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Article Title

The Annulment of a Grant Deed Due to Unlawful Act and Violation of Inheritance Law: A Case Study of Decision Number 85/Pdt.G/2021/PN Bdg

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ABSTRACT

The annulment of Grant Deeds due to unlawful acts by the Grantee within the context of an inheritance dispute raises complex legal issues concerning the conflict between the formality of deeds and the protection of free will. This research aims to analyze the basis of the Panel of Judges' reasoning in finding unlawful acts by the child (Grantee) and annulling the Grant Deeds, as well as to analyze the forms of legal protection afforded to the Grantor in Decision Number 85/Pdt.G/2021/PN Bdg. The research method employed is normative legal research utilizing case study, statute, and conceptual approaches, with a qualitative descriptive-analytical analysis of the aforementioned decision. The analysis results indicate that the Panel of Judges annulled the Grant Deeds based on the non-fulfillment of the subjective requirement for a valid agreement according to Article 1320 of the Civil Code, namely the absence of free consent resulting from defects of consent (duress and abuse of circumstances) caused by the proven unlawful acts of the Defendant. The conflict between the grant mechanism and the principles of joint marital property according to Law Number 1 of 1974 and the rules of inheritance law further reinforced the basis for annulment. The manifestation of legal protection for the Plaintiff was effectively realized through the annulment of the deeds, which restored the autonomy of will, the order for restitution for the recovery of material losses, the affirmation of correct inheritance rights providing legal certainty, and the judicial declaration of unlawful act as a form of juridical recognition of the violation of the rights. This decision underscores the court's priority on substantive justice and the protection of aggrieved parties in family grant disputes tainted by unlawful acts.

Keywords: Grant Annulment; Inheritance Dispute; Legal Protection; Unlawful Act.

INTRODUCTION

The legal act of grant is an essential instrument within civil law, enabling the gratuitous transfer of rights over assets from one person to another during their lifetime (Azikin, 2018). Provisions regarding grants, particularly commencing from Article 1666 of the Civil Code, provide the legal framework for executing this legal act (Ayudiatrri & Cahyono, 2022). Although conceived as an expression of generosity or the fulfillment of social relations, the practice of granting, especially involving close family relationships and significant assets, often harbors potential legal complexities and can culminate in intricate disputes far exceeding the simple conception of a voluntary gift (Sanjaya & Suprapton, 2017). This potential for conflict inherently necessitates further examination of the juridical boundaries and legal protection available to the parties involved (Sinaga et al., 2022).

The fundamental principle of a grant, as stipulated in Article 1666 of the Civil Code, emphasizes its gratuitous nature and its principle of unilateral irrevocability by the Grantor (Dewi et al., 2025). Strengthening legal certainty in specific grant transactions, such as those involving land and buildings (Rahman et al., 2020), is also mandated by creating an authentic deed before an authorized official, namely a Notary Public or Land Deed Making Official (Jalal et al., 2018). However, this principle of irrevocability is not without exceptions (Budify et al., 2020). Article 1688 of the Civil Code stipulates explicitly conditions under which a grant may be annulled or

revoked, including instances where the conditions of the grant are not fulfilled by the Grantee or if the Grantee is proven to have committed a crime or disgraceful act against the Grantor (Putri & Silviana, 2022). These exception clauses indicate that legal protection is nevertheless afforded to the Grantor against potential misuse or bad faith by the Grantee, where such disgraceful acts may intersect with the broader legal concept of an unlawful act (Fadillah et al., 2023).

The doctrine of an unlawful act, as regulated in Article 1365 of the Civil Code, serves as an important foundation for assessing the legal consequences of a person's actions that cause loss to another, whether by violating statutes, the subjective rights of others, or propriety and morality within society. The relevance of an unlawful act becomes crucial when linked to the validity of an agreement, including a Grant Deed, the formation of which is regulated in Article 1320 of the Civil Code (Syam'ani & Setiawan, 2025). Actions qualifying as unlawful acts, such as duress (*dwang*) (Rimi, 2023), fraud (*bedrog*) (Almuntazar et al., 2019), or abuse of circumstances (*misbruik van omstandigheden*) (Rahmawati & Zuhdi, 2022), can directly vitiate one of the essential requirements for the validity of an agreement, namely the presence of consent or free will, as further affirmed in Article 1321 of the Civil Code concerning defects of consent (*wilsgebreuk*). The absence of free will caused by an unlawful act can result in an agreement, including a grant formally executed as an authentic deed, becoming voidable (*vernietigbaar*) (Syuhada, 2019).

Juridical complexity increases when disputes concerning the annulment of grants occur within the context of disputes over the distribution of inherited assets (inheritance disputes) (Pahlevi et al., 2021). Inheritance law within the Civil Code governs the transfer of rights and obligations from the Decedent to his or her Inheritors (Hamzah & Mangarengi, 2023). Frequently, the object of the grant originates from an undivided inheritance estate or even forms part of marital joint property as regulated in Article 35 of Law Number 1 of 1974¹. In such situations, the legal act of grant performed by one Inheritor (for instance, a surviving parent) to another Inheritor (a child) can directly impinge upon the rights of other Inheritors and the principle of equitable distribution according to law, especially if the grant was coerced or based on bad faith which can be categorized as an unlawful act.

