

Indonesian Journal of Agrarian Law

ISSN: 3110-6633 (Online)

Vol. 4 Issue 1 (2027) 465-542

DOI: <https://doi.org/10.15294/jal.v4i1.59400>

Available online since: August 15, 2026



Legal Analysis Regarding Legal Certainty and Legal Protection for Certified Buyers in Land Disputes Involving Obscure Libel Claims

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Abstract

Land title certificates serve as strong evidence of ownership for certified buyers. However, legal certainty and legal protection for such buyers can be undermined when a lawsuit filed to defend their rights is deemed obscure libel (vague) and left unexamined on its merits. This study analyzes legal certainty and legal protection for certified buyers based on Judgment No. 138/Pdt.G/2024/PN Semarang, a land

ownership dispute case. It employs a normative legal method, drawing on primary sources such as Law No. 5 of 1960, Government Regulation No. 24 of 1997, and relevant court decisions, along with secondary sources including books and journals. The findings show the Plaintiffs fulfilled the formal and material requirements of certified buyers: a valid deed of sale, a registered certificate of ownership, and sixteen years of physical possession. Nevertheless, the Panel of Judges declared the lawsuit inadmissible (*niet ontvankelijke verklaard*) since the legal basis of an unlawful act was conflated with the request to validate the sale and certificate. Consequently, the court's review was confined to formal matters and did not reach the substantive issue of land ownership status. The study further compares this ruling with three other decisions sharing similar formal characteristics. It concludes that legal certainty for certified buyers remains suboptimal, as legal protection through litigation is often halted at the formal admissibility stage due to *obscuur libel*. The study further recommends that lawsuits be drafted clearly and systematically to prevent formal ambiguities that obstruct substantive judicial review.

Keywords

Legal Certainty; Legal Protection; Certificate; Land Ownership Disputes; Obscure Libel.

Introduction

Land is a natural resource that plays a vital role in human life. Specifically, it serves not only as a place to live but also as the foundation for social and economic activities, ranging from agriculture and trade to infrastructure development. From an economic perspective, land is often viewed as an investment asset whose value tends to appreciate over time.¹ Land holds a crucial position in the national development process because it is directly linked to the utilization of natural resources and public welfare.² The importance of land's role is explicitly stipulated in Article 33, paragraph (3) of the 1945 Constitution of the Republic of Indonesia. Land related issues that frequently arise in society highlight the importance of the state's role in creating a legal system capable of providing protection and certainty for every land rights holder.³ To ensure this certainty, the state administers a land registration system that issues certificates as proof of valid rights. Land certificates are regarded as crucial legal instruments that provide protection to those who hold land rights and help prevent future conflicts.⁴

From a normative perspective, the legal basis regarding the probative value of land certificates can be found in two main regulations: Law No. 5 of 1960 on Basic Agrarian Principles

¹ Alatas, Mohammad Halid Nail, et.al., "Tindakan Pertanahan Nasional Dalam Menerapkan Asas Mutakhir Untuk Mengurangi Potensi Timbulnya Sertifikat Ganda Atas Tanah", *LEGAL DIALOGICA*, 1 (2025), 1–10.

² Zulfina Susanti, "Penyelesaian Sengketa Hak Atas Tanah", *Wasaka Hukum*, 11 (2023), 35–45.

³ Pasal 33 ayat (3) Undang-Undang Dasar Negara Republik Indonesia Tahun 1945

⁴ Ramadhani, Rahmat, 'Pendaftaran Tanah Sebagai Langkah Untuk Mendapatkan Kepastian Hukum Terhadap Hak Atas Tanah', *SOSEK: Jurnal Sosial Dan Ekonomi*, 2 (2021), 31–40.

