchase of the object of the dispute is proven to have violated a person's subjective rights as well as decency, as stipulated in Article 1365 of the Civil Code, and therefore the Defendants here have committed an unlawful act.*

*Keywords: Buy; Dispute; Inheritance.*

## 1. Introduction

Land is a gift for mankind on earth that comes from God Almighty. From birth to death humans need the existence of land. Land and humans cannot be separated, humans live and develop and carry out their daily activities on the land. Humans mostly depend on land, because land is a source of livelihood and livelihood for humans.<sup>1</sup>Land plays a central role in Indonesian life and economy. The rise of development in various fields of life has caused land to become a commodity that has very high economic value and is difficult to control.<sup>2</sup>

One of the legal actions in the transfer of ownership of rights to land and or buildings that is most often carried out by the community is through inheritance. Recognition of the legal protection of the heir's property rights has not progressed smoothly. This is because the inheritance law that applies in Indonesia in its implementation has not been able to effectively provide protection for heirs. Not yet effectiveLegal protection for heirs can be seen in disputes over the sale and purchase of land objects of inheritance carried out by parties who are not heirs unlawfully, this makes heirs who even have received a court order must file a lawsuit against the party selling the land. inheritance without rights and sued civilly, the buying parties who have controlled the inherited land obtained unlawfully without clear rights as well.<sup>3</sup>This situation causes the heirs to take a long time and a lot of money during the judicial process for claims for inheritance of land ownership.

Buying and selling can be said to be valid if the conditions and pillars are met. The law on the sale of inheritance is the same as the law on sales in general. The inheritance in question is an inheritance that is clear, that is, the rights of the inheritor have been implemented. After the heir's rights are implemented, the heir's obligations are carried out. The obligation of the heir here means that the inheritance of the heir automatically passes to the heirs. All heirs must receive a share of the inheritance according to their respective shares. If the heirs have

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<sup>1</sup>Radhite Oryza Fea, Dyara (2018). Land Management Guide. The House and Permits. Yogyakarta: Legality. p. 1

<sup>2</sup>Sutedi, Adrian (2018). Transfer of Land Rights and Registration thereof. Jakarta: Sinar Graphics. p. 22

<sup>3</sup>Husien, Syarief and Khisni, Akhmad. Islamic Inheritance Law in Indonesia (Study of the Development of Inheritance Law in Compilations of Islamic Law and Practice in Religious Courts). Deed Journal. Vol. 5 No. March 1, 2018. p. 76

received their respective shares, then the heirs are free and entitled to the property.<sup>4</sup>

The sale and purchase of land rights must be carried out before the Land Deed Making Officer (PPAT), this is done to prove that there has been a sale and purchase transaction of land rights. PPAT is a public official who has the authority to draw up a deed of transfer of land rights and other deeds in the framework of encumbrance of land rights, the form of which has been determined as proof that certain legal actions have been taken. The PPAT's authority based on Government Regulation Number 24 of 2016 Amendment to Government Regulation Number 37 of 1998 is to make authentic deeds regarding certain legal actions regarding land rights or ownership rights to apartment units. The legal action as referred to is buying and selling.<sup>5</sup>

Article 1868 of the Civil Code states that an authentic deed is a deed which in the form determined by law is made by or before a public official in charge for that at the place where the deed was made. The PPAT deed is made by the PPAT who is appointed by the Head of the Land Agency. The transfer of rights to land and/or buildings through buying and selling must be proven by an authentic deed called the Deed of Sale and Purchase (AJB) drawn up by the Land Deed Making Officer (PPAT) or Notary. Deed of sale and purchase is a document that proves the occurrence of a sale and purchase transaction between the seller and the buyer.