A significant legal problem arises when a Grant Deed, which appears formally valid, is challenged for annulment because the Grantor's consent was obtained through an unlawful act comprising coercion, fraud, or manipulation committed by the Grantee, who is notably the biological child and a fellow Inheritor, amidst a dispute over the distribution of the inheritance estate (Salim et al., 2023). Such cases call into question the boundary between the formal validity of a deed, the principle of

¹Law Number 1 of 1974, as amended by Law Number 16 of 2019.

grant irrevocability, and the legal protection of free will and protection from unlawful acts (Sutanto & Tanuwidjaja, 2017). This research examines how the court analyzes and resolves such normative conflicts and how legal protection is manifested for the aggrieved party.

Decision Number 85/Pdt.G/2021/PN Bdg is a relevant case study for examining this issue. This case presents explicitly a conflict between a mother (the Plaintiff) seeking the annulment of several Grant Deeds she made for her four children (the Defendant and Co-Defendants 1-3). The object of the grants consisted of significant sums of money originating from the sale of inherited assets left by the Plaintiff's late husband. The annulment claim was based on the allegation that the execution of these Grant Deeds occurred due to coercion, psychological pressure, harsh behavior, and persuasion, constituting an unlawful act committed by one of her children (the Defendant) within the context of an unresolved dispute regarding the distribution of the inheritance estate.

Proceeding from this background and legal problem, this research aims *First* to analyze the basis of the Panel of Judges' reasoning in finding an unlawful act by the Defendant and annulling the Grant Deeds executed within the context of an inheritance dispute in Decision Number 85/Pdt.G/2021/PN Bdg. *Second*, analyze the form of legal protection for the Plaintiff provided through the annulment of the Grant Deeds due to the unlawful act by the Grantee in Decision Number 85/Pdt.G/2021/PN Bdg. The analysis of this decision is expected to contribute to the understanding of the application of civil law and inheritance law principles in resolving complex family disputes, particularly concerning the annulment of grants due to unlawful acts, and to provide insight into the available legal protection mechanisms for aggrieved parties in legally defective grant transactions.

METHOD

This research is classified as normative legal research, fundamentally examining legal issues based on applicable positive legal norms, principles, and doctrines relevant to the problems addressed. The selection of this research type is based on the primary focus of the study, which emphasizes the analysis of legal texts and the application of legal rules in a concrete case (Qamar & Rezah, 2020). Several approaches are employed synergistically to address the research problems and objectives comprehensively. The primary approach is the case approach, which implies an in-depth and specific examination of Decision Number 85/Pdt.G/2021/PN Bdg as the primary object of study, particularly its underlying legal reasoning (*ratio decidendi*). To support this case analysis, this research also implements the statute approach to meticulously review the regulatory framework governing grants, unlawful acts, inheritance law, and the validity of agreements within the Civil Code and Law Number 1 of 1974 regarding

joint marital property. Furthermore, the conceptual approach clarifies and precisely explains the essential legal terminology and concepts employed in the analysis, such as grant annulment, unlawful acts, inheritance disputes, defects of consent, and legal protection.

The data sources forming the basis of this normative research are legal materials, categorized into primary legal materials and secondary legal materials (Sampara & Husen, 2016). Primary legal materials, which are authoritative and serve as the primary reference, include the official copy of Decision Number 85/Pdt.G/2021/PN Bdg, the Civil Code, Law Number 1 of 1974, and other legislation directly related to the issues under study. Additionally, secondary legal materials provide explanation, interpretation, and theoretical context for the primary legal materials. These secondary legal materials encompass legal textbooks relevant to Civil Law and Inheritance Law, scholarly articles from reputable law journals, doctrines or views of prominent legal scholars, and other scholarly literature. All these primary and secondary legal materials are gathered through library research or document study techniques, conducted meticulously and systematically to ensure the completeness and relevance of the data.

All collected legal materials, with a primary emphasis on Decision Number 85/Pdt.G/2021/PN Bdg, are analyzed using a qualitative method with a descriptive-analytical nature. The descriptive aspect is applied to accurately present the legal facts, the parties' arguments, the Panel of Judges' legal considerations, and the relevant judicial holdings. Subsequently, the analytical aspect is implemented through a critical analysis of the substance of the decision, the logical structure of the Panel of Judges' reasoning, and the conformity of the legal basis used with applicable legal norms and doctrines. Specifically, analysis techniques include legal interpretation to interpret the meaning of legal provisions the Panel of Judges applied in the decision. *Ratio decidendi* analysis techniques are used intensively to identify, dissect, and understand the core reasons or fundamental legal considerations underlying the Panel of Judges' decision regarding the annulment of the Grant Deed and the qualification of unlawful acts. Furthermore, an evaluation is conducted on the legal argumentation constructed by the Panel of Judges to test the coherence, consistency, and validity of their reasoning.

