

Judicial Validation of a Private Land Sale and Purchase Agreement as a Basis for Registration of Transfer of Title: A Study of Medan District Court Decision No. 995/Pdt.G/2024/PN Mdn

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Abstrak

Tanah merupakan sumber daya alam penting bagi kehidupan manusia dari aspek ekonomi, sosial, dan hukum. Kepastian hukum dalam peralihan hak milik atas tanah memerlukan pemahaman mengenai perbedaan keabsahan perjanjian jual beli menurut hukum perdata dengan persyaratan administratif pendaftaran tanah. Dalam praktiknya, banyak jual beli tanah dilakukan secara di bawah tangan tanpa melibatkan Pejabat Pembuat Akta Tanah (PPAT), sehingga menimbulkan persoalan mengenai kekuatan hukumnya. Penelitian ini menganalisis keabsahan perjanjian jual beli tanah di bawah tangan berdasarkan Putusan Pengadilan Negeri Medan Nomor 995/Pdt.G/2024/PN Mdn dengan metode yuridis normatif dan pendekatan perundang-undangan. Pembahasan menunjukkan bahwa jual beli menurut Pasal 1457-1458 KUHPdata lahir dari kesepakatan para pihak, sedangkan keabsahan perjanjian harus memenuhi Pasal 1320 KUHPdata, yaitu kesepakatan, cakupan, objek tertentu, dan sebab yang halal. Namun, keabsahan secara keperdataan tidak otomatis mengakibatkan peralihan dan pendaftaran hak milik karena diperlukan akta PPAT sesuai PP Nomor 24 Tahun 1997. Dalam putusan tersebut, hakim mempertimbangkan pelunasan Rp95.000.000, penyerahan sertifikat asli, penguasaan fisik selama 11 tahun, dan persesuaian keterangan saksi, kemudian memerintahkan pendaftaran peralihan hak. Kesimpulannya, perjanjian di bawah tangan dapat mengikat secara keperdataan, sedangkan akta PPAT tetap berfungsi preventif dan administratif. Putusan tersebut mencerminkan keadilan, kepastian hukum, dan tertib administrasi serta memberikan judicial remedy bagi pembeli beriktikad baik.

Kata Kunci: Perjanjian Jual Beli Tanah, Peralihan Hak Milik, Perjanjian Di Bawah Tangan, Akta PPAT, Putusan Pengadilan.

Abstract

Land is a crucial natural resource for human life from economic, social, and legal perspectives. Legal certainty in the transfer of land ownership rights requires an understanding of the distinction between the validity of sale and purchase agreements under civil law and the administrative requirements for land registration. In practice, many land transactions are conducted informally without involving a Land Deed Official (PPAT), thereby raising questions about their legal force. This research examines the validity of informal land sale and purchase agreements based on the Decision of the Medan District Court Number 995/Pdt.G/2024/PN.Mdn using normative juridical methods and a statutory approach. The analysis demonstrates that a sale and purchase transaction, according to Articles 1457-1458 of the

Indonesian Civil Code, arises from the agreement of the parties, while the validity of the agreement must satisfy Article 1320 of the Civil Code- namely, agreement, capacity, definite object, and lawful cause. However, civil validity does not automatically result in the transfer and registration of ownership rights, as a PPAT deed is required in accordance with Government Regulation Number 24 of 1997. In the aforementioned decision, the judge considered the settlement of Rp95,000,000, delivery of the original certificate, physical possession for 11 years, and the consistency of witness testimony before ordering the registration of the right transfer. In conclusion, informal agreements can be legally binding under civil law, whereas PPAT deeds retain their preventive and administrative functions. The decision reflects justice, legal certainty, and administrative order, while providing judicial remedy for good-faith buyers.

Keywords: Land Sale and Purchase Agreement, Transfer Of Ownership Rights, Informal Agreement, PPAT Deed, Court Decision.

INTRODUCTION

Land is a natural resource of vital importance to human life from economic, social, and legal perspectives. It serves not only as a place of residence and a base for business activities within society but also as the subject of various legal relationships involving rights and obligations for the parties concerned. Therefore, to prevent future disputes, legal certainty regarding land status and ownership is essential. Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA), along with its implementing regulations, provides this legal certainty.¹

Fundamentally, the issue of land ownership and its status is inseparable from the legal relationships between individuals. To meet various life needs such as acquiring and possessing land people must constantly interact with one another within society. One common method used to obtain land ownership rights is through a land sale and purchase agreement. According to Article 1313 of the Indonesian Civil Code, an agreement is an act whereby one or more persons bind themselves to one or more other persons. This legal document serves as a fundamental basis and holds binding force akin to a statute for the parties who enter into it.

Article 1457 of the Indonesian Civil Code stipulates that a sale and purchase is an agreement wherein one party binds themselves to deliver an object and the other party pays the agreed price. This provision is reinforced by Article 1458 of the Indonesian Civil Code, which states that a sale and purchase is deemed to have validly occurred the moment an agreement is reached regarding the goods and the price, even if the goods have not yet been delivered or the price has not yet been paid in full. However, the validity of the agreement does not automatically result in the transfer of ownership rights.²

Under the Indonesian legal system, such an agreement merely creates an obligatory legal relationship giving rise to rights and obligations for the parties but

¹ Boedi Harsono, *Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya*, Djambatan, Jakarta, 2016, hlm. 18.