Disputes over the sale and purchase of inherited land occurred in Tegal City, as in the case of decision Number: 01/Pdt.G/2013/PN.TGL, where an adopted child sold inherited land without the approval of the legal heirs. This was discovered by the Plaintiff (Mrs. SA) during mediation at the Tegal City Land Office, it was proven that there was engineering and "playing" in the transfer of rights other than without a valid legal basis, without the knowledge and permission of the Plaintiff or the late Plaintiff's father. R, also contains falsification where the object of dispute 1, SHM No. 360 were recorded on behalf of RS as having transferred their rights/traded with the 1996 Deed of Sale and Purchase, even though the original owner had died in 1982. The case above shows that in terms of protection of heirs' rights to inheritance in this country it is still weak, there

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<sup>4</sup>Rialzi, Maulana Analysis of Cases Regarding the Sale and Purchase of Undivided Inherited Land. Publication Journal. <https://media.neliti.com/media/publications/164819-ID-analysis-case-about-jual-beli-tanah-w.pdf>. accessed on October 20, 2022. At 10.00 WIB

<sup>5</sup>Prasasti, Inicafony & Yunanto. Execution of the Deed of Sale and Purchase of Evidence of Letter C by the District Head as the Temporary Land Deed Making Officer in the Tirtomoyo District. Notary Journal. Vol. 14 No. 1 of 2021. p. 255

are legal loopholes and practices Transactional legal bureaucracy makes inheritance, especially land, easy to sell by parties who are not heirs to third parties.<sup>6</sup>In connection with the above issues, the author feels the need to discuss more deeply about "Settlement of Inherited Land Disputes Due to Transfer of Rights on the Basis of Sale and Purchase (Decision Study Number: 01/Pdt.G/2013/PN.TGL)."

## **2. Research Methods**

The approach method in this study is a normative juridical approach, the research specifications used are analytical descriptive research. Type of data using secondary data. Collecting data with literature study method. The data analysis method used is descriptive qualitative analysis.

## **3. Results and Discussion**

### **3.1. Legal Protection for Heirs in Disputes of Sale and Purchase of Inherited Land Sold by Adopted Children Without the Approval of Intestato Heirs**

Legal protection is all efforts to fulfill rights and provide assistance to provide a sense of security to witnesses and/or victims, which can be realized in forms such as through restitution, compensation, medical services, and legal assistance.<sup>7</sup>According to Setiono, legal protection is an action or effort to protect society from arbitrary actions by authorities that are not in accordance with the rule of law, to create order and peace, so as to enable humans to enjoy their dignity as human beings.<sup>8</sup> Satjipto Raharjo argued that legal protection is to provide protection for human rights (HAM) that are harmed by other people and that protection is given to the community so that they can enjoy all the rights granted by law,<sup>9</sup>because according to him, the nature as well as the purpose of law is to provide protection (protection) to the community, which must be

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<sup>6</sup>Setyawat, Umi. Murdianto, Antonius Iwan. and Purnawan, Amin. Deed of Confirmation of Inheritance as a Substitute for Certificate of Inheritance in Transfer of Inheritance Management at the Semarang City Land Office. Deed of Affirmation of Inheritance Certificate as a Substitute for Certificate of Inheritance in Transfer of Inheritance Management at the Semarang City Land Office. Deed Journal. Vol. 5 No. January 1, 2018. p. 37

<sup>7</sup>Soekanto, Soerjono. (1984). Introduction to Legal Research. Jakarta: UIPress. p. 133

<sup>8</sup>Setiono. (2004). Rule Of Law (Supremacy of Law). Surakarta: Postgraduate Master of Law in Sebelas Maret University. p. 3

<sup>9</sup>Raharjo, Satjipto, (2000). Legal studies. Bandung: Citra Aditya Bakti. p. 53

realized in the form of legal certainty. Legal protection is an action for preventive and repressive nature.<sup>10</sup>