Systematically, the process of analyzing legal materials in this research is carried out through several sequential and interconnected stages (Irwansyah, 2020). The initial stage involves identifying the legal facts considered relevant, established, or acknowledged in the Panel of Judges' considerations in the decision quo. Based on these facts, the primary legal issues faced and answered by the Panel of Judges in this case are identified and formulated. The subsequent stage involves an in-depth examination of how the Panel of Judges applied relevant positive legal norms (primarily from the Civil Code and Law Number 1 of 1974) to the identified legal facts. Following

this, a critical evaluation is conducted on the legal reasoning process and legal argumentation used by the Panel of Judges in constructing their decision, particularly concerning the justification for the Grant Deed annulment and the qualification of an unlawful act. Finally, all findings from these analysis stages are synthesized logically and systematically to comprehensively and in-depth answer the formulated research objectives.

RESULTS AND DISCUSSION

A. Case Background and Dispute Escalation in Decision Number 85/Pdt.G/2021/PN Bdg

Civil case Number 85/Pdt.G/2021/PN Bdg, adjudicated by the Bandung District Court, presents complex legal dispute dynamics within the scope of family relations, centered on the annulment of Grant Deeds against the backdrop of a dispute over inheritance distribution and alleged unlawful acts. The case background involves Lie Mie Jin as the Plaintiff, the lawful wife of the late Wira Sugandi, based on Marriage Certificate Excerpt Number 157/1985 (Exhibit P-1). From this marriage, four children were born: Agustina (Co-Defendant 1), Sugandi (the Defendant), Yuliana (Co-Defendant 2), and Sumardi (Co-Defendant 3), whose status as lawful children was confirmed through their respective birth certificates (Exhibits P-2 to P-5; T-2; TT.I, II, III-1 to 3). Following the death of Wira Sugandi on May 3, 2015, as recorded in Death Certificate Excerpt Number AM.637.0015627 (Exhibits P-6; T-1), legally, the Plaintiff, along with her four children, were determined as the sole lawful Inheritors, as stated in the Certificate of Inheritance Rights Number 3/KHW/2015 made before a Notary Public (Exhibits P-7; T-3). Establishing the parties' legal status as Inheritors formed the initial juridical foundation before the dispute escalated.

Family harmony among the Inheritors began to be disrupted after the Decedent's passing, triggered by disagreements regarding the mechanism for distributing the inheritance estate ([Ghani et al., 2023](#)). According to the Plaintiff's assertions, subsequently confirmed by the admissions of Co-Defendants 1, 2, and 3 in their responses, the primary source of disagreement was the insistence of the Defendant, who persistently demanded that the entire inheritance estate be divided equally, with each Inheritor receiving a 20% (one-fifth) share. This demand by the Defendant fundamentally ignored the legal principle concerning joint marital property as stipulated in Article 35 section (1) of Law Number 1 of 1974, which should have entitled the Plaintiff, as the surviving spouse, to a 50% share before the remainder of the estate was distributed as inheritance. Conversely, Defendant, in his response, denied being the instigator of the dispute

and claimed that the distribution method resulted from prior deliberation and mutual agreement among all Inheritors, evidenced by several letters of agreement dated 2018 (Exhibits T-5, T-6, T-7). This conflict of claims regarding the existence or absence of an initial agreement became a central factual discrepancy between Plaintiff's narrative and Defendant's.

The dispute escalated further with allegations of unlawful acts committed by the Defendant. The Plaintiff, in her statement of claim, again explicitly supported by the responses of Co-Defendants 1, 2, and 3, alleged a series of actions involving psychological pressure, verbal intimidation such as shouting, and harsh behavior repeatedly perpetrated by the Defendant, not only towards his siblings but also towards the Plaintiff, his biological mother. These actions were allegedly carried out to impose the Defendant's will regarding the 20% equal inheritance division. The Plaintiff even referred to past incidents (Exhibit P-9) as a source of trauma that made her feel pressured by the Defendant's behavior. Conversely, the Defendant's response categorically denied this narrative, calling it an irrelevant "old story," and provided a different version of events to refute the accusations of harsh behavior, claiming instead to have been devoted to his parents (Exhibits T-10 to T-13). This difference in perception and factual claims regarding the Defendant's behavior became a crucial element in proving the element of duress or defect of consent.

The culmination of this series of events occurred concurrently with the sale of a significant inheritance asset, namely land and building at Jalan Soekarno Hatta Number 334, Bandung City, which generated proceeds of IDR 33 Billion upon sale, as stated in the Deed of Sale Number 6/2019 dated August 5, 2019 (Exhibit P-8B). On the same day as this sale transaction, before the same Notary Public, Dr. Nanda Anisa Lubis, S.H., M.Kn. (Co-Defendant 4), four separate Grant Deeds were issued (Deed Numbers 4, 5, 6, 7; Exhibits P-10 to P-13; T-4; TT.I, II, III-4 to 6) from the Plaintiff to each of her children, with a grant value per deed of IDR 3.3 Billion. Plaintiff explicitly alleged in her statement of claim that the execution of these Grant Deeds was not based on free will (*vrije wil*) but rather the direct result of duress arising from the accumulation of pressure, harsh behavior, and persuasion by Defendant, who promised a resolution to the distribution of other inheritance assets. This grant mechanism, according to the Plaintiff, erroneously created the impression that the IDR 13.2 Billion sum (4 x IDR 3.3 Billion) was a voluntary gift from the Plaintiff's share of the joint marital property, whereas the correct inheritance law calculation would have entitled the Plaintiff to a significantly larger share.