² Gabriel Chivalry Miracle Kusen, Immanuel Christian Sudarno, Muhammad Elvio Bramaditra, "Perbandingan antara terjadinya perjanjian dalam peralihan hak milik dalam jual beli menurut sistem hukum indonesia", *Jurnal pengabdian masyarakat dan riset pendidikan*, Vol. 4, No. 4, 2025, hlm. 24656.

does not automatically result in the transfer of ownership of the object being traded. The transfer of ownership requires a legal act of delivery (levering) in accordance with applicable legal provisions.

In principle, land sale and purchase agreements are subject to the general requirements for agreements set forth in the Indonesian Civil Code (KUHPerdata). For an agreement to be valid, it must meet the requirements stipulated in Article 1320 of the Civil Code: the agreement of the parties, the legal capacity of the parties, a specific object, and a lawful cause. Once these requirements are met, Article 1338 paragraph (1) of the Civil Code dictates that all legally formed agreements serve as law for the parties who entered into them.³ Thus, an agreement serves not only as a means to bind the parties but also as the basis for determining the legal consequences of a civil legal relationship.

Based on the principle of consensualism, a sale and purchase agreement is fundamentally valid and binding upon the parties once mutual agreement is reached, even if it has not yet been formalized in an authentic deed. However, specifically regarding the transfer of land rights, national land law stipulates an additional requirement: the execution of a deed of transfer of rights before a Land Deed Official (PPAT), as prescribed by Government Regulation Number 24 of 1997 concerning Land Registration. This PPAT deed serves as the basis for registering the transfer of rights and issuing a new certificate in the buyer's name at the Land Office.

Under Indonesian land law, the sale and purchase of land possesses unique characteristics; it is governed not only by the provisions of the Civil Code but also by the Basic Agrarian Law (Law No. 5 of 1960) and Government Regulation No. 24 of 1997 concerning Land Registration. These regulations stipulate that the transfer of land rights through sale and purchase can only be registered if evidenced by a deed executed by a Land Deed Official (PPAT). Such provisions aim to provide legal certainty and protection for holders of land rights protection that is essential for the public, particularly within the framework of a welfare state.⁴ However, in practice, many land sale and purchase transactions are still conducted informally without the execution of a Sale and Purchase Deed (AJB) by a Land Deed Official (PPAT) thereby raising issues regarding the legal validity of such agreements and their standing as the basis for the transfer of ownership rights.⁵

The right of ownership (hak milik) over land constitutes the strongest and most complete right a person can hold over a parcel of land, as affirmed in Article 20 paragraph (1) of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA). As a hereditary, strongest, and most complete right, it grants the holder the authority to use and utilize the land, provided such use does not conflict with the social function of land as stipulated in the UUPA. However, this right of ownership is not absolute, as any use or transfer of the land right must be carried out in accordance with applicable legal procedures and provisions.⁶

³ R. Subekti, *Hukum Perjanjian*, Cetakan ke-21, Intermasa, Jakarta, 2005, hlm. 1-5.

⁴ Ria Juliana Siregar, "Pelaksanaan Lelang Terhadap Prinsip Keadilan di Indonesia", *Visi Sosial dan Humoniora*, Vol. 3 No. 3, 2022, p.109

⁵ Ayu Larasati, Raffles, "Peralihan Hak Atas Tanah dengan Perjanjian Jual Beli Menurut Hukum Pertanahan Indonesia," *Zaaken: Journal of Civil and Business Law*, Vol. 1 No. 1, 2020, hlm. 129.

⁶ Boedi Harsono, *Op-Cit.*, hlm. 286.

The transfer of land ownership rights constitutes a legal event that results in the shifting of the legal relationship from the former rights holder to the new rights holder. Pursuant to Article 20 paragraph (2) of the Basic Agrarian Law (UUPA), ownership rights may be transferred to other parties. Such a transfer may occur due to legal events such as inheritance or legal acts such as sale and purchase, gifting, exchange, and other legal actions. In the case of a sale and purchase, the existence of a sales agreement establishes the mutual consent of the parties; however, achieving legal certainty regarding the transfer of ownership requires the fulfillment of formal prerequisites in accordance with land law regulations. This highlights the distinction between the validity of an agreement as a source of obligations and the validity of the transfer of land rights as a legal act concerning property rights (*zakelijk recht*).⁷

The distinction between the binding force of a sale and purchase agreement and the process of transferring ownership rights frequently arises as an issue in judicial practice. Even if an agreement meets the validity requirements set forth in Article 1320 of the Indonesian Civil Code, the transfer of land rights cannot necessarily be executed if the formal requirements of land law are not satisfied. In certain circumstances, the court may validate a land sale and purchase agreement entered into by the parties to provide legal certainty and serve as the basis for executing the transfer of land rights.

Article 37 paragraph (1) of Government Regulation No. 24 of 1997 stipulates that the transfer of land ownership rights may only be registered if evidenced by a deed drawn up by a Land Deed Official (PPAT). A PPAT deed possesses conclusive evidentiary value because it incorporates all elements of civil evidence, thereby obviating the need for additional documents as the basis for registering the rights.⁸ Generally, the sale and purchase process begins with an agreement between the seller and the buyer regarding the land in question, the price, and the terms of the transaction. During this initial stage, the buyer must verify that the land's status is clear, the documentation is complete, and there are no existing disputes, ensuring that subsequent steps proceed smoothly. Buyers are required to provide their Resident Identity Card (KTP), Family Card (KK), and Taxpayer Identification Number (NPWP), as well as pay the Duty on the Acquisition of Rights on Land and Building (BPHTB). Fulfilling these obligations is an integral part of the administrative process for the sale and purchase of land.⁹ As for the sellers, they are required to provide the original land certificate; their ID card (KTP), family card (KK), and Taxpayer Identification Number (NPWP); proof of payment for the Land and Building Tax (PBB); spousal consent (if married); and importantly proof of payment of Income Tax (PPh).

