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Article Title

Denial of an Application for Annulment of a Deed of Sale Due to Subjective Defect: A Case Study of Decision Number 32/Pdt.G/2019/PN Kpn

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ABSTRACT

Disputes concerning the validity of a deed of sale due to alleged subjective requirement defects constitute a significant problem within agrarian and contract law. This research aims to analyze the legal reasoning (ratio decidendi) of the Panel of Judges in Decision Number 32/Pdt.G/2019/PN Kpn, which denied the application for the annulment of Deed of Sale Number 302/Kec.Bululawang/1993, despite allegations of a subjective defect arising from the seller having passed away before the deed was executed. Employing a normative legal research method integrating case study, statute, and conceptual approaches, a qualitative analysis was conducted on the said decision. The analysis results indicate that the Panel of Judges' denial was not based on a direct examination of the Deed of Sale Number 302/Kec.Bululawang/1993 due to the subjective defect under Article 1320 of the Civil Code. Instead, the dominant ratio decidendi rested upon the validation of the Sale Agreement under seal dated 5 July 1983 and the application of the doctrines of prescription and rechtsverwerking resulting from over 30 years of good faith physical possession. It is concluded that Decision Number 32/Pdt.G/2019/PN Kpn affirmed Defendant 1's ownership through the mechanism of lapse of time while prioritizing pragmatic legal certainty, although leaving juridical ambiguity regarding the status of Deed of Sale Number 302/Kec.Bululawang/1993 indicates a judicial tendency to prioritize the substance of long-term possession over formal defects in deeds within belatedly filed disputes.

Keywords: Deed of Sale; Evidence; Legal Certainty; Panel of Judges' Considerations; Subjective Defect.

INTRODUCTION

Land plays a crucial role in the socio-economic life of communities, serving not only as a space for fulfilling fundamental personal needs but also as a strategic investment object whose value tends to appreciate consistently (Zainuddin, 2022). This high demand and economic potential drive the intensity of juridical transactions related to land, wherein the sale and purchase mechanism serves as a primary instrument for the transfer of land rights (Syam & Muzakkir, 2022). The complexity and significance of these transactions necessitate a solid legal framework that provides legal certainty for the parties involved, thereby mitigating potential future disputes (Lestari, 2020).

Within the Indonesian legal system, the regulation of land sale and purchase historically and normatively demonstrates legal pluralism (Duhriah et al., 2024). Article 1457 of the Civil Code construes sale and purchase as an agreement arising from the parties' consensus on the object and price, the validity of which is subject to the subjective and objective requirements stipulated in Article 1320 of the Civil Code. Conversely, customary law recognizes the concept of land sale as a real legal act characterized by being open and conducted in cash, where the transfer of rights occurs instantly upon full payment in the presence of customary leaders or the community (Ginting et al., 2022). However, following the enactment of Law Number 5 of 1960, legal unification occurred, directing that every transfer of land rights, including through sale and purchase, must be evidenced by an authentic deed.

Building upon this national agrarian legal framework, Government Regulation Number 24 of 1997 expressly regulates the mechanism for evidencing the transfer of land rights. This regulation positions the deed of sale executed by and before a Land Deed Making Official as the central instrument and an absolute requirement for the registration of the transfer of the right at the National Land Agency office (Ayudiatri & Cahyono, 2022). The position of the Land Deed Making Official as a public official vested with authority by the state to execute authentic deeds concerning specific legal acts pertaining to land rights underscores the importance of their role in ensuring the formal legality of land sale transactions in accordance with applicable laws and regulations (Budify et al., 2020).

The validity of a deed of sale as an authentic deed is not self-standing but depends on the fulfillment of a series of fundamental requirements, both material and formal (Ardhita & Yunanto, 2023). Material requirements encompass substantive aspects, such as the seller's legal authority to transfer the rights to the land subject to the transaction and the buyer's capacity to receive said rights, as well as the certainty that the land object is not under dispute. Meanwhile, formal requirements pertain to the deed execution procedures, which must be conducted in accordance with legal provisions by the authorized Land Deed Making Official. Inherently, the fulfillment of material requirements, particularly concerning the authority and capacity of the parties, is closely intertwined with the fulfillment of the subjective requirements for the validity of an agreement under Article 1320 of the Civil Code, namely, the existence of consent-free from defects (defect of consent) and the parties' legal capacity to enter into legal acts (Setiawan, 2015).