and Government Regulation No. 24 of 1997 on Land Registration. Article 32(1) of Government Regulation No. 24 of 1997 stipulates that a land certificate serves as strong evidence regarding the physical and legal characteristics of a parcel of land.⁵ However, this authority is limited (not absolute), and the certificate may still be challenged in court if it is proven that there were flaws in the issuance process. This reaffirms that a land title certificate may still be revoked by a court ruling.⁶ Legal issues in the field of land administration become increasingly complex when a dispute involves a certificate holder who has long exercised physical control over the land but is subsequently challenged by another party who also claims rights to the same land.⁷

This situation is further complicated by the prevalence of overlapping ownership claims, the emergence of duplicate certificates, and the forgery of documents by unauthorized parties. In such situations, it is often the parties who have acted in accordance with the law and those acting in good faith who suffer the adverse consequences.⁸ The conflict between the legal weight of a certificate as administrative evidence and the existence of competing ownership claims reflects a fundamental problem in Indonesia's land law. In the

⁵ Fani Rahmasari, 'Perlindungan Hukum Pemegang Sertifikat Hak Milik Dalam Sengketa Tanah Waris: (Studi Putusan No. 8/Pdt. G/2024/PN. Mgg)', *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, 4.1 (2026), 1711–1725.

⁶ Santoso U, *Hukum Agraria Dan Hak-Hak Atas Tanah* (Jakarta: Kencana Prenada Media Group, 2010).

⁷ Muhamad Padli Sidik, et.al., 'Kepastian Hukum Peralihan Hak Atas Tanah Melalui Jual Beli Bersertipikat Dan Beritikad Baik', *DIVERSI: Jurnal Hukum*, 11.2 (2026), 302–328.

⁸ Marfizola Geni, 'Peralihan Hak Atas Tanah Berdasarkan Perjanjian Pengikatan Jual Beli Yang Para Pihak Meninggal Dunia Di Kabupaten Pesisir Selatan' (Universitas Andalas, 2020).

land registration system, the certificate serves as strong evidence to ensure legal certainty and provide protection to rights holders, particularly for individuals who acquired the land through legally valid means in good faith. However, in practice, the existence of a certificate has not been entirely sufficient to prevent disputes, as ownership can still be challenged through other claims based on administrative documents outside the certificate, such as Letter C.

A concrete example of this situation can be found in Judgment No. 138/Pdt.G/2024/PN Smg, which concerns a 150 m² plot of land located in Kliwonan Village, RT 002 RW 003, Gunungpati District, Semarang City. After Sakimin's death, the rights to the land passed to the late Umikah, who acquired ownership as the heir of the late Sakimin bin Kadi Semplok (her husband) based on a Certificate of Inheritance dated April 30, 2008, which was witnessed and certified by the Head of Gunungpati Village under No. 593/II dated April 30, 2008, and ratified by the Head of Gunungpati Subdistrict under No. 57/2008 dated May 23, 2008. Subsequently, Umikah transferred the land to the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) on June 20, 2008, through Deed of Sale No. 133/2008, with her as the Seller and the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) as the Buyers, which was executed before Notary and Land Deed Officer (PPAT) Sugiharto, S.H. (Co-Defendant I). Following that transaction, the Certificate of Ownership (SHM) No. 03618/Gunungpati, which was originally registered in the name of Umikah as the lawful holder of the property with an area of 150 m² as stated in Survey Certificate No. 182/Gunungpati dated July 10, 2008, located on Jalan Kp.

Kliwonan RT 002 RW 003, Gunungpati Village, Gunungpati Subdistrict, Semarang City which was a subdivision resulting from the “splitzing” of the land covered by Certificate of Ownership No. 788, previously registered in the name of Sakimin. That based on said Deed of Sale, the registration process for the transfer of rights was conducted at the Semarang City Land Office (Second Co-Defendant), resulting in the transfer of rights to the land and the subsequent issuance of Certificate of Ownership No. 03618/Gunungpati Village in the name of Tuwuh Sayekti (Second Plaintiff) on August 25, 2008. Thus, the transfer of rights to the land in question from the late Umikah to Tuwuh Sayekti (Plaintiff II) was carried out based on a valid Deed of Sale and Purchase and was followed by the registration process for the transfer of rights in accordance with the provisions of applicable laws and regulations. After taking possession of and acquiring the land, the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) constructed a permanent building on it, and allowed Tuwuh Sayekti's (Plaintiff II) biological younger sibling to occupy it with the verbal permission of Machrus, S.Ag., and Tuwuh Sayekti (the Plaintiffs), without any objections from any other party.