For instance, in the case of Medan District Court Decision Number 995/Pdt.G/2024/PN Mdn, the plaintiff purchased a 92 m² plot of land from three defendants for IDR 95,000,000 (on January 8, 2013). Although payment was

⁷ Ibid., hlm. 333–335.

⁸ Tri Wahyuni, "Kebijakan Pendaftaran Peralihan Hak Milik Atas Hak Bersama di Kantor Pertanahan Kota Metro", *Jurnal Hukum dan Syariah*, Vol. 3, NO. 1, 2025, hlm. 62

⁹ Kementerian Agraria dan Tata Ruang dan Badan Pertanahan Nasional, "Simak Cara Jual Beli Tanah yang Aman agar Terhindar Dari Masalah Di Masa Medatang", <https://www.atrbpn.go.id/berita/simak-cara-jual-beli-tanah-yang-aman-agar-terhindar-masalah-di-masa-mendatang>, Accessed pada 30 Juni 2026 Pukul 16.08 WIB.

received and possession of the land was handed over, the title deed had not been transferred even eleven years later. The plaintiff filed a lawsuit with the Medan District Court seeking judicial validation of the agreement and an order to transfer the title deed. The judge granted the claim based on evidence including payment receipts, the original title deed, testimony from two witnesses, and a site inspection demonstrating that the sale-and-purchase transaction had been substantially consummated.

This ruling affirms that a sale and purchase agreement that has been mutually agreed upon and executed (involving both payment and delivery) is valid under Article 1457 of the Indonesian Civil Code and Article 20 of the Basic Agrarian Law (UUPA), even if the formal transfer of the land title certificate has not yet been completed. The court may order the ATR/BPN Office to transfer the certificate pursuant to the judgment. This case is significant as it demonstrates the legal protection afforded to land buyers and the role of the courts in overcoming administrative obstacles related to land registration in Indonesia. It must be emphasized that the law exists for the sake of humanity, not the other way around; when the law no longer aligns with human needs, it must be reformed and improved. In essence, the law must genuinely benefit human life by fostering order, certainty, utility, and justice.¹⁰

RESEARCH METHOD

This study focuses on the formalization of land sale and purchase agreements as the basis for the transfer of land ownership rights, examining the matter through the lens of Medan District Court Decision Number 995/Pdt.G/2024/PN Mdn. The study employs a normative-juridical legal research method, utilizing a statutory approach to analyze the application of legal norms in practice via the relevant court decision.

The data and data sources utilized are secondary in nature; these typically encompass authoritative primary legal materials, such as legislation, official records or legislative proceedings, and judicial decisions.¹¹ The primary legal materials in this study comprise provisions from the Civil Code and the Basic Agrarian Law, as well as the judicial ruling in Case No. 995/Pdt.G/2024/PN Medan. All collected data were analyzed using a qualitative method involving legal reasoning. The analysis results are presented systematically and descriptively to address the research issues in relation to the theoretical framework and applicable legal provisions.

The case approach treats District Court Decision No. 995/Pdt.G/2024/PN Mdn as a judicial remedy in a concrete dispute, not as a general substitute for the PPAT deed required by the land-registration regime. The analysis therefore separates three questions: the inter partes validity and enforceability of the private sale-and-purchase agreement; the evidentiary value of documents, payment, possession, witnesses, and site inspection; and the administrative requirements for registering a transfer of land title under the UUPA and Government Regulation No. 24 of 1997.

A private agreement may create contractual obligations when the requirements of the Civil Code are satisfied, but the transfer and registration of a

¹⁰ Janpatar Simamora, Bintang ME Naibaho, "Strengthening the Legal Foundation of the Prosecutor's Office in the Constitutional System of the Republic of Indonesia", *Jurnal Konstitusi*, Vol. 22, No. 2, 2025, hlm. 341.

¹¹ Peter Mahmud Marzuki. *Penelitian Hukum*. Kencana, Jakarta, 2008, hlm. 141.

land right are governed by the special land-law regime. Article 37 of Government Regulation No. 24 of 1997 makes a PPAT deed the ordinary documentary basis for registration, subject to the limited exceptions provided by law. Accordingly, a judgment that resolves non-cooperation or confirms a legal relationship must be understood within the specific operative order and registration requirements applicable to the case; it should not be generalized as making every private land-sale agreement equivalent to an authentic PPAT deed.

RESULTS AND DISCUSSION

The validity of a land sale and purchase agreement that has not yet been executed via a Land Deed Official (PPAT) deed cannot be determined solely by the presence or absence of a Sale and Purchase Deed (AJB). This matter must be understood from two distinct legal perspectives: the validity of the agreement under civil law and the validity of the transfer of land rights under land law. Each is governed by different legal principles and entails different legal consequences. A failure to grasp this distinction can lead to the erroneous assumption that any land sale not conducted before a PPAT is automatically invalid; however, civil law and land law prescribe different legal consequences for the sale and purchase agreement itself versus the actual transfer of land rights.

Under civil law provisions, an agreement is considered valid and binding if it meets the four essential requirements set forth in Article 1320 of the Civil Code. These four requirements are:

1. The agreement of the parties binding themselves;
2. The capacity to enter into an agreement;
3. A specific subject matter;
4. A lawful cause.

These four requirements serve as standards or benchmarks to ensure that the legal relationship established between the parties meets the criteria for a valid and legally binding agreement.