Legal protection in Indonesia is still weak, such as in terms of inheritance, because there is still a transfer of land rights through inheritance which does not involve all heirs. According to Article 1 Paragraph (1) Government Regulation of the Republic of Indonesia Number 111 of 2000 concerning Imposition of Fees for Acquisition of Land and Building Rights Due to Inheritance and Wills, it is explained that Acquisition of rights due to inheritance is the acquisition of rights to land and/or buildings for heirs from heirs, takes effect after the testator dies. When the heir has died, it means that the land rights have been transferred to the heirs.<sup>11</sup>In Islamic inheritance law, the concept of appointing or appointing heirs (*erfstelling*) is not recognized. There is only a gift from one person to another which applies when the giver dies. Giving in special circumstances like this is known as a will. In the Civil Code inheritance law is called a testamentary grant or commonly known as *legaat*.<sup>12</sup>To sell land from inheritance distribution, it is obligatory for all heirs to agree to sell the land. If one of the heirs disagrees with the plan to sell the land, then the legal action of buying and selling cannot be carried out, because the certificate contains all the names of the heirs holding legal land rights, and also the PPAT/Notary must refuse to make a deed. buying and selling.<sup>13</sup>

Currently there are many sales of inherited land without the consent of other heirs. Therefore, settlement of land disputes can be resolved by means of litigation and non-litigation. In this study, the authors take the example of the transfer of land rights through inheritance which does not involve all heirs as stated in the decision of the Tegal District Court. Number: 01/Pdt.G/2013/PN.TGL, where an adopted child (Defendant) sells inherited land without the approval of the legal heirs (*intestasto*). Based on the case in Decision Number: 01/Pdt.G/2013/PN.TGL, all action the law carried out by the Defendants in carrying out the sale and purchase and transfer of rights over the Object of the Dispute along with subsequent legal actions which are without legal basis and contain forgery or fraud are acts against the law which are very detrimental to

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<sup>10</sup>M. Hadjon, Phillipus. (1987). *Legal Protection for Indonesian People*. Surabaya: Bina Ilmu.p.2

<sup>11</sup>Farahdillah, Puspita and Marpaung, Devi Siti Hamzah. *Efforts to Settle the Sale and Purchase of Inherited Land Dispute Without the Approval of All Heirs Through Mediation*. JUSTITIA : Journal of Law and Humanities. Vol. 9 No. 1 of 2022. p. 382

<sup>12</sup>Muliana & Khishni, Akhmad. *Legal Consequences of Wills Grant Deed Violating the Absolute Rights of Heirs (Legitieme Portie)*. Deed Journal. Vol. 4 No. December 4, 2017. p. 739

<sup>13</sup>Musta'in & Sukarmi. *Implementation of Registration of Land Ownership Certificates in the Distribution of Inheritance and Problems at the Semarang City Land Office*. Deed Journal. Vol. 4 No. 2 June 2017. p. 138

the Plaintiff. This shows that legal protection for heirs, in this case intestate heirs, is still very weak.

Decision Number: 01/Pdt.G/2013/PN.TGL states that the sale and purchase of the disputed object 1 vide Deed of Sale and Purchase No. 299/MGD/IX/1996 dated September 21, 1996 between R - SR and AK - M and sale and purchase deed No. 300/MGD/IX/1996 dated 21 September 1996 between R – SR and S – Kh which was signed by the late Alm. ET as the PPAT of the Margadana Subdistrict Head which is carried out without legal rights is flawed, invalid, null and void. This decision also states that the Deed of Sale and Purchase No. 72/JB/MG/08/1999 dated 20 August 1999 on SHM No. 1561 made by Notary / PPAT EP, between Ak – M and Mrs. S without legal rights is disabled, invalid, and null and void with all the legal consequences.

Based on Philipus M. Hadjon's theory of legal protection, the cancellation of a sale and purchase deed by a judge's decision is a form of repressive protection given to intestate heirs by laws and regulations. Moreover, it is a representation of the function of the law itself to provide justice, order, certainty, benefit and peace. With the cancellation of the deed of sale and purchase, the judge also demanded that all the Defendants hand over the object of the dispute to the Plaintiff (intestate heirs).

Repressive protection can be obtained by heirs of intestates through complaints via lawsuit courts both criminal and civil lawsuits. In the Criminal Code relating to the sale of inherited assets, especially inherited land sold by heirs, does not involve the approval of other heirs that can be entangled with criminal sanctions. This is as explained in Article 372 of the Criminal Code regarding embezzlement and also Article 385 of the Criminal Code relating to land grabbing.