The logical consequence of non-fulfillment of the requirements for a valid agreement in the execution of a deed of sale is the emergence of a juridical defect in the said deed (Hamzah & Mangarengi, 2023). Civil law distinguishes the legal consequences of such defects into two categories: deeds that are null and void (*nietig van rechtswege*) or deeds that are voidable (*vernietigbaar*). Nullity generally occurs if the objective requirements (a specific object or a lawful cause) are not met or if there is a violation of fundamental formal requirements, rendering the deed deemed to have never existed from the outset. Conversely, an annulment may be sought if there is a defect in the subjective requirements, such as the absence of valid consent or the incapacity of one party, whereby the deed remains valid until a court decision annuls it upon the application of an interested party, as also indicated in Pasal 45 section (1) of Government Regulation Number 24 of 1997 regarding the potential rejection or annulment of the deed.

Several prior studies have examined aspects of the annulment of a deed of sale based on various types of juridical defects and their legal consequences. Research by Hadi and Safiulloh (2022), for instance, highlights fraud as a form of defect of consent

that can serve as grounds for agreement annulment as it violates the subjective requirement of consent, while [Luthfiah and Marpaung \(2023\)](#) analyzed the causes of the annulment of a deed of sale due to fraud within specific contexts. Furthermore, [Luthfiah and Marpaung \(2023\)](#) also reviewed the legal consequences of a deed of sale annulled by a Panel of Judges due to a simulated agreement, including the obligation of restoration to the original state (*restitutio in integrum*) and its implications for land certificates as well as third parties such as banking creditors. In contrast to the focus of these studies, which tend to discuss the grounds for annulment due to specific defects of consent or the legal consequences of an annulled deed of sale, this research adopts a distinctive perspective by analyzing the judicial reasoning process that, conversely, denied an application for the annulment of a deed of sale alleged to contain a fundamental subjective defect, particularly after considering the dynamics of the lawsuit within the scope of the principal claim and reconvention.

One manifestation of the complexity surrounding the issue of the denial of an application for annulment of a deed of sale due to subjective defect is reflected in Decision Number 32/Pdt.G/2019/PN Kpn. In that case, the plaintiffs (heirs of the seller) filed a lawsuit for the annulment of Deed of Sale Number 302/Kec. Bululawang/1993, alleging a fundamental subjective defect: namely, that the seller (the plaintiffs' mother) had passed away in 1986, long before the date the deed of sale was issued in 1993. Consequently, she logically could not have provided consent nor possessed legal capacity at that time. This fact explicitly indicates the potential for forgery or the invalidity of subjective elements in the execution of the said deed.

This phenomenon constitutes the starting point for the urgency of this research. Despite strong allegations regarding a subjective defect—which theoretically should serve as grounds for the annulment of the deed of sale—the Panel of Judges in Decision Number 32/Pdt.G/2019/PN Kpn, conversely, denied the application for annulment in the Principal Claim. This ruling raises crucial questions regarding the legal reasoning employed by the Panel of Judges in setting aside the fact of the subjective defect. Therefore, this research is specifically focused on conducting an in-depth study and analysis of the *ratio decidendi*, or legal reasoning, of the Panel of Judges in the Kepanjen District Court Decision Number 32/Pdt.G/2019/PN Kpn, particularly concerning the reasons for the denial of the application for annulment of Deed of Sale Number 302/Kec.Bululawang/1993, despite it being based on allegations of a subjective defect in the underlying agreement.

METHOD

Methodologically, this research is classified as normative legal research. This type of research was selected based on its focus, which emphasizes positive legal norms, legal principles, and doctrine, as well as their practical application through

the analysis of legal products, specifically court decisions (Qamar & Rezah, 2020). The normative approach facilitates an in-depth examination of substantive and procedural legal aspects relevant to the research problem, namely, the reasoning of the Panel of Judges in denying the application for annulment of the deed of sale due to a subjective defect.

To comprehensively address the research problem, a combination of complementary approaches is employed. The statute approach is applied to identify, inventory, and understand the hierarchy and substance of relevant legal norms, particularly the provisions within the Civil Code concerning the requirements for a valid agreement, as well as other related laws and regulations. The case approach forms the core of this research, wherein the analysis intensively focuses on Decision Number 32/Pdt.G/2019/PN Kpn as the primary case study to dissect the legal reasoning (*ratio decidendi*) of the Panel of Judges. Additionally, the conceptual approach is utilized to analyze and clarify the meaning of key legal concepts such as subjective defect, agreement annulment, and authentic deed, while the historical approach is employed to a limited extent to provide contextual understanding regarding the background of the dispute or the evolution of specific legal principles relevant to the analysis of the decision.