Civil law does not stipulate that the execution of a deed before a Land Deed Official (PPAT) is a mandatory requirement for a sale and purchase agreement to be legally valid. Consequently, the existence of a PPAT deed cannot be classified as either a subjective or objective condition determining the validity of a sale and purchase agreement between the parties. The PPAT deed serves a different function, specifically regarding the evidentiary basis of the transaction and the procedure for registering the transfer of land ownership rights with the competent authorities.¹²

Based on civil law principles, a sale and purchase agreement for a plot of land is essentially the same type of agreement as contracts in general. Therefore, provided that all civil law requirements for the validity of an agreement are met along with the specific conditions applicable to sale and purchase transactions the land sale and purchase agreement remains legally binding, even if the transaction is concluded without the involvement of a Land Deed Official (PPAT).¹³

¹² Janpatar Simamora, "Regional Government Policy in Protecting Customary Land Rights: A Case Study of the Toba Batak Indigenous Community", "Khazanah Hukum", Vol. 7, No. 3, 2025, hlm. 342

¹³ Dwi Aprilia Arum Damayanti, Josina Emelie Londa, dan Alsam Polontalo, "Perjanjian Jual Beli Tanah yang Tidak Dilakukan di Hadapan Pejabat Pembuat Akta Tanah (PPAT)," *Lex Privatum*, Vol. VII, No. 2, 2020, hlm. 16.

As a state governed by the rule of law,¹⁴ Civil law regulations governing sales indicate that a meeting of minds or mutual agreement plays a decisive role in the formation of a sales relationship between a seller and a buyer. Under Article 1457 of the Civil Code, a sale is defined as an agreement wherein one party (the seller) binds themselves to transfer ownership of an item to another party, while the other party (the buyer) is obligated to pay a mutually agreed-upon sum of money in exchange. Furthermore, Article 1458 of the Civil Code stipulates that a sale is deemed to have occurred and become binding the moment the parties reach an agreement on two essential elements: the identity of the goods to be sold and the price to be paid. It is important to note that the sale becomes legally valid upon the reaching of such an agreement, even if the goods have not yet been delivered to the buyer and the payment has not yet been remitted to the seller. Thus, from a civil law perspective, a sales relationship can arise and possess legal force based solely on the agreement or meeting of minds reached by the parties regarding the goods being sold and the sale price.

This distinction stems from the fundamental nature of a sale and purchase agreement under civil law, which is obligatory in character. Such a transaction creates an obligation for the seller to deliver the goods and for the buyer to pay the price. Consequently, the agreement itself cannot be equated with the immediate transfer of ownership; this highlights the fact that a sale and purchase transaction encompasses both an obligational aspect and a proprietary aspect. While the transaction gives rise to rights and obligations for the parties, ownership of the goods the subject matter of the sale does not transfer merely upon the reaching of an agreement and the making of payment. A transfer of ownership requires a formal legal act of delivery.¹⁵ Full payment for the land does not automatically transfer the rights to the buyer from an administrative standpoint.¹⁶ Although payment indicates that the buyer has fulfilled their contractual obligations, legal title to the land has not yet been transferred. The buyer is merely in a position to demand that the seller fulfill their obligations but is not yet the recorded rights holder in the land administration records.

Article 37 paragraph (1) of Government Regulation Number 24 of 1997 stipulates that the transfer of land rights via sale and purchase may only be registered using a deed executed by an authorized Land Deed Official (PPAT). The PPAT deed serves a crucial role as evidence of the legal act and as the basis for amending legal data within the land registration system.¹⁷ Therefore, the provision in question should not be interpreted as invalidating a sale and purchase agreement concluded without the involvement of a Land Deed Official (PPAT); rather, it should

¹⁴ Janpatar Simamora, Andrie Gusti Ari Sarjono, " *Urgensi Regulasi Penataan Ruang Dalam Rangka Perwujudan Pembangunan Berkelanjutan di Indonesia*" Nommensen Journal of Legal Opinion (NJLO), Vol. 3, No. 1, 2022, p.60

¹⁵ Johanes Yemima Kilapong, Hendrik Pondaag, dan Vecky Yanni Gosal, " *Tinjauan Terhadap Proses Peralihan Hak Milik Atas Tanah (Juridische Levering) Karena Adanya Perjanjian Jual Beli*," Lex Crimen, Vol. 11, No. 3, 2022, p.1

¹⁶ Janpatar Simamora, Risma Elfrida Esther Manik, " *Legal Politics in Combating Corruption during Indonesia's Era of Regional Autonomy*," Journal of Indonesia Legal Studies, Vol. 10 No.1, 2025, hlm. 139

¹⁷ Peraturan Pemerintah Republik Indonesia Nomor 24 Tahun 1997 tentang Pendaftaran Tanah, Pasal 37 ayat (1).

be viewed as a formal requirement within the process of registering the transfer of rights. It is crucial to understand the distinction between the legal consequences of the agreement for the parties involved and the legal consequences of the transfer of rights within the land administration system.

A land sale-and-purchase transaction conducted without a Land Deed Official (PPAT) can still be considered valid under Article 1320 of the Indonesian Civil Code; however, it does not yield strong evidence of land ownership. Although the agreement is binding on the parties involved, the buyer is in a weaker position when it comes to proving ownership or registering the transfer of land rights.¹⁸ Based on these considerations, a PPAT deed cannot be viewed merely as an administrative requirement. It plays a crucial role in ensuring clarity regarding the identities of the parties, the land subject to the exchange, and the legal act being performed. Furthermore, the PPAT deed provides the foundation for the Land Office to update the legal information concerning the land involved in the transaction.