Resolution efforts after the execution of the Grant Deeds also reached an impasse and further sharpened the conflict. After realizing the juridical error in the grant mechanism, the Plaintiff initiated clarification. Co-Defendants 1, 2, and

3 demonstrated good faith by stating in writing their willingness to return the grant funds of IDR 3.3 Billion each in order to rectify the distribution according to inheritance law (Exhibits P-14, P-15, P-16; TT.I, II, III-7 to 9). This cooperative attitude from her three children contrasted sharply with the Defendant's response. A demand letter sent by the Plaintiff through her legal counsel (Exhibit P-17) was met with a firm refusal from the Defendant via his legal counsel to return the grant funds (Exhibit P-18). Furthermore, Defendant, through his legal counsel, was accused of exerting further pressure by sending a notification letter containing a threat to report Plaintiff to the police if Plaintiff pursued her intentions (Exhibit P-19). The complete failure of amicable resolution efforts, the Defendant's refusal, and alleged intimidation ultimately prompted the Plaintiff to pursue litigation by filing Civil Lawsuit Number 85/Pdt.G/2021/PN Bdg to seek justice and legal protection.

B. Juridical Analysis of Unlawful Act Qualification and the Basis for Grant Deed Annulment

The factual foundation upon which the Panel of Judges relied in Decision Number 85/Pdt.G/2021/PN Bdg was constructed by carefully evaluating the evidence the parties submitted. Crucially, the Panel of Judges established as a legal fact the existence of a dispute over the distribution of the inheritance estate of the late Wira Sugandi, triggered by the Defendant's attitude and actions. The Panel of Judges' legal considerations explicitly gave significant evidentiary weight to the admissions made by Co-Defendants 1, 2, and 3 in their responses, which confirmed the Plaintiff's allegations regarding the existence of psychological pressure, verbal intimidation through shouting, and harsh behavior perpetrated by the Defendant to impose his will regarding the 20% equal inheritance division. Referring to Article 1925 of the Civil Code, an admission made before the Panel of Judges possesses perfect, binding (*bindende*), and decisive (*beslissende*) probative force; thus, the fact of pressure and coercion exerted by the Defendant upon the Plaintiff was deemed legally proven and irrefutable, despite the Defendant's denials. These factual findings, including indications of third-party involvement influencing Defendant as well as past incidents causing trauma to Plaintiff (Exhibit P-9), cumulatively formed a picture of the existence of duress (*dwang*) and abuse of circumstances (*misbruik van omstandigheden*) experienced by the Plaintiff leading up to and at the time of signing the disputed Grant Deeds.

Based on these established legal facts, the Panel of Judges' juridical analysis then focused on testing the validity of Grant Deeds Number 4, 5, 6, and 7 against the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. The Panel of Judges accurately identified that the first requirement, namely the consent of those binding themselves, was crucial in this case. Referring to

the doctrine of the law of obligations and Article 1321 of the Civil Code, such consent must arise from free will (*vrije wil*) and be free from defects of consent (*wilsgebrek*), such as duress (*dwang*), mistake (*dwaling*), or fraud (*bedrog*). In its considerations, the Panel of Judges expressly stated that the proven facts of “deceit and misleading abuse of circumstances” as well as the “situation of distress due to the harsh attitude and actions” of Defendant towards Plaintiff resulted in the non-fulfillment of the element of free “consent.” The absence of free will on the part of Plaintiff when signing the Grant Deeds rendered the grant agreement legally defective in its subjective aspect. Furthermore, the Panel of Judges also indicated a potential violation of the fourth requirement of Article 1320 of the Civil Code, namely “a lawful cause,” considering the grant agreement arose from a process based on pressure and manipulation contrary to law and propriety. The logical consequence of the non-fulfillment of this subjective requirement (and potentially the objective requirement) was the Panel of Judges’ conclusion that the Grant Deeds were declared invalid and lacked binding legal force.

Consistent with the finding of fact regarding coercion and manipulation, the Panel of Judges also explicitly stated that the Defendant was proven to have committed an unlawful act against the Plaintiff. This qualification was based on an analysis of the Defendant’s actions, which were deemed to fulfill the elements of an unlawful act stipulated in Article 1365 of the Civil Code. The Defendant’s conduct, consisting of intentionally applying pressure, shouting, behaving harshly, and using persuasion to force an inheritance distribution inconsistent with the law, resulting in detrimental Grant Deeds, was viewed as actions violating the Plaintiff’s subjective rights (the right to free will, the right to peace, the right to a correct inheritance share) and/or contrary to propriety and morality in the relationship between a child and their biological mother. The presence of fault (*schuld*) on the part of the Defendant was evident from the intentionality in committing these acts. The loss (*schade*) suffered by Plaintiff was materially proven for IDR 3.3 Billion, which she was compelled to grant to Defendant through Grant Deed Number 7. The causal link (*causaal verband*) between the Defendant’s unlawful act and the occurrence of the defective grant and the Plaintiff’s loss was also implicitly acknowledged by the Panel of Judges. Thus, this qualification of an unlawful act reinforces the justification for the Grant Deed annulment due to the defect of consent it caused and establishes grounds for other legal claims, such as restitution.

