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## Article Title

### **Annulment of a Preliminary Sales Agreement due to Formal Defect Through Reconvention: A Case Study of Decision Number 1263/Pdt.G/2023/PN Dps**

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## ABSTRACT

*Legally defective preliminary sales agreements frequently trigger complex land ownership disputes. This research analyzes the legal reasoning (ratio decidendi) of the Panel of Judges concerning the annulment of a preliminary sales agreement due to formal defect through reconvention, utilizing Decision Number 1263/Pdt.G/2023/PN Dps as a case study, and examines the strategic function of reconvention in achieving legal certainty. Employing a normative legal research method through a case study approach and qualitative analysis of the decision data, it was found that the Panel of Judges annulled Deed of Agreement Number 18 based on the absence of valid consent (Article 1320 of the Civil Code), resulting from fictitious factual representation concerning the presence of a party. Additionally, the Deed of Power of Attorney Number 19 was declared null as it contained a formal defect related to the inaccuracy of the appearing party's address data, violating the provisions of Article 38 section (3) point (a) of Law Number 2 of 2014. These analysis results affirm that reconvention proved an effective procedural law instrument for uncovering and proving legal defects in deeds, obtaining a definitive annulment judgment (nietigverklaring), and contributing to the comprehensive resolution of land ownership disputes. It is concluded that fulfilling requirements for a valid agreement and the formalities of authentic deeds are crucial in land transactions, and reconvention plays an important role in protecting landowner rights and enforcing agrarian legal certainty.*

**Keywords:** Court Decision; Deed Annulment; Formal Defect; Preliminary Sales Agreement; Reconvention.

## INTRODUCTION

Land is crucial and fundamental in human life and the socio-communal structure (Zainuddin, 2022). It provides essential physical space for settlement, economic activities, and sustenance and frequently represents a vital asset underpinning individual welfare, cultural identity, and community stability (Syam & Muzakkir, 2022). Considering its significant strategic value, legal certainty regarding the status of control and ownership over land rights constitutes an absolute prerequisite for realizing social order, securing investments, and preventing potential horizontal and vertical conflicts within society (Lestari, 2020).

The Indonesian land law system stipulates high formality standards for any transfer of land rights to guarantee legal certainty and protect the parties' rights. Law Number 5 of 1960 explicitly mandates that the legal act of selling and purchasing land must be evidenced by an authentic deed made by and before a Land Deed Making Official (Ayudiatrini & Cahyono, 2022). The fulfillment of this formal requirement not only serves as perfect evidence but also constitutes a *conditio sine qua non* for registering the transfer of the right at the local land office, which ultimately issues a Land Title Certificate as valid proof of ownership (Budiyanto et al., 2020). This provision underscores the legislator's preference for formalistic procedures to ensure orderly land administration.

However, transactional practices within the community often reveal the existence of pre-contractual stages or preliminary agreements before the parties are prepared to execute a definitive Deed of Sale before the Land Deed Making Official (Hamzah & Mangarengi, 2023). The instrument of a preliminary sales agreement is commonly employed in such situations, functioning as an initial, legally binding agreement while awaiting the fulfillment of specific conditions, such as the completion of payment through installments or the settlement of other administrative requirements (Zula, 2024). Parties also frequently include power of attorney clauses within these preliminary sales agreements, intended to facilitate the subsequent execution of the Deed of Sale without requiring the seller's presence again.

Nevertheless, a lack of a specific and comprehensive legal framework governing preliminary sales agreements within national laws and regulations creates a juridical grey area vulnerable to problems (Apriandini & Sudiro, 2023). The flexibility in the form of preliminary sales agreements, left to the parties' discretion, although consistent with the principle of freedom of contract, consequently opens avenues for potential non-conformity with other legal norms, including the prohibition on the use of Irrevocable Powers of Attorney in land transactions as affirmed by the Instruction of the Minister of Internal Affairs Number 14 of 1982. Furthermore, potential formal defects in the creation of the preliminary sales agreement itself, such as the non-fulfillment of subjective or objective requirements for a valid contract, can jeopardize the validity of the intended legal bond and become a potential source of future disputes.