A clear distinction exists between the validity of an agreement and the evidentiary weight regarding land ownership. While a private agreement can establish the existence of a legal relationship between the seller and the buyer, it does not hold the same status as a Deed of Sale and Purchase (AJB) executed by a Land Deed Official (PPAT) which serves as the basis for registering the transfer of rights. Consequently, a buyer holding only a private agreement faces greater legal risk in the event of a dispute with the seller or a third party.

This risk becomes particularly tangible when a seller, having received payment, refuses to finalize the execution of the Deed of Sale and Purchase (AJB). In such a scenario, the buyer cannot immediately proceed with the transfer of the title deed based solely on a payment receipt or a private agreement. The buyer must first establish the legal relationship with the seller and pursue legal action to compel the seller to fulfill their obligations in the event of a breach of contract. Nevertheless, a private agreement can still serve as a basis for protecting the buyer's interests, although it does not offer the same administrative convenience as a sale and purchase transaction conducted before a Land Deed Official (PPAT) from the outset.

Article 1338 paragraph (1) of the Indonesian Civil Code, concerning the principle of *pacta sunt servanda*, cannot be invoked to conclude that the buyer automatically becomes the owner of the land. That article merely establishes the binding force of a validly concluded agreement; consequently, the seller remains obligated to fulfill the terms of the agreement, including executing the Deed of Sale and Purchase (AJB) and assisting with the title transfer process if so agreed.

The binding force of the agreement cannot supersede the registration procedures for the transfer of rights established under land law. In other words, a mutual agreement between the parties is insufficient on its own to effect an administrative transfer of land ownership; the formal procedures prescribed by land regulations must still be followed. A land sale and purchase agreement entails two distinct legal consequences. First, regarding the internal relationship between the seller and the buyer, an agreement that meets the requirements of Article 1320 of the Civil Code remains binding and serves as a valid basis for either party to demand performance of the respective obligations. Second, regarding the land

¹⁸ Helena Lumban Gaol, "Kepastian Hukum Jual Beli Tanah Hak Milik Tanpa Melalui PPAT (Pejabat Pembuat Akta Tanah)," *Lex Privtum*, Vol. 10, No. 1, 2022, hlm. 249

administration system, the agreement alone is insufficient to register the transfer of rights through standard procedures without the deed of a Land Deed Official (PPAT), as required by Government Regulation Number 24 of 1997.

This distinction is crucial, given the frequent misunderstandings regarding the status of private land sale-and-purchase transactions (transactions conducted without a Land Deed Official, or PPAT). The notion that "a land sale without a PPAT is automatically invalid" is an oversimplification. Conversely, the assumption that "the sale is valid, so the buyer automatically becomes the landowner" is also inaccurate. Both views conflate the validity of the agreement itself with the actual transfer of land rights. The correct legal position is that a land sale agreement made without a PPAT remains legally binding as a contract, provided it meets the requirements set forth in Article 1320 of the Indonesian Civil Code; this validity applies to the relationship between the seller and the buyer. However, regarding the registration and updating of land ownership records, the buyer must comply with applicable land law procedures. Therefore, an agreement made without a PPAT cannot be equated in status to a Land Sale and Purchase Deed (AJB) executed by a PPAT.

A deed executed by a Land Deed Official (PPAT) serves a preventive function by providing legal certainty. Verifying the identities of the parties, the status of the land, ownership documents, and the legal act itself can mitigate the risk of future disputes. Conversely, transactions based merely on trust and simple receipts create a higher risk of disputes, particularly if the seller denies the transaction or enters into a transaction with another party. Thus, the primary issue regarding land sales conducted without a PPAT is not the validity of the agreement itself, but rather the extent of its legal force. An agreement may be valid under civil law yet fail to provide absolute legal certainty regarding the status of land rights. Based on the foregoing, a land sale agreement made without a PPAT deed can still be deemed valid under civil law provided it meets the requirements set forth in Article 1320 of the Indonesian Civil Code. An agreement regarding the object and price establishes a sale-and-purchase relationship between the seller and the buyer pursuant to Articles 1457 and 1458 of the Indonesian Civil Code. However, such validity does not imply that the land rights have been transferred and registered in the buyer's name.

A deed executed by a Land Deed Official (PPAT) holds a distinct status as an instrument of proof and a basis for registering the transfer of land rights. The absence of such a deed does not automatically invalidate the agreement; however, it means the buyer lacks the legal certainty and protection enjoyed by a buyer who has completed the Sale and Purchase Deed (AJB) process and the registration of the transfer of rights. The buyer must still finalize the execution of the AJB before a PPAT and register the transfer of rights at the Land Office.

Judge's Considerations in Deciding Dispute Cases on Private Land Sale and Purchase Agreements as Legal Basis for Transfer of Rights and Transfer of Names of Ownership Certificates in Medan District Court Decision No. 995/Pdt.G/2024/PN Mdn.

The judge's reasoning in Medan District Court Decision Number 995/Pdt.G/2024/PN.Mdn centers primarily on an assessment of the validity of the land sale and purchase agreement involving compensation entered into by the

Plaintiff and the Defendants on January 8, 2013. The dispute concerns a 92 m² plot of land located at Jalan Setia Budi No. 482 B, Tanjung Sari Urban Village, Medan Selayang District, Medan City; at the time of the transaction, the land was registered under Freehold Title Certificate (SHM) No. 7813/Tanjung Sari in the names of Ermaulita, Eta Rasdari Ina, and Tri Novalia. The Plaintiff asserts that they purchased the land for IDR 95,000,000.00, paid the full price, received the land along with the original certificate, and have held possession of the land since 2013.¹⁹

Legal issues arise because the transaction was not immediately recorded via a Sale and Purchase Deed (AJB) issued by a Land Deed Official (PPAT), meaning the Certificate of Ownership remains registered in the names of the Defendants. This highlights the gap between the civil law validity of the sale and the fulfillment of administrative requirements for registering the transfer of rights. This conflict forms the basis of the judge's reasoning, given that a private agreement does not automatically carry the same legal weight as a PPAT-issued AJB, which is a mandatory prerequisite for registering land rights.