The data sources underpinning the analysis in this normative legal research consist of primary and secondary legal materials (Sampara & Husen, 2016). Primary legal materials, as the main sources holding the highest authority, include the document Decision Number 32/Pdt.G/2019/PN Kpn itself, as well as applicable and relevant laws and regulations. Secondary legal materials encompass scholarly literature such as legal textbooks, articles from accredited law journals, relevant prior research findings, and legal doctrines or the views of legal experts that provide explanation, interpretation, and theoretical frameworks for the primary legal materials. The collection of all these legal materials was conducted systematically using the library research technique, which involved searching, gathering, and documenting data from various physical library sources and digital databases.

The analysis process for the collected legal materials is conducted qualitatively, emphasizing the interpretation of meaning and argumentative evaluation rather than data quantification (Irwansyah, 2020). This qualitative data analysis involves several systematic steps: *First*, carefully identifying the legal facts considered relevant by the Panel of Judges and the legal issues central to the dispute in Decision Number 32/Pdt.G/2019/PN Kpn. *Second*, performing legal interpretation of the articles within relevant laws and regulations and relevant legal principles to understand their normative meaning. *Third*, conducting a critical evaluation and legal reasoning concerning the arguments and legal considerations (*ratio decidendi*) presented by the Panel of Judges in the said decision by examining their logical consistency and

conformity with applicable legal norms and doctrines in order to answer the research question regarding the grounds for the denial of the application for annulment of the deed of sale alleged to have a subjective defect.

RESULTS AND DISCUSSION

A. The Standing of Deed of Sale Number 302/Kec.Bululawang/1993 in the Principal Claim and Reconvention

Deed of Sale Number 302/Kec.Bululawang/1993, which records the transfer of rights over the disputed land object identified under Letter C.839, Plot Number 11b-D.II, covering an area of 5,000 m², located in Sudimoro Village, Bululawang Sub-district, Malang Regency, occupies a central position in the civil dispute addressed in Decision Number 32/Pdt.G/2019/PN Kpn. The existence of this deed is acknowledged by both litigating parties; however, its juridical standing, validity, and the circumstances surrounding its execution constitute the epicenter of fundamental contention between the principal claim and the reconvention. Identification of the legal facts and legal issues presented by each party within the principal claim statement, the answer of the defendant in the principal claim, and the reconvention are crucial for understanding the basis of the dispute before proceeding to the analysis of the Panel of Judges' considerations.

In the principal claim, the Plaintiffs, as heirs of the late Marupik B. Surah, explicitly contested the validity of the Deed of Sale Number 302/Kec. Bululawang/1993. The primary legal fact they submitted was the temporal discrepancy between the deed's issuance date (1993) and the date of Marupik's death (1986, based on Death Certificate Number 6/II/1986). Based on this fact, the primary legal issue raised was that the said deed of sale inherently suffered from a defect in the subjective requirements as stipulated by Article 1320 of the Civil Code, specifically concerning the absence of the essential elements of consent and capacity from the seller whose name appears in the deed but who had, in fact, already passed away when the deed was executed. The Plaintiffs also alleged that the deed of sale was issued based on a Certificate from the Sudimoro Village Head dated 5 October 1993, which further strengthened their argument regarding the invalidity of the process that occurred subsequent to their ancestor's death.

Furthermore, the Plaintiffs in the Principal Claim constructed additional legal arguments qualifying the issuance of Deed of Sale Number 302/Kec. Bululawang/1993 was an Unlawful Act as regulated under Article 1365 of the Civil Code. This legal issue was supported by allegations of suspected forgery of authentic deed content (referring to Articles 263 juncto 264 of the Criminal Code), as well as alleged conspiracy between Defendant 1 in the Principal Claim (Yasur, as

the Buyer), Defendant 2 in the Principal Claim (the Bululawang Sub-district Head as the Temporary Land Deed Making Official), and Defendant 3 in the Principal Claim (the Sudimoro Village Head), further evidenced by the perceived uncooperative attitude of Defendant 3 in the Principal Claim. The legal consequences sought by the Plaintiffs in the Principal Claim included not only the annulment of the deed of sale but also the potential cancellation of the Certificate of Ownership allegedly issued by Defendant 4 in the Principal Claim (the Malang Regency National Land Agency) based on the legally defective deed, as well as claims for the restoration of land rights and compensation for damages.