The issue arose when Ms. Puji Rosadah (Defendant I), through her legal counsel, filed a criminal complaint with the Semarang City Police Chief (Co-Defendant III) alleging forgery of an authentic deed. The report pertains to a Deed of Gift allegedly executed on December 27, 2016, before Notary and Land Deed Officer (PPAT) Dwi Hastuti, S.H., M.Kn. (Defendant II), involving a plot of land previously owned by the late Saki bin Kadi Semplok (Sakimin), as evidenced by

Gunungpati Subdistrict Letter C No. 769, Parcel 55, Class SII, with an area of 0174 da, a portion of which is currently under the control of Machrus, S.Ag. (Plaintiff I). In response to the lawsuit, Machrus, S.Ag. (Plaintiff I) received a Summons for Clarification from the Chief of the Semarang City Police on January 30, 2024, requiring Machrus, S.Ag. (Plaintiff I) to appear to provide clarification on February 5, 2024. The Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) argue that the complaint filed by Mrs. Puji Rosadah (Defendant I) lacks legal basis and was filed without sufficient evidence regarding the alleged forgery of an authentic deed that occurred on December 27, 2016, at the office of Notary Dwi Hastuti (Defendant II), and concerning Land Certificate C No. 769, Parcel 55, registered in the name of Saki bin Kadi Semplok (Sakimin) a portion of which is under the control of Machrus, S.Ag. (Plaintiff I) is untrue. The reason is that neither Machrus, S.Ag. (Plaintiff I) nor Tuwuh Sayekti (Plaintiff II) ever conducted any transaction, executed any deed, or entered into any legal agreement on that date at the notary's office in question. Since this allegation is baseless, Machrus, S.Ag., and Tuwuh Sayekti (the Plaintiffs) request that Mrs. Puji Rosadah (Defendant I) be declared to have committed an unlawful act pursuant to Article 1365 of the Civil Code. The Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) filed a complaint dated March 4, 2024, which was received and registered at the Semarang District Court Clerk's Office on March 5, 2024, and entered into the Register under Case No. 138/Pdt.G/2024/PN Smg.

The basis of the plaintiffs' complaint rests on point 14 of the statement of facts, arguing that the Plaintiffs (Machrus,

S.Ag., and Tuwuh Sayekti) are buyers acting in good faith and are therefore entitled to legal protection; they further allege that Defendant I (Mrs. Puji Rosadah) has committed an unlawful act by attempting to assert rights to or take control of the disputed land without a valid legal basis. The Plaintiffs' status as buyers holding a valid certificate is supported by proof of ownership in the form of Certificate of Ownership No. 03618/Gunungpati Subdistrict, which serves as the formal basis for their rights to the disputed property. The Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) assert that the certificate has been legally valid since 2008 and has never been the subject of a dispute for more than five years, and thus, in accordance with Article 32(2) of Government Regulation No. 24 of 1997 on Land Registration, the certificate carries strong evidentiary weight and is final. On that basis, Ms. Puji Rosadah (Defendant I) was deemed to lack legal standing because she could not prove her status as a legitimate heir or a stronger legal basis regarding the subject of the dispute; consequently, her attempt to take control of the land and the buildings standing on it was considered detrimental to the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti).