### **3.2. Considerations of Judges in Determining Decisions on Settlement of Inherited Land Disputes Due to Transfer of Rights on the basis of Sale and Purchase in Decision Number 01/Pdt.G/2013/PN.TGL**

A case/dispute can be submitted by a party who feels aggrieved to the court to obtain a settlement or resolution.<sup>14</sup>Based on the theory of dispute resolution, settlement of shari'ah economic disputes based on Islamic tradition can be done through *al sulh* (peace), *tahkim* (arbitration) and *Wilayat al Qadha* (judicial power).

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<sup>14</sup>Sri Hartini, Setiati Widiastuti, and Iffah Nurhayati. Execution of Judges' Decisions in Civil Disputes at the Sleman District Court. *Civic Journal*. Vol. 14 No. October 2, 2017. Faculty of Social Sciences, Yogyakarta State University. 2017. Yogyakarta. p. 128

<sup>15</sup> As in the Decision of the Tegal District Court Number 01/Pdt.G/2013/PN.TGL, the plaintiff stated that the land that was the object of the dispute was the land inherited from the late Alm. parents (Mr. R and Mrs. SR) and siblings (Hj. A). The plaintiff also stated that after the death of his parents and siblings, the plaintiff was the only heir because his siblings during their marriage had no children (only had adopted children), so as children and siblings, the plaintiff has the right to their inheritance.

The argument of the plaintiff who is the only heir in this case was granted by the Panel of Judges. The basis for its legal considerations is that the Panel pays attention to and finds evidence in evidence in letter P.5 which is a statement of inheritance which explains that the Plaintiff is the heir of his parents, the late Alm. R (died August 2001) and the late. SR (died 1982) and is also the younger brother of the late Hj. A (died November 2005), the letter was also known by the Head of the Sumurpanggang Village and the Head of the Margadana Sub-District which was signed and given an official stamp, so that the letter can provide instructions regarding the heirs. Apart from that, the Plaintiff's statement was also corroborated by witnesses, namely TR and witness AB, who explained that the Alm. R was married 2 times, namely with Mrs. T who had a child, Hj. A and Mrs. SR have a plaintiff's child (Hj. SA). In efforts to resolve disputes, evidence with witness testimony is very important, especially for the object of dispute, in this case, inherited land. From the statements of the two witnesses submitted by the Plaintiff, the Panel of Judges considered that the statements of these witnesses could support the argument of the Plaintiff so that the testimony of these witnesses could be used as evidence because they met the formal and material requirements.

The arguments mentioned above were not refuted by the Defendants, thereby showing the truth that the Plaintiff was the only heir of the deceased. R and Almh. SR and Alm. His brother Hj. A based on evidence P.1, P.2, P.3 and P.4 are all deceased, and the deceased. Hj. A, who is married to H. AH, apparently also has no children, so that the plaintiff remains the only heir.

Regarding the law or legal considerations, describing how the judge qualified facts or events, the judge's assessment of the facts submitted, the judge considered chronologically and in detail each content of both the plaintiff and

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<sup>15</sup>Nurhayati. *Completion* Disputes in Islamic Economic Law. Journal of Sharia Economic Law. Vol. 3 No. 1 January-June 2019. p. 5

the defendant, contained the legal bases used by the judge in assessing facts and decide cases. The panel of judges is of the opinion that because this case is an inheritance dispute, it must first determine when the heir dies, then before examining the inheritance and the portion of the heirs, it must first determine which heirs are entitled to the inheritance.

Regarding the object of the dispute, all this time the Plaintiff knew that the certificate in the name of the Plaintiff's parents (Alm. R - Almh. SR) and the certificate in the name of his biological brother (Almh. Hj. A) were kept by his biological brother (Hj. A), after Hj. A died, the Plaintiff asked for the certificate from Hj's adopted son. A (Defendant 1 and Defendant 2), however it was found that the Object of the Dispute 1 (Originally SHM No. 360 became SHM No. 1560 and SHM 1561) which was the inheritance of the deceased. R – Almh. SR and object of dispute 2 (part of SHM no. 359 became SHM. No. 1558) which is the inheritance of the deceased. R and Almh. The SRs had been traded to Defendants 3, 4 and 5 without the knowledge of the plaintiff as the intestate heir and it was found that the Deed of Sale and Purchase was signed when the late.