Responding to these allegations, Defendants 1-3 in the Principal Claim, in their answer, firmly rejected the Plaintiffs' arguments while presenting a diametrically different factual and legal narrative regarding Deed of Sale Number 302/Kec.Bululawang/1993. The counter-legal fact they offered was the existence of a Sale Agreement under seal dated 5 July 1983 between Marupik (during her lifetime and with the consent of several of her heirs, including Plaintiffs 1 and 3) as the seller and Buramun (parent of Defendant 1) as the buyer, over the land object identified under Letter C.839, Plot Numbers 7-S.III and 11b-D.II, covering an area of 3,336 m², located in Sudimoro Village, Bululawang Sub-district, Malang Regency. They identified Deed of Sale Number 302/Kec.Bululawang/1993 not as the initial transaction but rather as an administrative formality to formalize the evidence of the transfer of the right, the substance of which had already occurred in 1983, and to facilitate the grant of the said land from Buramun to Defendant 1. Regarding the signing, they claimed that the thumbprint in the deed of sale was affixed by Ruba'i (another child of Marupik) on behalf of his deceased mother, witnessed by various parties, including Plaintiff 3.

The principal legal argument of Defendants 1-3 in the Principal Claim rested on Supreme Court jurisprudence (Decisions Number 123/K/Sip/1970, Number 952/K/Sip/1974, and Number 1082/K/Sip/1973), which affirmed that the validity of a land sale could be fulfilled merely by the existence of consensus and good faith; thus, the formality of a deed from a Land Deed Making Official was not an absolute requirement as long as the substance of the transaction had been executed. The legal issue they raised was that an actual sale had already taken place in 1983 when Marupik was still alive and legally capable. Therefore, Deed of Sale Number 302/Kec.Bululawang/1993, although formally problematic, still reflected the true intent of the parties and could not be considered a forgery or an unlawful act. Denial was also made regarding the allegation that a Certificate of Ownership had been issued based on the said deed of sale. These defense arguments subsequently formed the basis for Defendant 1 in the Principal Claim to file a reconvention, which demanded the validation of the Sale Agreement under

seal dated 5 July 1983 and the return of physical possession of the land, part of which had been controlled by the Defendants in Reconvention (the Plaintiffs in the Principal Claim) since 2018, which was deemed an unlawful act.

Thus, the identification of the legal facts and issues presented by both parties clearly positions Deed of Sale Number 302/Kec.Bululawang/1993 as the focal point of the dispute, with two conflicting narratives. Its standing is contested: viewed either as a deed fatally flawed from the outset due to the absence of a legally capable seller (the perspective of the Plaintiffs in the Principal Claim) or conversely, as a deed of formality which, although executed unconventionally after the seller's death, constitutes the manifestation of a substantial transaction that had previously validly occurred between parties acting in good faith (the perspective of Defendant 1 in the Principal Claim/Plaintiff in Reconvention). This conflict of interpretation regarding the juridical status of Deed of Sale Number 302/Kec.Bululawang/1993 constitutes the primary legal problem that had to be unraveled and decided by the Panel of Judges in case Decision Number 32/Pdt.G/2019/PN Kpn.

B. Analysis of the Panel of Judges' Legal Considerations Regarding Deed of Sale Number 302/Kec.Bululawang/1993 due to Subjective Defect

Analysis of the Panel of Judges' legal considerations in Decision Number 32/Pdt.G/2019/PN Kpn reveals a judicial approach that significantly shifted the dispute's focus from the formal validity of Deed of Sale Number 302/Kec. Bululawang/1993 towards the substance of historical ownership and physical possession of the disputed land. From the outset of the considerations in the principal claim, the Panel of Judges formulated the core dispute as an issue of ownership rights between the heirs of Marupik (the Plaintiffs in the Principal Claim) versus the heirs of Buramun (Defendant 1 in the Principal Claim), based on the claim regarding the Sale Agreement under seal dated 5 July 1983. The Panel of Judges' methodological choice to frame the dispute based on the 1983 event—before thoroughly examining the validity of Deed of Sale Number 302/Kec.Bululawang/1993, which formed the primary basis of the Plaintiffs' lawsuit—constituted a fundamental analytical pivot. This action effectively sidelined the central issue concerning Deed of Sale Number 302/Kec.Bululawang/1993 due to a subjective defect under Article 1320 of the Civil Code, directing the entire evidentiary process and legal reasoning towards the validity of the historical transaction and the facts of physical possession.