A concrete manifestation of these juridical risks is evident in the dispute resolved through Denpasar District Court Decision Number 1263/Pdt.G/2023/PN Dps. This decision adjudicated a land ownership dispute rooted in the existence of Deed of Agreement Number 18, which qualified as a preliminary sales agreement, and Deed of Power of Attorney Number 19. The Plaintiff in the Principal Claim based their ownership claim over the disputed object on these two deeds, while the Defendants in the Principal Claim fundamentally challenged their validity, alleging that both deeds were made without their presence as the selling party, thereby containing essential formal defects. Allegations of bad faith on the part of the Plaintiff in the Principal Claim during the creation process of said deeds further complicated the dispute's complexity.

In response to the ownership claim by the Plaintiff in the Principal Claim, the Defendants in the Principal Claim pursued a legal counter-action through the mechanism of Reconvention. This counterclaim specifically aimed to request the Panel of Judges to declare Deed of Agreement Number 18 and Deed of Power of Attorney Number 19 null and void due to the inherent formal defects afflicting them. The utilization of the Reconvention instrument, in this case, is noteworthy as it demonstrates an active defense strategy not merely to reject the Plaintiff in the Principal Claim's lawsuit but

also to simultaneously resolve the core dispute concerning the validity status of the preliminary sales agreement and land ownership within the same judicial proceedings.

While several prior studies have addressed the issue of the validity and annulment of preliminary sales agreements in the context of civil disputes, they have done so with focuses and perspectives distinct from this research. The study by [Arghie \(2021\)](#), for instance, analyzed Surabaya District Court Decision Number 672/Pdt.G/2016/PN Sby, where the seller alleged unlawful acts concerning the preliminary sales agreement they had made; however, the Panel of Judges declared the agreement valid—contrasting with this research, which analyzes a case where the preliminary sales agreement was annulled. Subsequently, the research by [Tunaswati and Lisdiyono \(2023\)](#) on Singaraja District Court Decision Number 680/Pdt.G/2019/PN Sgr did examine the annulment of a preliminary sales agreement and a power of attorney to sell, but it also placed significant emphasis on the legal protection aspects for the involved Notary Public. Consequently, this research offers distinctiveness by concentrating its analysis on the use of the Reconvention mechanism to annul a preliminary sales agreement indicated to possess formal defects and its implications for land ownership status—a specific focus on Decision Number 1263/Pdt.G/2023/PN Dps that distinguishes it from those previous studies.

Stemming from this complex legal background and the unique positioning of this research relative to prior studies, this study establishes its analytical focus on Decision Number 1263/Pdt.G/2023/PN Dps as a case study. The primary objective is to analyze and evaluate the legal reasoning (*ratio decidendi*) of the Panel of Judges in granting the Reconvention, which resulted in the annulment of the preliminary sales agreement due to a formal defect. Furthermore, in-depth analysis is directed towards precisely understanding how the Reconvention mechanism functioned as a legal instrument to obtain legal certainty regarding the status of land ownership rights in a dispute over a preliminary sales agreement involving formal defects.

## **METHOD**

This research is categorized as normative legal research, which fundamentally examines legal issues based on the prevailing norms, principles, and doctrines of positive law ([Qamar & Rezah, 2020](#)). The primary focus is analyzing legal rules and their application in judicial practice, specifically concerning the annulment of a preliminary sales agreement. To comprehensively dissect the legal problem regarding the annulment of a preliminary sales agreement due to formal defect through reconvention, this study implements several relevant and mutually supportive approaches to facilitate a holistic analysis.

The case approach is the central pillar of this methodology, concentrating in-depth and specific analysis on Decision Number 1263/Pdt.G/2023/PN Dps as the primary examination unit. This approach is synergistically supported by the statute approach to examine and understand the regulatory framework for preliminary sales agreements, the validity of agreements, and civil procedure law. Furthermore, the historical approach is utilized limitatively to trace the development of relevant norms or policies where necessary, alongside the essential conceptual approach employed to clarify and analyze the meaning of key legal terminologies such as formal defect, reconvention, and legal certainty.