In constructing its legal reasoning, the Panel of Judges also effectively addressed the defense arguments put forward by the Defendant. The Panel of Judges set aside the defendant’s claim regarding a prior mutual agreement through the 2018 letters of the statement (Exhibits T-5, T-6, T-7). The Panel’s

considerations implied that the proof of duress and defect of consent at the time of the Grant Deed execution in 2019, strongly supported by the admissions of the majority of Inheritors (Co-Defendants 1, 2, 3), was more relevant and carried higher evidentiary weight than the claim of a prior agreement, which could not refute the fact of subsequent coercion. Similarly, the Defendant's argumentation relying on the guarantee clause in the Grant Deed (Article 2 of Grant Deed Number 7) and the general principle of grant irrevocability (Articles 1666 and 1688 of the Civil Code) became irrelevant when the very foundation of the agreement, namely free consent, was proven to be absent. Interestingly, the Panel of Judges utilized the testimony of the expert witness (Dr. Joko Suroso) presented by the Defendant, who stated that a grant could be annulled if abuse of circumstances was proven, to support its conclusion that annulment was indeed possible because abuse of circumstances by the Defendant had been proven in court.

Therefore, it can be concluded through an analysis of the decision's *ratio decidendi* that the primary basis for the annulment of the four Grant Deeds was the invalidity of the grant agreements due to the non-fulfillment of the subjective requirement for a valid agreement according to Article 1320 section (1) of the Civil Code, namely the absence of consent (free will) from the Plaintiff resulting from a defect of consent in the form of duress and/or fraud (Article 1321 of the Civil Code) arising from a series of unlawful acts committed by the Defendant. The qualification of Defendant's actions as unlawful acts became the causal element that vitiated Plaintiff's free will, thereby resulting in the nullification of the grant obligation manifested in the authentic deeds. This juridical determination forms the basis for subsequent legal consequences, including restoring the Plaintiff's rights.

C. The Problematic Nature of the Grant within the Context of Joint Marital Property and Inheritance Law

Analysis of Decision Number 85/Pdt.G/2021/PN Bdg reveals that the annulment of the Grant Deeds was not solely based on the existence of defects of consent due to unlawful acts but was also inherently linked to problems concerning the legal status of the object of the grant and its conformity with the applicable principles of marital property law and inheritance law (Rusydi, 2016). The primary object that was the source of the grant funds, namely the sum of IDR 33 Billion, originated from the sale of assets comprising land and buildings at Jalan Soekarno Hatta Number 334, Bandung City (Exhibit P-8B). Considering this asset was acquired during the lawful marriage between the Plaintiff and her late husband (Exhibit P-1), juridically, the proceeds from its sale are subject to the joint marital property regime as expressly regulated in Article 35 section (1) of Law Number 1 of 1974. The fundamental legal implication of this joint property

status is that upon the dissolution of the marriage due to the death of one party (in this case, the death of Wira Sugandi, Exhibit P-6), then 50% of said joint property, amounting to IDR 16.5 Billion, legally becomes the absolute right of the surviving spouse, namely the Plaintiff, not as part of the inheritance, but rather as the separation of her ownership rights over said joint property.

The logical consequence of this separation of joint property is that the inheritance estate (boedel waris) of the late Wira Sugandi that could legally be distributed among his Inheritors was only the remaining 50% share, amounting to IDR 16.5 Billion. The principles of civil inheritance law in the Civil Code apply to this inheritance estate. The Panel of Judges, in its considerations, correctly referred to the provisions for Group I Inheritors (comprising the wife/Plaintiff and the four children/Defendant and Co-Defendants 1-3, according to Exhibit P-7). Based on Article 852 of the Civil Code, the division is made equally per capita. Thus, the correct legal calculation for the IDR 16.5 Billion inheritance estate divided among the 5 (five) Inheritors is that each Inheritor is entitled to receive IDR 3.3 Billion. This calculation definitively establishes the maximum inheritance right that could be obtained by Defendant and Co-Defendants 1, 2, and 3 from their father's estate regarding the funds from the sale of said asset.

A significant juridical problem arises when examining the transaction mechanism formalized through Grant Deeds Number 4, 5, 6, and 7, dated August 5, 2019 (Exhibits P-10 to P-13). As analyzed by the Panel of Judges, these four deeds transferred funds amounting to IDR 3.3 Billion to each child (the Defendant and Co-Defendants 1-3), a sum that coincidentally matched exactly their inheritance rights from their father's share. However, this transaction structure, as alleged by the Plaintiff and accepted by the Panel of Judges based on the facts presented in court, was constructed as if the funds constituted a voluntary grant sourced from the Plaintiff's share of the joint marital property (amounting to IDR 16.5 Billion). A legal distortion occurred, whereby the children's inheritance rights, which should have originated from their father's inheritance estate, were erroneously formalized as a grant, the funds for which appeared to be sourced from their mother's absolute right over the joint property. It created ambiguity and a representation inconsistent with the actual substance of ownership and inheritance rights according to law.