The consequence of this initial framing clearly manifested in the interpretation and weighing of evidence by the Panel of Judges. In evaluating the Plaintiffs' evidence regarding Deed of Sale Number 302/Kec.Bululawang/1993

(exhibit P6), the Panel of Judges meticulously identified its fundamental weakness: the evidence was merely a photocopy of a photocopy, not a certified true copy, compounded by the testimony of the Plaintiffs' witnesses who, conversely, were unaware of the said evidence. More crucially, the Panel of Judges asserted that the Plaintiffs, who alleged exhibit P6 was forged, utterly failed to meet their burden of proof; not a single piece of evidence, neither witness testimony nor documentary evidence, was presented to support the allegation of forgery. Adhering to the fundamental civil procedure principle of *actori incumbit probatio* (that he who alleges must prove), the Panel of Judges deemed the Plaintiffs unable to prove either the formal defect or the alleged forgery of Deed of Sale Number 302/Kec. Bululawang/1993. Conversely, the Panel of Judges noted that Defendants 1-3 in the Principal Claim, while not disputing the deed's existence, consistently positioned it within a different perspective: namely, as an administrative continuation of the Sale Agreement under seal dated 5 July 1983, which they claimed as the primary basis of ownership.

In contrast to the assessment of the Plaintiffs' evidence, the Panel of Judges found probative force in the arguments and evidence presented by Defendants 1-3 in the Principal Claim concerning the 1983 transaction. The Panel of Judges positively accepted the documentary proof of the Sale Agreement under seal dated 5 July 1983 (exhibit T.1,2,3-1, also submitted as P7 by the Plaintiffs) as valid proof of the transfer of rights from Marupik to Buramun. This acceptance was significantly strengthened by the testimony of the former Village Head directly involved in the 1983 transaction, as well as evidence of long-term physical possession of the land by Buramun and Defendant 1, which was also acknowledged by the Plaintiffs' witnesses. Based on this accumulation of the Defendants' evidence, the Panel of Judges reached the factual conclusion that the disputed land indeed belonged to Defendant 1, acquired through inheritance from Buramun, who had previously purchased the land validly from Marupik in 1983 and possessed it continuously until 2018. This establishment of legal facts became the essential foundation for the subsequent application of legal doctrine.

With the establishment of Defendant 1's ownership based on the Sale Agreement under seal dated 5 July 1983 and over 30 years of physical possession, the Panel of Judges' legal reasoning (*ratio decidendi*) predominantly relied on the doctrine of prescription (*verjaring*). The Panel of Judges systematically interpreted and applied the provisions of Articles 1963, 1946, 610, 1955, and 1967 of the Civil Code. The long-term physical possession, deemed to be in good faith by Defendant 1 and his predecessor, was interpreted as fulfilling the requirements for acquisitive prescription, simultaneously causing the Plaintiffs' legal claim to be extinguished due to the 30-year extinctive prescription. A critical analysis of this application

of prescription remains relevant: is the emphasis on physical possession and the presumption of good faith sufficient to completely negate the juridical issues arising from the existence of Deed of Sale Number 302/Kec.Bululawang/1993, which was formally executed after the seller's death? The Panel of Judges, basing its reasoning on the proven fact of the 1983 acquisition of rights and long-term possession, apparently considered the issue of Deed of Sale Number 302/Kec. Bululawang/1993 to be subordinate or no longer relevant due to prescription.

This prescription argument was further reinforced by the Panel of Judges by referring to the customary law institution of *rechtsverwerking*. Citing Supreme Court jurisprudence, the Panel of Judges interpreted the Plaintiffs' passive stance for over three decades as an act of relinquishing their rights. The application of this doctrine, oriented towards legal certainty (*rechtszekerheid*) resulting from the lapse of time, served as an additional justification for rejecting the Plaintiffs' lawsuit (Disemadi & Lau, 2021). The combination of the prescription argument based on the Civil Code and *rechtsverwerking* based on customary law/jurisprudence created a mighty bastion of legal reasoning for rejecting the Plaintiffs' claim.