The collection of legal materials required for this normative research was conducted meticulously and systematically through library research techniques (Sampara & Husen, 2016). Authoritative primary data sources, forming the main focus of the study, comprise the official copy of Decision Number 1263/Pdt.G/2023/PN Dps, Law Number 30 of 2004, relevant provisions within the Civil Code, and other laws and regulations directly related to the research issue. Secondary legal materials were also employed to supplement and enrich the analysis, consisting of law textbooks, articles from reputable scientific journals, opinions of prominent legal scholars (doctrine), and various other scholarly literature that provide explanation, interpretation, and theoretical context to the primary legal materials.

All gathered primary and secondary legal materials were subsequently analyzed qualitatively using a descriptive-analytical method to address the research questions (Irwansyah, 2020). This qualitative data analysis process proceeded systematically through several crucial stages. *First*, relevant legal facts from the court decision under study must be accurately identified. *Second*, identifying the main legal issues concerning the validity of the preliminary sales agreement, the elements of formal defect, and the application and legal consequences of the reconvention. *Third*, a legal interpretation of pertinent norms is performed, and the panel of judges' legal reasoning (*ratio decidendi*) is analyzed. *Finally*, a critical evaluation is conducted, and logical, coherent legal argumentation is formulated and grounded in established legal theory. This structured methodological framework is designed to ensure analytical depth and the precise achievement of the research objectives.

## **RESULTS AND DISCUSSION**

### **A. Factual Background of the Dispute Concerning the Annulment of a Preliminary Sales Agreement in Decision Number 1263/Pdt.G/2023/PN Dps**

The primary object of study in this research is Decision Number 1263/Pdt.G/2023/PN Dps, which contains the complexities of a civil law dispute within the fields of contract (obligations) and agrarian law. This dispute centers on the

controversy regarding the ownership status of rights over a plot of land evidenced by Land Title Certificate Number 3131, strategically located at Jalan Danau Tamblingan Number 55, Denpasar. The root of the dispute lies in the ownership claim filed by Edy Santoso (as the Plaintiff in the Principal Claim, hereinafter referred to as the Defendant in Reconvention), who asserted his rights based on Deed of Agreement Number 18 and Deed of Power of Attorney Number 19. The legality and validity of these two authentic deeds, made before the Notary Public/Land Deed Making Official (designated as Necessary Party I in the Principal Claim), became the epicenter of the dispute, considering that the claim was fiercely contested by Ida Ayu Made Oka (as Defendant I in the Principal Claim, hereinafter referred to as the Plaintiff in Reconvention), who is the registered rights holder in Land Title Certificate Number 3131 and the party in factual possession of the physical land which is the object of the dispute.

As a legal counter-strategy against the Principal Claim she faced, the Plaintiff in Reconvention did not merely limit herself to submitting exceptions or a statement of defense. Instead, she opted to utilize the instrument of a counterclaim (Reconvention) as a proactive legal means to assert her rights and conclusively resolve the dispute within a single proceeding. The filing of this Reconvention fundamentally aimed to challenge the validity of the legal basis for the Defendant in Reconvention's claim, namely Deed of Agreement Number 18 and Deed of Power of Attorney Number 19, by seeking their annulment. Thus, this Reconvention became the primary forum for Plaintiff in Reconvention to present her factual version and legal arguments concerning the legal defects inherent in the agreements underlying Defendant in Reconvention's claim ([Kasudarman & Ahmad, 2024](#)).

In the grounds (*posita*) for their Reconvention, the Plaintiff in Reconvention first constructed her argument upon the foundation of an absolute denial of any legal act of sale and purchase concerning the disputed object. It was asserted that no *consensus ad idem*, or meeting of minds, was ever reached between the parties to transfer the ownership rights of Land Title Certificate Number 3131 through a sale. According to the Plaintiff in Reconvention's allegations, the actual context of the legal relationship involved a business cooperation not directly related to the disputed object, namely a plan to acquire another asset, Villa Le Mare. Within this framework of cooperation, Land Title Certificate Number 3131 was handed over to Defendant in Reconvention, not as an object of sale, but purely as absolute security (collateral) for a financing commitment promised by Defendant in Reconvention for the aforementioned Villa Le Mare transaction. According to the Plaintiff in Reconvention, the handover of the certificate as collateral was based on an initial relationship of trust between the parties.