Although the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) are buyers who have obtained a Certificate of Ownership (SHM) and have been in possession of the land in question for a considerable period of time, this dispute has not been resolved with a definitive determination of ownership rights over the property. This is because the complaint filed contains inconsistencies between the statement of facts and the relief sought. In the statement of facts, the Plaintiffs alleged the existence of an Unlawful Act

(PMH), whereas in their prayer for relief they also sought validation of the Deed of Sale and Purchase and the status of the certificate claims based on different legal grounds. This inconsistency led the Panel of Judges at the Semarang District Court to declare the complaint vague (*obscuur libel*). Consequently, the case was decided solely on formal procedural grounds, with the judgment declaring the complaint inadmissible (*niet ontvankelijke verklaard*), so that an examination of the merits of the case including the question of which party is entitled to the disputed property was never conducted. This demonstrates that the legal certainty and protection that should be provided through the certificate have not been fully realized in judicial practice. Buyers who have met both the formal and substantive requirements remain in a vulnerable position, reflecting the courts' inconsistent application of the principle of legal certainty. At the time this study was prepared, Decision No. 138/Pdt.G/2024/PN Smg had become final and binding (*inkracht van gewijsde*), making it legally relevant and providing a strong basis for examining legal certainty and legal protection for buyers holding land certificates in land ownership disputes. This indicates that there remains a gap between the applicable land laws and the practices of dispute resolution in the community and in the courts. Therefore, this gap needs to be further examined to understand how the legal force of land titles is applied and the implications of the ruling for legal certainty regarding land ownership. Buyers who have met both the formal and substantive requirements remain in a vulnerable position, reflecting the inconsistent application of the principle of legal certainty. At the time this

study was prepared, Decision No. 138/Pdt.G/2024/PN Smg had become final and binding (*inkracht van gewijsde*), making it legally relevant and providing a strong basis for examining legal certainty and legal protection for buyers holding certificates in land disputes where the complaint is deemed an “*obscuur libel*.” Therefore, this gap requires further examination to determine how legal certainty and protection for buyers holding certificates can be realized in cases where the complaint is declared an “*obscuur libel*.”

Previous studies have addressed legal protection for certified land. However, these studies have employed diverse subjects, approaches, and dispute contexts. This situation indicates that there is still room for more specific research on the legal standing of buyers who already hold land title certificates in ownership disputes. Arief et al. (2025), in their study “A Review of Legal Protection for Buyers Acting in Good Faith in Land Ownership Disputes,” emphasize that the level of legal protection provided depends heavily on compliance with formal procedural requirements namely, possession of a valid certificate, the signing of the deed of sale in the presence of a Public Notary (PPAT), and the absence of any ongoing disputes. This study focuses solely on normative and administrative aspects without examining specific judicial rulings.⁹ Panjaitan & Habeahan (2026), in an article titled “Legal Protection for Holders of Land Title Certificates Whose Land Is Unlawfully Occupied by Third Parties,” highlight that, in practice, holding a land title certificate does not always guarantee full protection for its holder, especially

⁹ Anggreany Arief and others, ‘Tinjauan Terhadap Perlindungan Hukum Pembeli Beritikad Baik Dalam Sengketa Kepemilikan Hak Atas’, 11.22 (2025), 85–100.

when the land is unlawfully occupied by a third party. This study uses Article 1365 of the Civil Code regarding unlawful acts as the basis for a civil lawsuit by the rightful owner to restore their rights, and distinguishes between legal possession (based on a legally recognized right) and mere physical possession. However, this study focuses on the position of certificate holders whose rights are infringed upon by unauthorized third-party possession, rather than on the position of buyers who are facing ownership disputes over property they intend to purchase or have already purchased.¹⁰ Darnus, Nawi & Poernomo (2022), in their study “Analysis of Legal Protection for Holders of Land Title Certificates Involved in Disputes,” published in the *Journal of Lex Generalis (JLG)*, Vol. 3, No. 8, found that legal protection for holders of land title certificates involved in disputes still fails to provide sufficient guarantees of legal certainty, even though, in principle, land title certificates possess strong evidentiary weight under Government Regulation No. 24 of 1997 on Land Registration, provided there is no other evidence to the contrary. However, the study has not yet described how judges assess the probative value of certificates in specific disputes.¹¹

The novelty of this research lies in its analysis of Judgment No. 138/Pdt.G/2024/PN Semarang as the subject of study, which has not been extensively discussed in previous research.