Such a grant structure, originating from conditions of duress and alleged unlawful acts as elaborated in the previous subsection, fundamentally contravenes the principle of joint marital property separation and applicable inheritance distribution rules. This mechanism disregards the Plaintiff's absolute right to 50% of the joint property (IDR 16.5 Billion) by implying these funds could be freely

granted (despite occurring under duress) and obscures the source of the children's entitlement. Appropriately, each child's acquisition of IDR 3.3 Billion should have been recognized as fulfilling their inheritance rights from their father's estate, not as a grant from their mother. Formalizing the fulfillment of inheritance rights through a grant scheme, whose fund source was erroneously attributed to the mother's share of joint property, mainly when carried out under duress, deviates from the established order of marriage law and inheritance law (Bashori & Ichsan, 2021).

Therefore, these problems concerning the grant within the context of joint marital property and inheritance law reinforce the juridical justification for the Panel of Judges' annulment of these Grant Deeds (Sakti, 2021). Annulment is necessary not only to restore the Plaintiff's free will, which was vitiated due to defects of consent (Article 1320 jo. Article 1321 of the Civil Code), but is also essential for restoring the order of ownership and inheritance rights by the mandatory legal provisions in Law Number 1 of 1974 and the Civil Code. The court's action of annulling these deeds serves to negate the substantially flawed transaction structure and ensure that the distribution of the inheritance estate can be redone based on the correct calculation of rights (Fitri et al., 2023), clearly separating the Plaintiff's rights over the joint property from the rights of the Inheritors (including the Plaintiff) over the inheritance estate of the late Wira Sugandi. Unraveling this context of inheritance law and joint marital property is vital for understanding the depth of the problem and the overall rationale of the Panel of Judges' decision.

D. Manifestation of Legal Protection for the Grantor Resulting from the Deed Annulment

The concept of legal protection, as understood in legal doctrine, constitutes the very essence of the existence of the legal system itself, namely as a series of measures provided by the legal order to guarantee and protect the rights and interests of legal subjects from potential violations or losses (Jadidyah & Priyono, 2025). In the context of case Number 85/Pdt.G/2021/PN Bdg, the Plaintiff was in a vulnerable position where her free will as an individual and her rights as a property owner and Inheritor were threatened by actions qualified as unlawful acts committed by the Defendant, her son. The legal action of filing a lawsuit with the Bandung District Court is a concrete manifestation of the Plaintiff's effort to obtain such legal protection through available judicial mechanisms, requesting court intervention to restore her violated rights. Analysis of the judicial holdings and the Panel of Judges' legal reasoning shows that legal protection for the Plaintiff as the Grantor manifested in several significant forms.

The most fundamental manifestation of legal protection in this decision is the annulment of Grant Deeds Number 4, 5, 6, and 7, which were declared invalid and lacking binding legal force (Holding Point 6). This decision directly responds to the core legal issue concerning the defect of consent (*wilsgebrek*) experienced by the Plaintiff when these deeds were executed, as regulated in Article 1320 jo. Article 1321 of the Civil Code. By annulling these deeds, the court effectively negated the legal consequences of the legal act born from duress (*dwang*) and abuse of circumstances (*misbruik van omstandigheden*). This judicial action protects the Plaintiff's autonomy of will, freeing her from unlawfully formed legal bonds, and affirms the principle that consent obtained through unlawful means cannot have its validity upheld in the eyes of the law (Yuliana, 2023). This annulment protects the integrity of the agreement formation process and individual freedom of contract.

Further legal protection was manifested through an order for restitution or restoration of the prior state, namely by ordering the Defendant to return the cash sum of IDR 3.3 Billion that he received based on Grant Deed Number 7 (Holding Point 7). This order is a logical consequence of the annulment of said Grant Deed and constitutes a reparative form of legal protection. The Panel of Judges ensured that the material loss directly suffered by Plaintiff due to Defendant's unlawful act and that the void grant transaction could be recovered. This decision aligns with the principle of *restitutio in integrum* or restoration to the original state as far as possible, and concretely protects Plaintiff's assets from unlawful possession by Defendant. This step also aligns with the cooperative stance of Co-Defendants 1, 2, and 3, who had already stated their willingness to return similar funds (Exhibits P-14, P-15, P-16); thus, this judgment ensures consistent legal treatment and accountability for the party proven to have committed the unlawful act.

Besides the restoration of rights over the unlawfully granted funds, legal protection for the Plaintiff also manifested through the affirmation and clarification of her rights within the context of inheritance law and joint marital property (Holding Point 5). By explicitly establishing the correct calculation for the distribution of the late Wira Sugandi's inheritance estate – recognizing the Plaintiff's right to 50% of the joint property (IDR 16.5 Billion) plus a 20% inheritance share (IDR 3.3 Billion) – the court provided legal certainty (*rechtszekerheid*) regarding the Plaintiff's actual standing and inheritance rights. This determination protects Plaintiff from potential further disputes based on the erroneous distribution scheme (equal 20%) that Defendant forced. This legal certainty constitutes a form of preventive protection, affirming the Plaintiff's civil rights under Law Number 1 of 1974 and the Civil Code.