The subsequent argument presented in the grounds for Reconvention concerned the alleged default or breach of promise committed by the Defendant in Reconvention. The Plaintiff in Reconvention alleged that the Defendant in Reconvention had failed to fulfill his primary obligation, which constituted the *causa* or underlying reason for the handover of Land Title Certificate Number 3131 as collateral—specifically, realizing bridging funds amounting to IDR 3,000,000,000 for the redemption of the Land Title Certificate of the Villa Le Mare. This failure to fulfill the promise was deemed to have eliminated the legal basis for the Defendant in Reconvention to continue possessing Land Title Certificate Number 3131. Furthermore, the actions of Defendant in Reconvention in continuing to possess Land Title Certificate Number 3131 and subsequently claiming ownership based on Deed of Agreement Number 18 and Deed of Power of Attorney Number 19 (the existence of which was only discovered later by Plaintiff in, Reconvention) were accused of being manifestations of bad faith (*te kwader trouw*) and abuse of circumstances.

The Plaintiff in Reconvention also specifically alleged the commission of unlawful acts (*onrechtmatige daad*) by the Defendant in Reconvention, manifested partly through provocative actions such as installing ownership claim banners on the disputed object, which interfered with the ownership and possession rights of the Plaintiff in Reconvention. In addition, allegations were submitted concerning fraudulent acts (*bedrog*) or deceit during the process that led to the issuance of Deed of Agreement Number 18 and Deed of Power of Attorney Number 19. This alleged fraud was linked to false promises regarding the Villa Le Mare bridging funds, which were used as a pretext to obtain possession of Land Title Certificate Number 3131. This entire series of actions—default, bad faith, unlawful acts, and fraud—was employed as argumentation to assert that the obligations contained within Deed of Agreement Number 18 and Deed of Power of Attorney Number 19 contained defects of consent (*wilsgebreken*) and/or an illicit cause, rendering them null and void by law.

Based on the entirety of the aforementioned grounds or argumentative allegations (*posita*), the Plaintiff in Reconvention submitted a series of concrete claims in her prayers for relief (*petitum*) for the Reconvention. The primary request was for the Panel of Judges to accept and grant the Reconvention. Specifically, a declaratory judgment was sought, declaring that the Defendant in Reconvention had committed unlawful acts and had possessed Land Title Certificate Number 3131 based on bad faith. As a logical consequence of the allegations of legal defects, a constitutive judgment was also requested, declaring the Deed of Agreement Number 18 and Deed of Power of Attorney Number 19 null and void (*nietig verklaard*). Furthermore, the *petitum* also included a condemnatory claim,

seeking an order against the Defendant in Reconvention to immediately return the physical Land Title Certificate Number 3131 to the Plaintiff in Reconvention and to pay a sum of material damages as compensation for losses suffered due to the actions of the Defendant in Reconvention.

## **B. Analysis of the Panel of Judges' Legal Reasoning in the Annulment of a Preliminary Sales Agreement due to Formal Defect through Reconvention**

An in-depth analysis of the *ratio decidendi* employed by the Panel of Judges in Decision Number 1263/Pdt.G/2023/PN Dps reveals the application of fundamental principles of the law of obligations (contract law) in evaluating the validity of Deed of Agreement Number 18 and Deed of Power of Attorney Number 19. This subsection will descriptively analytically dissect how the Panel of Judges identified essential legal facts, formulated relevant legal issues, performed interpretations of substantive and formal legal norms, and constructed coherent legal arguments to reject the Principal Claim and partially grant the Reconvention, particularly concerning the annulment of the two aforementioned deeds. This analysis aims to understand the layers of judicial reasoning underlying the decision (Setiawan, 2015).