¹⁰ Panjaitan, Simauli Margaretta, and Besty Habeahan, ‘Perlindungan Hukum Terhadap Pemilik Sertifikat Hak Atas Tanah Yang dikuasai Oleh Pihak Ketiga Tanpa Hak’, *Journal of Administrative and Social Science*, 7 (2026).

¹¹ Darnus, Andi Batara Bintang, et.al., ‘Analisis Perlindungan Hukum Terhadap Pemegang Sertifikat Hak Milik Atas Tanah Yang Mengalami Sengketa’, *Journal of Lex Generalis (JLG)*, 3 (2022), 1282–1293.

This study not only examines legal protection for buyers who already hold land title certificates but also analyzes the impact of the failure of the lawsuit on formal aspects as demonstrated by the court's acceptance of the "obscuur libel" defense in the decision on the failure to provide legal protection for buyers holding certificates. This analysis was conducted even though, in substance, the buyer had met the requirements for valid ownership through a land title certificate.

A gap in this research lies in the limited number of studies that analyze legal protection for buyers who already hold land title certificates from the perspective of procedural obstacles, particularly when the substance of an ownership dispute cannot be examined by the court due to formal defects in the complaint, as occurred in the court decision that is the subject of this study. Previous research has generally focused more on aspects of legal protection, whereas studies on the impact of procedural obstacles on the hindrance of legal certainty for buyers holding certificates remain relatively limited, even though, in substance, the buyers already possess a strong basis for ownership. This study aims to evaluate the level of legal certainty as reflected in Judgment No. 138/Pdt.G/2024/PN Semarang, as well as to examine the nature of legal protection obtained by certified buyers whose lawsuits result in a procedural judgment. This study also aims to analyze whether buyers who have materially fulfilled the legal requirements for ownership still receive legal protection that is proportional and consistent with the principle of legal certainty, or whether they instead suffer losses because the legal consequences of formal defects are applied broadly to the point of affecting the entire lawsuit,

including parts that do not actually contain ambiguity (obscuur libel).

Based on this description, this study employs a normative legal research method focused on analyzing applicable legal norms as set forth in legislation, court decisions, and legal doctrine. Through this approach, the study aims to assess the alignment between applicable legal provisions and their application in judicial practice. Data collection was conducted through a literature review by examining primary legal sources, including Law No. 5 of 1960 on the Basic Principles of , Government Regulation No. 24 of 1997 on Land Registration, the *Herzien Inlandsch Reglement* (HIR), the *Reglement op de Burgerlijke Rechtsvordering* (RV) governing civil procedure, and the Decision of the Semarang District Court No. 138/Pdt.G/2024/PN Smg.

This study also aims to analyze whether buyers who have materially fulfilled the legal requirements for ownership still receive legal protection that is proportional and consistent with the principle of legal certainty, or whether they instead suffer losses because the legal consequences of formal defects are applied broadly to the point of affecting the entire lawsuit, including parts that do not actually contain ambiguity (obscuur libel). The discussion in this paper is structured around two main issues: how legal certainty in Decision No. 138/Pdt.G/2024/PN Semarang relates to buyers who already hold certificates, and what form of legal protection certified buyers receive in land disputes if their lawsuit results in a procedural dismissal (*niet ontvankelijk verklaard*). These two issues will then be formulated in greater detail in the research questions.