The Panel of Judges held that the sale-and-purchase relationship between the Plaintiff and the Defendants was legally binding upon the parties pursuant to the principles of Article 1457 of the Indonesian Civil Code. This legal fact was proven legally and convincingly not only through documentary evidence (specifically, the Land Sale and Purchase Agreement with Compensation dated January 8, 2013, and Freehold Title/SHM No. 7813/Tanjung Sari) but also through consistent witness testimony, a final payment receipt for IDR 95,000,000.00, the handover of the original title deed, and the Plaintiff's actions in erecting a building and taking physical possession of the land, as confirmed during the site inspection (descente). On this basis, the Panel of Judges applied the principles of consensualism and good faith by evaluating the actual (factual) performance of the agreement, rather than merely its formal administrative validity on paper. A private land sale-and-purchase agreement may be declared valid provided that the existence of the legal relationship is proven through the fulfillment of the requirements for a valid agreement and the consistency of evidence presented in court.²⁰ The Panel of Judges emphasized that the sale and purchase transaction did not merely consist of written documentation but was tangibly realized through the fulfillment of obligations by both parties. The Plaintiff had completed the payment of Rp95,000,000.00, while the Defendants had handed over possession of the land and the original certificate as early as 2013. This reciprocal performance of obligations demonstrates that the agreement was binding upon the parties with the force of law, in accordance with the principle of *pacta sunt servanda* (Article 1338, Paragraph 1 of the Indonesian Civil Code). Nevertheless, the judges distinguished between the validity of the transaction under civil law and the fulfillment of the formal administrative requirements necessary for the transfer of the certificate's title.²¹

¹⁹ Pengadilan Negeri Medan, Putusan Nomor 995/Pdt.G./2024/PN Mdn, Tanggal 18 Oktober 2024, hlm. 2.

²⁰ Fathia Firli Rahma dan Prihati Yuniarlin, "Pengesahan Perjanjian Jual Beli Tanah di Bawah Tangan Melalui Pengadilan Untuk Balik Nama Sertipikat Hak Milik," *UNES Law Review*, Vol. 6, No. 1, 2023, hlm. 640

²¹ Adinda Dewandani Adinda dan Ana Silviana, "Konsekuensi Hukum Peralihan Hak Atas Tanah melalui Jual Beli Terhadap Perjanjian yang dibuat di bawah Tangan," *Sang Pencerah: Jurnal Ilmiah Universitas Muhammadiyah Buton*, Vol.11, No. 1, 2025, hlm. 297.

The proceedings for Case Number 995/Pdt.G/2024/PN.Mdn were conducted in absentia (*verstek*) because the Defendants failed to appear despite having been duly and properly summoned. However, the Defendants' non-appearance did not automatically lead the Panel of Judges to grant the claim. The Judge continued to scrutinize the Plaintiff's burden of proof by verifying documentary evidence and witness testimony, as well as conducting an on-site inspection (*descente*). This underscores that a defendant's absence is not the sole basis for granting a claim; rather, the decision relies on the existence of consistent, legally valid, and well-founded evidence.

The Panel of Judges declared the Land Sale and Purchase Agreement with Compensation, dated January 8, 2013, to be valid and legally binding. This determination was based on the fulfillment of the substantive elements of the legal act namely, the full payment of the price, the handover of the land and its original title deed, and the Plaintiff's continuous physical possession of the property. Based on these considerations, the Panel of Judges legally recognized the existence of the legal relationship in question, without distinguishing the status of the private agreement provided that the parties' obligations had been effectively performed. Nevertheless, such a private transaction did not automatically perfect the administrative process of transferring rights as required by Government Regulation Number 24 of 1997 concerning Land Registration.²²

The Panel of Judges deemed the designation of the Defendants' status to be well-founded, as their names appeared on the certificate as the parties transferring the land under the Agreement dated January 8, 2013; consequently, the validation of the transfer of rights required formalization through a court ruling. However, it is important to note that a sale and purchase agreement (a matter of civil law) and the transfer of the certificate title (a matter of land registration administration) constitute two distinct realms.

Article 37 paragraph (1) of PP Number 24 of 1997 expressly requires a PPAT Deed for registration of transfer of rights, so that a private deed is not automatically equated with a PPAT AJB. However, Case Number 995/Pdt.G/2024/PN.Mdn has special circumstances: the obligation has been paid off, the land and the original certificate have been handed over, the object has been controlled for years, and the seller has been absent from registration matters. In this condition, the court decision serves as a legal basis for resolving these administrative obstacles. Considerations of the Panel of Judges in Case Number 995/Pdt.G/2024/PN.Mdn In law enforcement there are three elements that must always receive attention,²³ in an effort to achieve well-being.²⁴

1. Justice: Preventing harm to the Plaintiff—a good-faith purchaser who has fulfilled their obligations and held possession of the land for years. Dismissing the claim solely due to the absence of a PPAT-executed Sale and Purchase Deed (AJB) would actually undermine substantial justice.