Nonetheless, an in-depth critical evaluation of these entire legal considerations highlights an analytical omission concerning the issue of Deed of Sale Number 302/Kec.Bululawang/1993 due to a subjective defect. The Panel of Judges focuses on the Plaintiffs' failure to prove their allegations (including the forgery of Deed of Sale Number 302/Kec.Bululawang/1993) according to the *actori incumbit probatio* principle, as well as the Defendants' success in proving the Sale Agreement under seal dated 5 July 1983 and long-term possession leading to the application of prescription and *rechtsverwerking*, effectively diverted attention from a substantive analysis of the legal consequences arising from the fact that Marupik had passed away before Deed of Sale Number 302/Kec.Bululawang/1993 was issued. The rejection of the plea (*petitum*) for the annulment of Deed of Sale Number 302/Kec.Bululawang/1993 became an unavoidable consequence of the entire principal claim being rejected on other grounds, not because the Panel of Judges explicitly declared Deed of Sale Number 302/Kec.Bululawang/1993 was valid despite being executed after the seller's death, nor because the Panel of Judges rejected the subjective defect argument based on Article 1320 of the Civil Code on its merits. Consequently, the juridical status of Deed of Sale Number 302/Kec.Bululawang/1993 itself, as a formal document potentially containing a fundamental defect, did not receive a definitive legal resolution in this decision.

In synthesis, the analysis of the Panel of Judges' legal considerations in Decision Number 32/Pdt.G/2019/PN Kpn demonstrates pragmatic reasoning, oriented towards evidence of historical ownership and the facts of long-term physical possession. The rejection of the Plaintiffs' lawsuit (including the

application for annulment of Deed of Sale Number 302/Kec.Bululawang/1993) was solidly based on the Plaintiffs' failure of proof, the Defendants' success in proving the 1983 transaction, and the application of the doctrines of prescription and *rechtsverwerking*. However, this approach simultaneously yielded a decision that, while resolving the ownership dispute, significantly neglected a direct analysis of the crucial issue concerning Deed of Sale Number 302/Kec.Bululawang/1993 due to a subjective defect, leaving a gap in the discourse on the application of contract law related to problematic authentic deeds.

C. Juridical Implications of the Denial of the Application for Annulment of Deed of Sale Number 302/Kec.Bululawang/1993

The denial of the application for annulment of Deed of Sale Number 302/Kec.Bululawang/1993 in Decision Number 32/Pdt.G/2019/PN Kpn, although not directly validating the deed from the perspective of the subjective requirement defect, carries the primary juridical implication of strengthening the ownership status of the disputed land for Defendant 1 in the Principal Claim/Plaintiff in Reconvension. With the rejection of the Plaintiffs' entire lawsuit in the Principal Claim and the granting of the reconvension, this decision effectively provides judicial endorsement of Defendant 1's claim of rights. This legitimacy, as elaborated in the analysis of the Panel of Judges' considerations, does not stem from an affirmation of the validity of Deed of Sale Number 302/Kec.Bululawang/1993 itself, but rather from the acceptance of the substantial Sale Agreement under seal dated 5 July 1983, supported by initial evidence and testimony, as well as the fact of continuous physical possession of the land for over three decades, protected by the doctrines of prescription and *rechtsverwerking*.

The strengthening of Defendant 1's ownership status theoretically rests on two pillars recognized by the Panel of Judges: *first*, the acknowledgment of the valid acquisition of land rights through the Sale Agreement under seal dated 5 July 1983 between the predecessors of the litigating parties; and *second*, the acquisition of rights through acquisitive prescription (*acquisitieve verjaring*) resulting from good faith physical possession for over 30 years. Although the Panel of Judges did not explicitly prioritize either pillar, their combination within the decision's considerations provides a solid legal foundation for Defendant 1 post-decision. The implication for the parties in this case (*inter partes*) is that the ownership dispute is considered resolved with Defendant 1's victory, wherein the issue concerning Deed of Sale Number 302/Kec.Bululawang/1993 becomes irrelevant for determining the rights to the said land.

However, a different juridical implication arises when the focus shifts to the status of Deed of Sale Number 302/Kec.Bululawang/1993 as an authentic deed.

The Panel of Judges' approach, which bypassed a direct analysis of the subjective requirement defect (due to the seller having passed away when the deed was executed) under Article 1320 of the Civil Code, creates a persistent zone of legal ambiguity regarding the intrinsic validity of the said deed. This decision does not declare the deed materially valid according to contract law; it merely states that the lawsuit for its annulment was inadmissible or rejected on the grounds of prescription and *rechtsverwerking*. Consequently, doctrinally, Deed of Sale Number 302/Kec.Bululawang/1993 remains a deed that *prima facie* contains a fundamental defect, potentially rendering it null and void or at least voidable.