The Panel of Judges commenced its deliberations by establishing key legal facts verified during the trial. Two central facts served as the starting point for the analysis: *first*, definitive evidence from Decision Number 19/Pid.Sus/TPK/2017/PN Dps (Exhibit T-6) demonstrated that the husband of the Plaintiff in Reconvention (Ida Bagus Rai Putra, designated as Defendant II in the Principal Claim) was in detained status on October 31, 2017, making it physically impossible for him to have been present and signed Deed of Agreement Number 18 (Exhibit P-2) as stated within that deed. *Second*, the identification of a factual discrepancy between the residential address of the Plaintiff in Reconvention and her husband as stated in Deed of Power of Attorney Number 19 dated October 31, 2018 (Exhibit P-3)—namely, Denpasar City—and their official address according to their Resident Identity Cards issued in 2018, which was in Klungkung Regency.

These legal facts directly gave rise to fundamental legal issues. *First*, did the fictitious representation concerning the presence and signing by Defendant II in the Principal Claim within Deed of Agreement Number 18 imply a defect in the element of 'agreement' or 'consent' as stipulated under Article 1320 of the Civil Code? *Second*, could the inaccurate statement of address within the Deed of Power of Attorney Number 19 be qualified as a formal defect under Law Number 30 of 2004, resulting in the nullity of the deed?

In analyzing the first legal issue concerning Deed of Agreement Number 18, the Panel of Judges performed an in-depth interpretation of the requirement of



“consent of those who bind themselves” under Article 1320 of the Civil Code. The Panel’s interpretation extended beyond the mere subjective aspect of a meeting of minds, also encompassing the objectivity and veracity of factual representations made during the process of reaching the agreement memorialized in the authentic deed. The proven fictitious statement regarding the presence of Defendant II in the Principal Claim—a figure potentially possessing legal relevance in agreements concerning assets—was assessed by the Panel of Judges as having injured the integrity of the consent formation process itself. This was considered not merely a technical matter but one affecting the material validity of the consent or represented as having been given. Consequently, the Panel of Judges implicitly applied the standard that valid consent necessitates a truthful factual basis for the essential elements declared within the deed. The absence of this factual basis resulted in the consent embodied in Deed of Agreement Number 18 being never validly formed according to law.

This analysis can be further deepened by linking it to theories of contract formation. Although the Panel of Judges explicitly referred to the absence of ‘consent,’ the finding of fictitious representation within the deed could also be viewed as a strong indication of defects of consent (*wilsgebreken*). A false statement concerning a party’s presence could potentially lead to allegations of fraud (*bedrog*) or, at minimum, mistake (*dwaling*) in the deed-making process, mainly if that party’s presence was a determinant factor. The Panel of Judges, by focusing on the objective fact of the absence, effectively declared that the manifestation of consent contained within Deed of Agreement Number 18 was invalid because it was based on flawed and untrue factual premises. This approach underscores that the validity of an agreement depends not only on the declaration of will (*wilsverklaring*) but also on the truthfulness of the essential conditions underlying that declaration, consistent with efforts to protect parties aggrieved by false information within a contractual context ([Badriyah & Jusmadi, 2022](#)).

Regarding the Deed of Power of Attorney Number 19, the Panel of Judges’ legal interpretation shifted to formal law, precisely fulfilling requirements for creating an authentic deed according to Law Number 30 of 2004. The Panel expressly referred to Article 38 section (3) point (a) of Law Number 2 of 2014, which requires the accurate inclusion of the identity data of the appearing party (principal), including their residence. The Panel’s interpretation of this norm was strict: including an address inconsistent with official residency data was deemed a violation of the statutory provisions. The *ratio legis* behind this provision, adopted by the Panel, is to ensure the certainty of identity of legal subjects performing legal acts before a Notary Public. This identity certainty forms the foundation for the security of legal transactions and the function of an authentic deed as perfect evidence ([Ardhita & Yunanto, 2023](#)). Therefore, the violation of Article 38

section (3) point (a) of Law Number 2 of 2014 was interpreted not as a minor administrative error but rather as a formal defect affecting the authenticity and legal force of the deed.