Furthermore, the Panel of Judges' explicit statement that the Defendant was proven to have committed an unlawful act (Holding Point 2), although the claim for immaterial damages was rejected due to lack of detailed proof, still holds value as a form of legal protection. This declaration of unlawful act constitutes juridical recognition of the violation of rights and suffering experienced by Plaintiff due to Defendant's actions. It provides a form of non-material restoration in the form of justification or vindication of the Plaintiff's position and legal condemnation of the Defendant's behavior. Legal protection was also manifested through procedural instruments, namely by declaring the conservatory attachment (*conservatoir beslag*) placed upon Defendant's assets as valid and valuable (Holding Point 8). This attachment serves as a guarantee for the execution of the judgment, particularly regarding the Defendant's obligation to return the IDR 3.3 Billion, thereby protecting the Plaintiff from the possibility of the Defendant transferring his assets to evade judgment execution.

In synthesis, Decision Number 85/Pdt.G/2021/PN Bdg demonstrates a multi-dimensional manifestation of legal protection for the Plaintiff as the Grantor who was a victim of unlawful acts. This protection is not only curative, through the annulment of the legally defective agreement and the order for restitution to recover material losses, but also declarative, by affirming the Plaintiff's legal rights within the context of joint property and inheritance and providing juridical recognition of the occurrence of unlawful acts. Combined with procedural protection through the conservatory attachment, this decision comprehensively illustrates how civil procedure mechanisms can be utilized to protect aggrieved legal subjects due to abuse of circumstances and unlawful acts within the realm of complex family grant and inheritance disputes.

E. Implications of the Decision for Grant Practices and the Responsibilities of the Parties

Decision Number 85/Pdt.G/2021/PN Bdg, which annulled a series of Grant Deeds due to unlawful acts within the context of an inheritance dispute, carries significant juridical and practical implications, not only for the litigating parties but also for the legal practice of grants and the responsibilities of the legal subjects involved therein. This decision fundamentally reaffirms the supremacy of free consent as an essential element in forming agreements, as Article 1320 section (1) of the Civil Code mandates. Although the grants were formalized in authentic deeds that possess perfect evidentiary force, this decision demonstrates that courts are not bound solely by formality and are authorized to examine substantive aspects concerning the presence or absence of defects of consent (*wilsgebrek*) that vitiate the consent process, especially if duress (*dwang*), fraud (*bedrog*), or abuse of circumstances (*misbruik van omstandigheden*) are alleged, as regulated in Article

1321 of the Civil Code. Its practical implication is that parties intending to make a grant must ensure that the transaction genuinely reflects the sincere and voluntary desire of the Grantor, free from any form of pressure or manipulation.

Specifically, this decision highlights the inherent vulnerability in grant transactions conducted within the scope of core family relationships, such as between parents and children. Power relations and typical emotional dynamics within families can create openings for the occurrence of abuse of circumstances or psychological pressure that may not be explicitly apparent but substantially affects the Grantor's freedom of will. This case serves as an important precedent, reminding us that the standards for proving defects of consent remain applicable even when the transaction occurs among the closest family members. Furthermore, this decision explicitly underscores the legal consequences of conflating the grant mechanism with resolving inheritance disputes, particularly concerning joint marital property. The use of grants as an instrument to formalize an inheritance distribution that does not comply with the rules of joint marital property law (Article 35 of Law Number 1 of 1974) and civil inheritance law (e.g., Article 852 of the Civil Code) has been proven to be voidable by the court. It implies the importance of an accurate understanding and correct application of marital property law and inheritance law when undertaking family asset planning or distribution, as well as the danger of using legal instruments like grants for improper purposes or forcing outcomes inconsistent with their legal nature.

The qualification of the Defendant's actions as unlawful acts based on Article 1365 of the Civil Code in this decision also carries important implications. It affirms that coercion, verbal intimidation, harsh behavior, and manipulation within a family context to obtain material gain (in this case, the grant) can be categorized as unlawful acts, giving rise to civil legal liability. This decision signals that Grantees cannot shelter behind the formality of a deed if its acquisition was based on reprehensible acts that harmed the Grantor. The legal consequence of the restitution order (return of the grant money) affirms that benefits obtained through unlawful acts must be restored to the aggrieved party. It implies an obligation for prospective Grantees to always act in good faith and respect the free will and rights of the Grantor.

Although the Panel of Judges did not specifically rule on the legal responsibility of the Notary Public (Co-Defendant 4), who was absent from the proceedings, the involvement of this public official in the creation of the subsequently annulled deeds raises separate reflections concerning the role and responsibilities of the office of Notary Public. The execution of four Grant Deeds on the same day as the deed of sale for the inheritance asset, with a structure that was substantially flawed according to joint marital property law and inheritance

law, and in a situation subsequently proven to be marked by coercion, implicitly calls into question the extent to which the duty of care (*zorgvuldigheid*) and the Notary Public's obligation to ensure the parties' understanding and free will (as stipulated in Law Number 30 of 2004²) were optimally executed. The order in the judicial holdings for Co-Defendant 4 to comply with the decision (Holding Point 9) at least affirms the Notary Public's connection to the legal consequences of the annulment of the deeds they executed. This case can remind Notaries Public of the importance of diligence and integrity in carrying out their official duties, especially in transactions involving potential family conflicts and inheritance distribution.