This ambiguity regarding the status of the Deed of Sale Number 302/Kec. Bululawang/1993, although no longer having a significant practical impact on the ownership of the disputed land in this case post-decision, remains theoretically problematic. This Decision Number 32/Pdt.G/2019/PN Kpn, being *inter partes* in nature, does not automatically set aside the inherent defect in the deed *erga omnes*. Conceptually, the question regarding the legal force and consequences of an authentic deed executed involving a deceased party is not fully answered by this decision. This leaves a theoretical discourse regarding how the law (both substantive and evidentiary) should treat such a deed should it arise in the context of other disputes or for future administrative purposes, even though its relevance in this specific case has been reduced by different factors.

More broadly, this decision can be interpreted as a manifestation or reinforcement of a jurisprudential tendency towards balancing the principle of formality in land law with the reality of physical possession and substantive justice by assigning decisive weight to the evidence of the initial (albeit informal) transaction and the facts of good faith physical possession over decades, while setting aside the formal defect in the subsequently executed deed of sale, the Panel of Judges implicitly prioritized the substance of the legal act and the facts on the ground. This aligns with the pursuit of substantive justice for the party who has actually possessed and utilized the land as an owner for a very long period, whose rights might be jeopardized merely due to past administrative formalities (Nuraini & Yunanto, 2023).

However, the implications of such a precedent also warrant critical scrutiny. Overemphasis on substance and physical possession, potentially disregarding formal defects in authentic deeds such as a deed of sale that should be executed according to the provisions of Government Regulation Number 24 of 1997 and the role of the Land Deed Making Official/Temporary Land Deed Making Official, risks reducing the significance of adherence to formal procedures in the transfer of land rights. It could potentially generate a new type of legal uncertainty or even act as a disincentive for parties to ensure the formal validity of their transactions

if, ultimately, the fact of long-term possession is deemed capable of overriding such formal defects through the mechanisms of prescription or *rechtsverwerking*. The balance between protecting long-term possessors in good faith and enforcing formal rules for the sake of orderly land administration remains a continually relevant central issue (Putri & Silviana, 2022).

From the perspective of civil procedure law, this decision offers valuable lessons regarding the application of the principle of the burden of proof, *actori incumbit probatio* (Hakim, 2023). The Plaintiffs' failure in the Principal Claim to present strong and convincing evidence regarding the allegation of forgery of Deed of Sale Number 302/Kec.Bululawang/1993, compounded by the poor quality of the evidence submitted (a photocopy of a photocopy), became one of the pillars for the rejection of the lawsuit. The implication is abundantly clear: the long passage of time inherently complicates the proof of historical facts, making the burden of proof exceptionally heavy for a party seeking to challenge a long-existing legal state or deed. The plaintiff must be prepared to confront defenses based on prescription and *rechtsverwerking* and must be able to present evidence that is not merely sufficient but exceptionally strong to rebut the presumption arising from long-term physical possession.

Therefore, the legal strategy for parties who feel their rights have been violated by old transactions or deeds must carefully consider the strength of the evidence they possess and the risk of the application of prescription or *rechtsverwerking*. This decision underscores the importance of proactive and timely legal action. Negligence or delay in filing a lawsuit, as occurred with the Plaintiffs in the Principal Claim in this case, can have fatal consequences, as courts tend to protect a long-standing status quo for the sake of legal stability unless the plaintiff can demonstrate strong justifying reasons for their delay or present valid and irrefutable evidence concerning a fundamental defect in the opposing party's acquisition of rights.

Ultimately, while leaving a theoretical discourse regarding the treatment of Deed of Sale Number 302/Kec.Bululawang/1993 Due to a subjective defect, the Panel of Judges' strategic choice to decide this case primarily based on the doctrines of prescription and *rechtsverwerking* must be understood as a pragmatic effort to uphold the principle of legal certainty (*rechtszekerheid*). Within the constellation of Indonesian agrarian law, often characterized by cross-generational ownership disputes and past administrative imperfections, these legal doctrines oriented towards the passage of time function as a safety valve mechanism to stabilize legal relations and grant recognition to the established reality of possession. The legal certainty achieved through Decision Number 32/Pdt.G/2019/PN Kpn, although not entirely satisfactory from the perspective of formal legal puritanism, is a

certainty oriented towards the final resolution of the dispute for the parties and the maintenance of social order concerning long-term land possession.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion, it can be concluded that the Deed of Sale Number 302/Kec.Bululawang/1993 constituted the central point of the dispute in Decision Number 32/Pdt.G/2019/PN Kpn, wherein its juridical standing was fundamentally contested: The Plaintiffs in the Principal Claim contested its validity due to a subjective requirement defect, as the seller had passed away, whereas Defendants 1 in the Principal Claim/Plaintiff in Reconvention positioned it merely as an administrative formality for the substantial Sale Agreement under seal dated 5 July 1983.