The Agrarian Law perspective reinforces the significance of the Panel of Judges' findings concerning the formal defect in the Deed of Power of Attorney Number 19. A Power of Attorney, although not a direct deed of rights transfer, is often an important instrument in land transaction processes leading to the registration of rights at the land office (Putri & Silviana, 2022). The Indonesian land registration system adheres to the principles of publicity and specialty, demanding that the physical and juridical data of the object and subject of rights, including the identity of the parties, be recorded accurately and clearly. Data accuracy within the deeds that form the basis for registration (including a Deed of Power of Attorney if used for executing the Deed of Sale) is vital for guaranteeing land rights' legal certainty (*rechtszekerheid*). By declaring Deed of Power of Attorney Number 19 formally defective due to the inaccuracy of address data, the Panel of Judges' decision indirectly upheld the principles of Agrarian Law requiring orderliness and clarity of data in land administration for the legal protection of legitimate rights holders and bona fide third parties.

The Panel of Judges' construction of legal argumentation logically connected these interpretive findings to determining the fate of the Principal Claim and the Reconvention. Regarding the Principal Claim, the Panel argued that the material defect in Deed of Agreement Number 18 (absence of valid consent) and the formal defect in Deed of Power of Attorney Number 19 (violation of Law Number 30 of 2004, as amended) cumulatively resulted in both deeds losing their legal force as a valid basis for the claim. Therefore, the prayers for relief (*petitum*) of the Principal Claim seeking the validation of both deeds and the recognition of rights based upon them had to be rejected for lacking a solid juridical basis (being *juridisch onhoudbaar* or juridically untenable).

Aligning with the rejection of the Principal Claim, the Panel's argument for the Reconvention was built on the premise that the use or attempted enforcement of rights based on deeds juridically proven to be defective constitutes an unlawful act as stipulated in Article 1365 of the Civil Code. The actions of Defendant in Reconvention in possessing Land Title Certificate Number 3131 and claiming ownership based on such invalid legal instruments were deemed to have violated the subjective right of Plaintiff in Reconvention as the registered owner. This assessment also implicitly reflected consideration of the principle of good faith (*goede trouw*) under Article 1338 section (3) of the Civil Code; attempting to obtain or maintain possession of assets through legally defective instruments contradicts the principle of good faith. Based on the qualification as an unlawful

act and the defectiveness of the said deeds, the Panel of Judges argued that the Reconvention claims seeking the annulment of both deeds and the return of Land Title Certificate Number 3131 were legally founded.

Finally, the operative part of the decision about the Reconvention became the crystallization of all the Panel of Judges' legal considerations and arguments. The partial granting of the Reconvention, the declaration of an unlawful act committed by the Defendant in Reconvention, the declaration of Deed of Agreement Number 18 and Deed of Power of Attorney Number 19 as null and void (*nietig verklaard*), and the order for the return of Land Title Certificate Number 3131 to the Plaintiff in Reconvention, collectively affirm the court's rejection of a transaction predicated upon a flawed consent formation process and violated authentic deed formalities. This decision not only resolves the *inter partes* dispute but also sends a juridical message regarding the imperative of compliance with the requirements for valid agreements and deed formalities within the realms of contract and agrarian law, aiming for the creation of legal certainty and the protection of parties who transact correctly and in good faith (Nuraini & Yunanto, 2023).

### **C. Reconvention as an Instrument for Resolving Land Ownership Disputes Arising from a Preliminary Sales Agreement due to Formal Defect**

Within the Indonesian civil procedure law system, as regulated in the *Herzien Inlandsch Reglement* (HIR) and the *Rechtsreglement voor de Buitengewesten* (RBg), reconvention occupies a strategic position as a legal instrument enabling a defendant to file a counterclaim against the plaintiff within the framework of the same case examination. The existence of this mechanism is intended not only to achieve efficiency and effectiveness in the judicial process by consolidating the resolution of several interrelated claims but also to provide an opportunity for the defendant not merely to defend passively (defensively) but also to pursue their rights (offensively) actively. This function becomes highly relevant in complex civil disputes, including land ownership disputes, which often involve various layers of agreements or deeds (Gemilang, 2023).