²²Ita Mursidah, "Peralihan Hak Atas Tanah Dengan Perjanjian Di Bawah Tangan Berdasarkan Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah (Analisis Putusan Nomor 133/Pdt.G/2020/PN.Bks)," *Jurnal IKAMAKUM*, Vol. 3, No. 1, 2023, hlm. 223

²³Ria Juliana Siregar, "Tinjauan Yuridis Penjatuhan Hukuman Terhadap Terdakwa Yang Sudah Ditahan", *Lex Crimen*, Vol. III, No. 1, 2014, hlm. 12

²⁴Janpatar Simamora, "Tafsir Makna Negara Hukum Dalam Persektif Undang- Undang Dasar Republik Indonesia Tahun 1945" *Jurnal Dinamika Hukum*, Vol. 14, No. 3, 2014, hlm. 559

2. Legal Certainty: Harmonizing the factual situation (land held by the Plaintiff) with the administrative status (certificate in the name of the Defendants) through the establishment of valid ownership rights.
3. Administrative Orderliness: The court order directing the Medan City ATR/BPN to process the transfer of rights serves as the legal basis for the land agency to execute the registration without overstepping its administrative authority.

The strength of this judgment analysis lies not in equating private sale-and-purchase agreements with official deeds executed before a Land Deed Official (PPAT), but rather in the role of the court ruling as a judicial remedy. The judiciary acts as a substitute mechanism to confer judicial legitimacy prioritizing substance over form upon actual transactions that have been impeded by administrative formalities.

Judgment Number 995/Pdt.G/2024/PN.Mdn affirms that the Panel of Judges at the Medan District Court validated a private land sale and purchase agreement based on comprehensive material evidence: full payment of the price, handover of the original Freehold Title (SHM), physical possession of the land, corroborating witness testimony, and the results of an on-site inspection (*descente*). Although the ruling was issued in *absentia* (*verstek*), the judge conducted a rigorous evidentiary review before declaring the Agreement dated January 8, 2013, valid and ordering the Land Agency (ATR/BPN) to transfer the title of SHM No. 7813/Tanjung Sari into the Plaintiff's name. Crucially, this judgment distinguishes the validity of the civil obligation from the administrative process of land registration. A private deed does not automatically substitute for a Land Deed Official (PPAT) deed; rather, it requires judicial validation grounded in good faith, the fulfillment of contractual obligations, and concrete evidence presented in court.

The decision should be understood as a case-specific judicial mechanism for resolving a dispute and enabling further legal steps where one party no longer cooperates. Its effect depends on the operative order of the judgment, the identity and status of the land, and compliance with land-registration law. The judgment is therefore not a general functional equivalent of a PPAT deed, nor does it eliminate the authority of the land office to examine registration requirements.

The good-faith-purchaser analysis also requires more than proof of payment. It should consider the buyer's diligence regarding the registered owner, certificate status, encumbrances or disputes, the identity of the object, and the consistency of the transaction with mandatory land-law procedures. Because the study is doctrinal and centered on a single judgment, it cannot establish a general judicial practice on private land-sale agreements.

CONCLUSION

A private land sale and purchase agreement may be deemed legally valid under civil law if it meets the validity requirements set forth in Article 1320 of the Indonesian Civil Code: mutual consent, the legal capacity of the parties, a clearly defined object, and a lawful cause. This validity applies to the internal relationship between the seller and the buyer, thereby binding both parties based on the principle of *pacta sunt servanda*. However, the validity of the agreement does not automatically result in the transfer of land ownership rights or an update to ownership records at the Land Office. There is a fundamental distinction between

the validity of an agreement as a source of obligations and the validity of a land rights transfer as an act of in rem (property) law. The transfer of land ownership requires compliance with additional formal prerequisites specifically, the execution of a deed of rights transfer before a Land Deed Official (PPAT) in accordance with Article 37 paragraph (1) of Government Regulation No. 24 of 1997 which serves as the basis for the Land Office to update legal records and issue a new certificate. In the event of administrative obstacles, a court may grant judicial validation to an agreement that has been substantially performed, provided there is sufficient evidence, and order the ATR/BPN Office to register the transfer of rights.

Although a land sale and purchase agreement made without the involvement of a Land Deed Official (PPAT) may be recognized as valid under civil law and binding upon the parties, it does not provide legal certainty or comprehensive protection regarding the land's ownership status. A PPAT deed serves a crucial preventive function by ensuring clarity regarding the identities of the parties, the land in question, and the legal transaction being executed, thereby mitigating the risk of future disputes. Therefore, even though a private agreement may be legally binding, the parties are strongly advised to finalize the execution of a PPAT deed and register the transfer of rights at the Land Office to secure maximum legal certainty and protection.

When engaging in land sale and purchase transactions, the public should not rely solely on the agreement and the payment of the price. It is crucial to fulfill all formal requirements stipulated in land regulations, including engaging a Land Deed Official (PPAT) to draft the deed and promptly registering the transaction at the Land Office. These formal procedures serve to ensure alignment between the actual legal status and the administrative data recorded on the land certificate. By complying with these provisions, the public can prevent potential future disputes and avoid the need to resolve issues through the courts, a process that is both time-consuming and costly.

Handling cases involving private land sale-and-purchase agreements requires the consistent application of both civil and land laws. Court rulings must protect good-faith buyers who have fulfilled their obligations while simultaneously upholding orderly land administration. In instances where the private transaction is proven genuine with the price paid and the land handed over but the seller is unable to complete the administrative formalities, a court ruling can serve as a means to provide legal certainty and facilitate the transfer of rights.