Furthermore, it is concluded that the denial of the application for annulment of Deed of Sale Number 302/Kec.Bululawang/1993 was not based on a direct examination of the deed's validity from the perspective of Article 1320 of the Civil Code concerning subjective requirements. Instead, the decision's *ratio decidendi* was predominantly built upon the acceptance of the documentary evidence of the Sale Agreement under seal dated 5 July 1983 as the basis for valid rights acquisition, combined with the strict application of the doctrines of prescription (both acquisitive and extinctive) and *rechtsverwerking* (waiver/relinquishment of rights), resulting from the fact of good faith physical possession for over three decades by Defendant 1 in the Principal Claim and his predecessor, as well as the Plaintiffs' passive stance.

The primary juridical implication of Decision Number 32/Pdt.G/2019/PN Kpn is the definitive affirmation of ownership rights over the disputed land for Defendant 1 in the Principal Claim/Plaintiff in Reconvention, based on the validation of the Sale Agreement under seal dated 5 July 1983 and the protection afforded by prescription, although it simultaneously leaves theoretical ambiguity regarding the intrinsic status of Deed of Sale Number 302/Kec.Bululawang/1993 due to a subjective defect, which was not explicitly resolved. Furthermore, Decision Number 32/Pdt.G/2019/PN Kpn indicates a precedent of judicial balancing that tends to prioritize the reality of long-term physical possession and historical substance over formal defects in deeds in agrarian disputes filed belatedly while affirming the heavy burden of proof for challengers of the status quo, and ultimately promotes the achievement of legal certainty through the mechanisms of prescription and *rechtsverwerking*.

Based on the above conclusions, it is recommended that Panels of Judges examining similar cases in the future always comprehensively consider not only the aspects of prescription or *rechtsverwerking* in land disputes involving long-term physical possession but also provide explicit legal analysis and considerations

regarding the juridical status of authentic deeds alleged to contain formal or material defects, including subjective requirement defects based on Article 1320 of the Civil Code. Although the application of prescription or *rechtsverwerking* might become the determining basis for the final decision for the sake of legal certainty, a separate elaboration of the analysis concerning the deed's validity would provide more complete doctrinal clarity, avoid potential legal ambiguity regarding the said deed, and strengthen the decision's legitimacy by demonstrating that all relevant legal aspects have been considered in-depth.

Furthermore, several suggestions are offered to parties involved or potentially involved in similar legal disputes. For parties who believe they hold rights to land but where possession resides with another party based on transactions or deeds deemed defective, it is highly recommended to act proactively and without delay in pursuing legal remedies to avoid the forfeiture of the right to claim due to prescription or being deemed to have waived rights through *rechtsverwerking*. Additionally, the preparation of strong, authentic, and convincing evidence regarding the basis of the rights claim and the alleged defect in the opposing party's acquisition of rights is necessary to meet the heavy burden of proof (*actori incumbit probatio*) when facing the fact of long-term physical possession. Conversely, for parties possessing land based on past acquisition of rights (including informal ones) and continuous physical possession, it is advisable always to keep and maintain all forms of proof of rights acquisition and proof of possession (such as receipts, old agreement letters, tax payment proofs, witness statements), as well as seek formalization of rights through valid land registration procedures to strengthen their legal position and prevent future disputes.

Finally, for the general public, this case offers valuable lessons regarding the importance of prudence and legal compliance in all land transactions. It is highly recommended that every process of transferring land rights always be conducted through formal mechanisms according to applicable laws and regulations, primarily through the execution of a deed of sale before a Land Deed Making Official and promptly registered at the local National Land Agency office to obtain a certificate as strong proof of ownership. Avoid the practice of underhand sales (private sales) or delaying the handling of legal formalities, as this carries a high potential for legal vulnerability and future disputes. Furthermore, legal awareness regarding the time limits for filing claims (prescription) and the importance of active management and supervision over land assets needs to be enhanced so that civil rights pertaining to land can be optimally protected. Consulting land transactions with legal experts or a Notary/Land Deed Making Official is a wise preventive measure.

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