The application of reconvention in the context of a land ownership dispute rooted in a preliminary sales agreement alleged to be legally defective, as clearly illustrated in Decision Number 1263/Pdt.G/2023/PN Dps, optimally demonstrates the dual function of this instrument. On the one hand, the reconvention filed by Plaintiff in Reconvention served as a juridical defense bastion to reject and defeat the ownership claim asserted by Defendant in Reconvention based on Deed of Agreement Number 18 and Deed of Power of Attorney Number 19. On the other hand, the reconvention transformed into an offensive weapon, enabling the Plaintiff in Reconvention to proactively challenge the validity of both deeds and

demand the restoration of her rights, including the physical return of Land Title Certificate Number 3131.

The central role of reconvention in Decision Number 1263/Pdt.G/2023/PN Dps manifested in its ability to provide a formal forum for the Plaintiff in Reconvention to structurally present allegations and evidence indicating the existence of legal defects in the instruments underlying the Principal Claim. As analyzed in-depth in the preceding sub-section, through the reconvention, the Plaintiff in Reconvention was able effectively to present crucial evidence (such as the Criminal Corruption Court Decision and ID card evidence), which succeeded in convincing the Panel of Judges regarding the existence of a material defect, namely the absence of valid consent (Article 1320 of the Civil Code) in Deed of Agreement Number 18, and a formal defect concerning the identity of the appearing party (Article 38 section (3) point (a) of Law Number 2 of 2014) in Deed of Power of Attorney Number 19. Thus, reconvention served as a vital procedural channel to comprehensively test the validity of the preliminary sales agreement and related deeds before the court.

A fundamental advantage of employing reconvention in disputes of this kind lies in its potential to yield a constitutive judgment that definitively declares null and void (*nietig verklaard*) the agreement or deed proven defective. Contrasting with a mere judgment rejecting the Principal Claim, which is declaratory regarding the claim of the Plaintiff in the Principal Claim, a judgment on the reconvention granting annulment possesses the legal effect of erasing the legal existence of the problematic instrument. The fourth point of the operative part concerning the reconvention in Decision Number 1263/Pdt.G/2023/PN Dps, which declared Deed of Agreement Number 18 and Deed of Power of Attorney Number 19 null and without legal force, constitutes a concrete example of the legal power of reconvention in providing legal certainty by formally eliminating the source of the dispute.

A further implication of employing reconvention is realizing a more optimal resolution to the land ownership dispute from comprehensiveness and judicial efficiency perspectives. By resolving the Principal Claim and the reconvention simultaneously within one decision, the court can provide a holistic legal solution to the entire legal relationship between the parties concerning the disputed object. It prevents the potential emergence of new, separate litigation regarding the validity of the deeds or ownership status. It also significantly saves judicial resources (time, cost, effort) and provides faster, more conclusive legal certainty for the disputing parties ([Kusuma & Asyhadie, 2024](#)).

From the perspective of Agrarian Law, reconvention can be viewed as an important instrument for legal protection (*rechtsbescherming*) for registered land rights holders. Frequently, landowners are faced with claims from other parties based on preliminary agreements, such as preliminary sales agreements or powers of attorney, that may have been created through improper processes, contain legal defects, or are even based on bad faith. The reconvention mechanism empowers such landowners not only to contest the claim but also to actively request the court to clear the legal status of their land by annulling defective legal instruments that threaten their ownership rights. This function aligns with the primary objective of national Agrarian Law: to guarantee legal certainty and protection to legitimate land rights holders (Margareta & Huda, 2023).

Nevertheless, it should be noted that the effectiveness of reconvention as an instrument for dispute resolution highly depends on the ability of the Plaintiff in Reconvention to meet the burden of proof (*bewijslast*) for the allegations put forward. The success of the Plaintiff in Reconvention in Decision Number 1263/Pdt.G/2023/PN Dps in convincing the Panel of Judges regarding the existence of legal defects in Deed of Agreement Number 18 and Deed of Power of Attorney Number 19 through valid evidence became the primary key to the reconvention being granted. Therefore, although it is a strategic instrument, reconvention requires mature preparation of arguments and evidence to effectively achieve the goals of dispute resolution and rights enforcement goals.