REFERENCE

- Adinda Dewandani Adinda and Ana Silviana, (2025) "Konsekuensi Hukum Peralihan Hak Atas Tanah melalui Jual Beli Terhadap Perjanjian yang dibuat di bawah Tangan," *Sang Pencerah: Jurnal Ilmiah Universitas Muhammadiyah Buton*, 11 no. 1: 295–305. <https://doi.org/10.35326/pencerah.v11i1.6508>.
- Damayanti Dwi A, Josina Emelie Londa, and Alsam Polontalo, (2020) "Perjanjian Jual Beli Tanah yang Tidak Dilakukan di Hadapan Pejabat Pembuat Akta Tanah (PPAT)," *Lex Privatum*, VIII, no. 2: 16 – 24.
- Gaol, Helena Lumban. (2022) "Kepastian Hukum Jual Beli Tanah Hak Milik Tanpa Melalui PPAT (Pejabat Pembuat Akta Tanah)." *Lex Privatum* 10, no. 1 : 249- 258.

- Harsono, Hukum Agraria Indonesia: Sejarah Pembentukan UUPA, Isi dan Pelaksanaannya, Djambatan, Jakarta, 2016.
- Kementerian Agraria dan Tata Ruang dan Badan Pertanahan Nasional, <https://www.atrbpn.go.id/berita/simak-cara-jual-beli-tanah-yang-aman-agar-terhindar-masalah-di-masa-mendatang>.
- Kilapong, Hendrik Pondaag, and Vecky Yanni Gosal, (2020) "Tinjauan Terhadap Proses Peralihan Hak Milik Atas Tanah (Juridische Levering) Karena Adanya Perjanjian Jual Beli," *Lex Crimen*, 11 no. 3: 1- 15.
- Kusen G.C.M, Immanuel Christian Sudarno, Muhammad Elvio Bramaditra, (2025). "Perbandingan Antara Terjadinya Perjanjian dan Peralihan Hak Milik dalam Jual Beli Menurut Sistem Hukum Indonesia," *Jurnal Pengabdian Masyarakat dan Riset Pendidikan* 4, No 4: 24655- 24661.
- Larasati A, Raffles, (2020) "Peralihan Hak Atas Tanah dengan Perjanjian Jual Beli Menurut Hukum Pertanahan Indonesia," *Zaaken: Journal of Civil and Business Law* 1, no. 1: 127-144. <https://doi.org/10.22437/zaaken.v1i1.8288>.
- Marzuki. Penelitian Hukum. Kencana, Jakarta, 2008.
- Mursidah Ida, (2023) "Peralihan Hak Atas Tanah Dengan Perjanjian Di Bawah Tangan Berdasarkan Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah," *Jurnal IKAMAKUM*, 3 no. 1: 214- 231.
- Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah.
- Peraturan Pemerintah Nomor 37 Tahun 1998 tentang Peraturan Jabatan Pejabat Pembuatan Akta Tanah.
- Putusan Pengadilan Negeri Medan Nomor 995/Pdt. G/2024/PN Mdn.
- Rahma F. Firli and Prihati Yuniarlin, (2023) "Pengesahan Perjanjian Jual Beli Tanah di Bawah Tangan Melalui Pengadilan Untuk Balik Nama Sertipikat Hak Milik," *UNES Law Review*, 6 no. 1: 640-649. <https://doi.org/10.31933/unesrev.v6i1.792>.
- Simamora, Janpatar, (2014) "Tafsir Makna Negara Hukum Dalam Perspektif Undang-Undang Dasar Republik Indonesia Tahun 1945" *Jurnal Dinamika Hukum*, 14, 3: 547- 560.
- Simamora, Janpatar, (2025), "Regional Government Policy in Protecting Customary Land Rights: A Case Study of the Toba Batak Indigenous Community", *Khazanah Hukum*, 7 no. 3: 339-356.
- Simamora, Janpatar, Andrie Gusti Ari Sarjono, (2022) " Urgensi Regulasi Penataan Ruang Dalam Rangka Perwujudan Pembangunan Berkelanjutan di Indonesia" *Nommensen Journal of Legal Opinion (NJLO)*, 3 no. 1: 59- 73.
- Simamora, Janpatar, Bintang ME Naibaho, (2025) "Strengthening the Legal Foundation of the Prosecutor's Office in the Constitutional System of the Republic of Indonesia", *Jurnal Konstitusi* 22, no. 2: 333-353.

- Simamora, Janpatar, Risma Elfrida Esther Manik, (2025), " Legal Politics in Combating Corruption during Indonesia's Era of Regional Autonomy", " Journal of Indonesia Legal Studies, 10 no. 1: 135-164.
- Siregar, Ria Juliana, (2014) Tinjauan Yuridis Penjatuhan Hukuman Terhadap Terdakwa Yang Sudah Ditahan", *Lex Crimen*, III no. 1: 12- 21.
- Siregar, Ria Juliana, (2022) "Pelaksanaan Lelang Terhadap Penerapan Prinsip Keadilan Di Indonesia." *Visi Sosial Humaniora* 3 no. 2: 189-197.
- Soesilo, Kitab Undang- Undang Hukum Perdata, Buana Press, 2020.
- Subekti, Hukum Perjanjian, Cetakan ke-21, Intermasa, Jakarta, 2005.
- Surbekti, Kitab-Undang-Undang Hukum Perdata, PT. Balai Pustaka, Semarang, 2022.
- Tri Wahyuni, (2025) "Kebijakan Pendaftaran Peralihan Hak Milik Atas Hak Bersama Di Kantor Pertanahan Kota Metro", *Jurnal Hukum dan Syariah* 3, no. 1: 62-71.
- Undang-Undang Pokok Agraria Nomor 5 Tahun 1960.