The Panel of Judges considered that the object of dispute 1, namely SHM No. 360. The Panel of Judges will first see based on documentary evidence, namely evidence P-14, that from evidence P-14 it is obtained the fact that there has been a transfer of rights between the object of land dispute 1 from R – SR (Plaintiff's parents) with Ak – Ny. M (Defendant 1 and 2) on the basis of sale and purchase pursuant to the Deed of Sale and Purchase dated September 21, 1996 No. 299/MGD/IX/1996 made by ET Camat/PPAT for the Margadana sub-district area (vide evidence P.6). And then based on the P-14 evidence, the fact was also obtained that Defendant 1 (AK) and Defendant 2 (Mrs. M), then sold it back to Defendant 5 in accordance with the Deed of Sale and Purchase dated August 20, 1999 No. 72/JP/MG/08/1999 made by EP PPAT/Notary for the City of Tegal (vide evidence P.9). Based on evidence T3.-4.3 in the form of Property Rights Certificate No. 1560 Sumurpanggang Margadana Tegal, has transferred the rights from R– SR to S-Kh based on the Deed of Sale and Purchase dated 21 September 1996 No. 300/MGD/IX/1996 was made by ET Camat/PPAT for the Margadana District area (Exhibit P.7), which also came from SHM No. 360. Noted. R – SR which is located in Rogojampi RT 02 / RW 02 Kel. Baked Wells, Kec. Margadana City of Tegal Covers an area of + 740 M2.



The Panel of Judges' assessment of the sale and purchase carried out by both parties against the object of the dispute. Whereas based on evidence P.6 and P.7, there has been a sale and purchase between R – SR and AK – Ny. M and R – SR with S. In the evidence both parties have signed the contents of the deed of sale and purchase, except for the late. SR who affixed the thumbprint. In this evidence, there are also witnesses M (defendant 6 and AB) and the deed was drawn up before the ET sub-district head as PPAT Margadana District.

Facts in the trial later obtained that the late. SR who affixed his thumbprint to the Sale and Purchase Deed on evidence P.6 and P.7 apparently died on October 23, 1982 according to evidence P.1, while it was found that the deed was drawn up on September 21, 1996. Information regarding SR has been death was not only obtained from evidence P. 1, but also obtained from the testimony of witnesses T and AB, thus increasing the belief that SR had really died in 1982. can put a thumbprint as contained in evidence P.6 and P.7. ;

Based on the facts found in the trial above, the consideration of the panel of judges since the beginning of the deed as evidence P.6 and P.7 was flawed from the start, here it is not subjectively flawed but includes the material of the agreement because the person who made the agreement turned out to be the person who had died. therefore there is a violation of the terms of the agreement as stipulated in Article 1320 of the Civil Code, so that the Sale and Purchase Deed as stated in evidence P.6 and P.7 is invalid and null and void, so that other legal actions taken by the parties so that the issuance of the Deed of Sale and Purchase dated August 20, 1999 No. 72/JP/MG/08/1999 made by EP PPAT/Notary for the City of Tegal (vide evidence P.9) as well as the issuance of Property Rights Certificate No. 1560 a/n S – Kh as well as ownership certificate No. 1561 a/n Su is also invalid and null and void.

The basis for the judge's consideration, that the defect in the agreement, namely the death of SR who put his thumbprint as the first party to sell, was actually known by the Defendants. Witnesses from Defendant 2 and Defendant 3 testified that at the time of signing as witnesses in the Deed of Sale and Purchase (Exhibit P.6 and evidence P.7) all parties had already signed and affixed their thumbprints. And the witness testified that SR was not present at that time and SR had passed away in 1982, so it seems clear here that the Defendants actually knew this fact, but in reality they continued to carry out the sale and purchase,

so that here there was a violation of a person's subjective rights and also propriety, as stipulated in Article 1365 of the Civil Code,

Based on the consideration of the judge in the decision of the Tegal District Court Number: 01/Pdt.G/2013/PN.TGL it can be concluded that the basis for the judge's consideration has fulfilled justice for the land owner, because the intestate heir is the legal owner of the land and the heir is not may be harmed. Intestate heirs have ownership rights to the inherited land. Naturally, the panel of judges canceled the sale and purchase because the sale and purchase was carried out without the consent of the other heirs, causing harm to one of the heirs.