## **CONCLUSIONS AND SUGGESTIONS**

Based on the results and discussion concerning the legal issues examined in the study of Decision Number 1263/Pdt.G/2023/PN Dps, it can be concluded that the annulment of Deed of Agreement Number 18 and Deed of Power of Attorney Number 19 by the Panel of Judges was predicated upon the finding of fundamental legal defects within both deeds. The Panel of Judges' legal reasoning carefully identified that Deed of Agreement Number 18 did not fulfill the subjective requirement for a valid agreement as stipulated in Article 1320 of the Civil Code, specifically concerning the element of consent of the parties, due to the proven factual untruth regarding the presence and signing by Defendant II in the Principal Claim. Meanwhile, Deed of Power of Attorney Number 19 was found to contain a formal defect as it violated the imperative provision in Article 38 section (3) point (a) of Law Number 2 of 2014, related to the accuracy of the statement of residential data of the appearing parties. This finding of legal defects implies the rejection of the claim within the Principal Claim and simultaneously strengthens the qualification of an unlawful act against the party basing its claim on said problematic deeds.



Furthermore, the dispute resolution process analysis within this decision demonstrates that the reconvention mechanism played a crucial role and proved to be an effective civil procedure instrument. Reconvention not only functioned as a means for the Plaintiff in Reconvention to fend off the Principal Claim but essentially became a proactive vehicle to challenge the validity of the legal basis for the Defendant in Reconvention's claim and to obtain a constitutive judgment effectuating the annulment (*nietigverklaring*) of the provenly defective Deed of Agreement Number 18 and Deed of Power of Attorney Number 19. The proper utilization of reconvention allowed for the thorough disclosure of legal defects before the court and the rendering of a judgment that definitively eliminated the legal existence of the instruments that were the source of the dispute.

Thus, this case study affirms that reconvention possesses a significant strategic function in resolving land ownership disputes rooted in preliminary sales agreements or related deeds containing legal defects, both formal and material. The reconvention instrument contributes tangibly to achieving comprehensive dispute resolution within a single case proceeding, preventing recurring litigation, and ultimately providing complete legal certainty regarding the status of land ownership rights by annulling the claim's invalid basis and protecting the registered landowner's rights. In this case, its successful application underscores its potential as an important legal protection mechanism within the contract and agrarian law.

Based on the foregoing Conclusions, it is recommended to Panels of Judges examining civil cases related to land disputes that they increase diligence in testing the validity of deeds, particularly the fulfillment of the consent requirement pursuant to Article 1320 of the Civil Code and formalities-based on Law Number 30 of 2004. Panels of Judges should consistently apply the legal consequences arising from unlawful acts and the lack of good faith and optimize the function of reconvention to achieve conclusive and efficient dispute resolution. Furthermore, to Notaries Public, the importance of upholding the principles of prudence, accuracy, and integrity in creating authentic deeds is emphasized. Strict compliance with the formalities stipulated in Law Number 30 of 2004, including the careful verification of the parties' identity, capacity, and factual presence, constitutes a necessity to prevent the creation of legally defective deeds whilst maintaining impartiality and refusing to facilitate transactions indicative of bad faith.

For parties facing claims based on preliminary sales agreements or other deeds whose validity is doubted, it is advised to proactively utilize the reconvention instrument to directly challenge the validity of such documents. The success of this endeavor requires intense preparation of proof regarding the existence of formal and/or material legal defects; therefore, early consultation with a competent legal professional becomes a fundamental step. Lastly, the general public needs to increase



its understanding of the formal and substantive aspects of land transactions, including the essential difference between a preliminary sales agreement and a Deed of Sale and the risks associated with handing over land title certificates as collateral without an explicit agreement. An attitude of prudence, the assertion of genuine agreement between parties, and the involvement of legal professionals (Notary Public/Land Deed Making Official/Lawyer) before performing legal acts related to land are highly recommended to mitigate potential disputes.

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