Overall, Decision Number 85/Pdt.G/2021/PN Bdg provides a valuable jurisprudential contribution by affirming the priority of genuine free will in the legal act of grant, establishing unlawful act as a basis for challenging the validity of grants obtained improperly, and highlighting the complex interaction between grant law, marital property law, and inheritance law. This decision also implicitly emphasizes the important role of evidence, especially admissions from related parties (such as Co-Defendants 1, 2, and 3), in uncovering the material truth behind the formality of deeds. Its main implication is the affirmation of legal responsibility for all parties involved in a grant transaction – the Grantor to act freely, the Grantee to act in good faith, and public officials to perform their functions with full diligence – in order to maintain legal integrity and achieve substantive justice.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion, it can be concluded that Decision Number 85/Pdt.G/2021/PN Bdg juridically affirms the annulment of the disputed Grant Deeds not merely due to formality but rather due to the proven unlawful acts committed by the son as the Grantee (the Defendant) against his biological mother as the Grantor (the Plaintiff). This qualification of unlawful act is based on the Defendant's series of actions comprising psychological coercion, verbal intimidation, harsh behavior, and abuse of circumstances that significantly vitiated the Plaintiff's free will in the execution of said Grant Deeds. The annulment of the Grant Deeds is fundamentally based on the non-fulfillment of the subjective requirement for a valid agreement as stipulated in Article 1320 section (1) of the Civil Code, namely the absence of consent born from free will due to the presence of defects of consent (*wilsgebrek*) in the form of duress (*dwang*) and/or fraud (*bedrog*) as well as abuse of circumstances (*misbruik van omstandigheden*), as regulated in Article 1321 of the Civil Code, which defect of consent was a direct consequence of the unlawful acts committed by the Defendant. Furthermore, the coerced grant mechanism was proven to contravene the principles of joint marital property distribution according to Article 35 of Law Number 1 of 1974

²Law Number 30 of 2004, as amended by Law Number 2 of 2014.

and the rules of civil inheritance law for Group I Inheritors according to the Civil Code, thereby reinforcing the justification for annulment in order to uphold the correct legal order of ownership and inheritance.

Furthermore, the analysis of Decision Number 85/Pdt.G/2021/PN Bdg demonstrates the manifestation of legal protection afforded by the court to the Plaintiff as the aggrieved Grantor. This legal protection materialized comprehensively through several aspects of the judgment. *First*, the annulment of the four Grant Deeds effectively restored the Plaintiff's autonomy of will and freed her from the obligation that arose invalidly. *Second*, the order for restitution against Defendant to return the grant funds of IDR 3.3 Billion constitutes a form of concrete recovery for material losses. *Third*, the court's determination regarding the correct inheritance distribution calculation by joint marital property law and inheritance law provided legal certainty regarding the Plaintiff's civil rights, which were previously threatened by the erroneous distribution scheme. *Fourth*, the explicit statement that Defendant had committed unlawful acts, although immaterial damages were rejected, serves as juridical recognition of the violation of rights suffered by Plaintiff. *Fifth*, validating the conservatory attachment provides procedural protection to guarantee the effectiveness of the judgment's execution concerning the return of funds.

In synthesis, this Decision Number 85/Pdt.G/2021/PN Bdg provides an important affirmation regarding the role of the courts in protecting the integrity of free will in the legal act of grant, even when formalized in an authentic deed, particularly within the context of family relations vulnerable to abuse of circumstances and unlawful acts. This decision illustrates how courts can unravel the complex interactions between contract law (particularly defects of consent), the law concerning unlawful acts, marital property law, and inheritance law to achieve substantive justice and provide adequate legal protection for aggrieved parties due to improper actions in family inheritance distribution disputes.

Regarding the conclusions outlined above, several academic and practical suggestions are proposed. Academically, further research could be conducted to study other decisions related to the annulment of grants due to unlawful acts within the family context and identify patterns or jurisprudential developments. Additionally, more in-depth studies concerning the challenges of proving elements of psychological coercion or abuse of circumstances in family civil disputes and analysis regarding the limits of Notary Public legal liability in preventing transactions indicative of defects of consent could provide valuable contributions to legal thought.

For practical stakeholders, this decision offers several important lessons. For the general public, particularly when undertaking estate planning or inter-family grants, it is strongly advised to do so with full awareness, caution, sufficient legal

understanding, and ideally accompanied by independent legal consultation to avoid potential future disputes. For legal practitioners (advocates), this case emphasizes the importance of a strong evidentiary strategy to uncover the presence or absence of defects of consent and unlawful acts, including maximizing witness testimony (if available) and documentary evidence such as correspondence or admissions from related parties. For Notaries, Public and Land Deed Making Officials, this case can serve as a reflection to continuously enhance professional diligence (*zorgplicht*) in ensuring parties truly understand the legal consequences of the deeds executed and declare their will freely without pressure, especially in high-value transactions or those involving complex family dynamics. Finally, it is hoped that the judiciary will prioritize substantive justice by boldly examining the material aspects behind the formality of deeds to provide optimal legal protection for weak or aggrieved parties.

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