The judge's ideal consideration is that the legal reasoning of judges in making decisions on cases in court must have a juridical agreement between legal facts, evidence and the legal basis of statutory regulations. Legal facts are needed as the main basis for the lawsuit (*fundamentum petendi*), supported by evidence (Article 164 HIR, Article 284 RBg, Article 1866 Civil Code) as a basis for proof and legal basis for laws and regulations. Judges as executors of judicial power who have the duty to decide on a case by providing a sense of justice have several forms of accountability in adjudicating a case, namely responsibility to God Almighty, responsibility to the nation and state, responsibility to oneself, responsibility to the law. , responsibility to justice seekers, and responsibility to society. For this reason, judges are expected to be able to explore and interpret laws to create laws that provide a sense of justice and legal certainty to the public and justice seekers. Being responsible means the willingness and courage to carry out as well as possible everything that is the authority and duty.<sup>16</sup>

#### **4. Conclusion**

Legal protection for heirs in disputes over the sale and purchase of inherited land sold by adopted children without the approval of intestate heirs, namely that can be realized through complaints to the National Land Agency (BPN) and by filing lawsuits in court. If it is proven that there is an element of forgery and an element against the law, the judge will cancel the sale and purchase. As in the Decision of the Tegal District Court Number: 01/Pdt.G/2013/PN.TGL, the judge stated that the sale and purchase of the disputed object by the defendant

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<sup>16</sup>Women. The Role of Judges as Law Enforcers Based on Law Number 48 of 2009 concerning Judicial Power. *Journal of Lex et Societatis*. Vol. 5 No. 3. Faculty of Law, University of Sam Ratulangi. 2017. Manado. p. 164

(adopted child) was defective, invalid, null and void, and had no legal force. The cancellation of the deed of sale and purchase is a form of repressive protection given to the heirs of inherited land that is sold without the consent of the heirs intestato. The judge's considerations in determining the decision to settle an inherited land dispute as a result of the transfer of rights on the basis of sale and purchase in the decision number: 01/Pdt.G/2013/PN.TGL, namely the basis for the judge's considerations has fulfilled justice for the land owner because the intestato heirs have ownership rights to the land and the heirs should not be harmed. The deed of sale and purchase of the object of the dispute is proven to have violated a person's subjective rights as well as decency, as stipulated in Article 1365 of the Civil Code, and therefore the Defendants here have committed an unlawful act. TGL, namely the basis for the judge's considerations, has fulfilled justice for the land owner basis for the judge's considerations, has fulfilled justice for the land owner because the heirs of the intestato have ownership rights to the land and the heirs may not be harmed. The deed of sale and purchase of the object of the dispute is proven to have violated a person's subjective rights as well as decency, as stipulated in Article 1365 of the Civil Code, and therefore the Defendants here have committed an unlawful act.

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### **Regulation**

The 1945 Constitution of the Republic of Indonesia

Civil Code (KUHPerdata)

The Criminal Code (KUHPidana)

Act No. 5 of 1960 concerning Basic Agrarian Regulations, which regulates rights to land, water and air.

Government Regulation Number 24 of 1997 concerning Land Registration.

Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations for the Position of Officials Making Land Deeds.

Regulation of the President of the Republic of Indonesia Number 20 of 2015 concerning the National Land Agency.

Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 21 of 2020 concerning Handling and Settlement of Cases and jurisprudence.

Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency (BPN) Number 1 of 2021 concerning Certificates.

Supreme Court Regulation Number 6 of 2018 Concerning Guidelines for the Settlement of Government Administrative Disputes.