Thus, this study aims to analyze the level of legal certainty and the form of legal protection for buyers holding certificates in land disputes, as reflected in Judgment No. 138/Pdt.G/2024/PN Semarang. From an academic perspective, this study is expected to contribute to the study of agrarian law, particularly regarding the evidentiary value of land certificates and legal protection for certified buyers in lawsuits that result in a procedural ruling. From a practical perspective, this study is expected to serve as a reference for legal practitioners and the public in understanding the fair and legally certain resolution of land disputes. The entire series of analyses is presented in a study titled “Legal Analysis Regarding Legal Certainty and Legal Protection for Buyers with Land Certificates in Land Disputes (A Study of Judgment No. 138/Pdt.G/2024/PN Smg).”

Legal Certainty for Buyers with Land Certificates in Judgment No. 138/Pdt.G/2024/PN Semarang

1. The Concept of Legal Certainty for Buyers with Land Certificates in Land Law

Legal certainty is a fundamental requirement for the enforcement of the law. Without certainty, legal norms cannot be formulated consistently and lack a clear basis. This situation hinders the process of law enforcement because authorities and the public lack clear guidelines. The law serves to ensure order and stability in social life. This function is so

fundamental that it is often regarded as the primary purpose of the law itself. According to Utrecht, legal certainty has two important meanings. First, it refers to the existence of general provisions that serve as a guide for the public in determining which behaviors are permitted and which are prohibited. Second, legal certainty also provides protection for individuals against arbitrary actions by the government, as clearly defined rules allow the public to understand the limits of the state's authority over them (Aulia et al., 2024).¹² According to Jan M. Otto, as cited by Roni A. and Ismail (2022), legal certainty can only be realized if several conditions are met:¹³

- a. There are clear and consistent laws and regulations that are easily accessible to the public and are legally established and recognized by the state.
- b. Government agencies are required to enforce these regulations consistently and act in accordance with applicable legal provisions.
- c. The public generally conforms its actions and behavior to the established rules of law.
- d. Judges, who are both independent and impartial, are required to consistently uphold and apply the law in the resolution of disputes.
- e. Every court decision rendered must be effectively enforced to provide legal certainty to the disputing parties.

¹² Keysha Nashwa Aulia, et.al., 'Kepastian Hukum Dan Keadilan Hukum Dalam Pandangan Ilmu Komunikasi', *Jurnal Sains Student Research*, 2.1 (2024), 715.

¹³ Roni Andriyanto and Ismail Ismail, 'Kepastian Hukum Prosedur Penggantian Kerugian Pemegang Hak Atas Tanah Yang Terdampak Proyek Jalan Tol', *Journal of Legal Research*, 4.5 (2022), 1296.

Meanwhile, according to Philipus M. Hadjon, legal certainty can be measured through the fulfillment of two indicators, namely:¹⁴

a) Formal Requirements

Formal requirements relate to procedural certainty, which requires that every legal action or decision be carried out in accordance with proper procedures, within the scope of lawful authority, and be clearly formulated without giving rise to multiple interpretations. The fulfillment of this indicator aims to prevent arbitrariness and provide certainty to interested parties regarding their rights, obligations, and the resulting legal consequences. If formal requirements are not met, a legal action or decision may be annulled or even deemed null and void, depending on the applicable provisions in the relevant field of law.

b) Substantive Requirements

Substantive requirements are closely related to the principles of good faith, substantive truth, clarity of content, and substantive justice of a legal act or provision. In this context, legal certainty requires that a decision not be arbitrarily revoked or amended if such a change would harm a party that has acquired rights or interests based on that decision. Legal certainty regarding land rights is realized through the land registration system, the validity of legal and

¹⁴ Rahim, Abdur, et.al., 'Relevansi Asas Kepastian Hukum Dalam Sistem Penyelenggaraan Administrasi Negara Indonesia', *JHIP-Jurnal Ilmiah Ilmu Pendidikan*, 6 (2023), 5808.

physical data, and the protection of certificate holders who have lawfully acquired their rights (I Made Citra Gada Kumara et al., 2021).¹⁵ The primary basis for legal certainty in land matters in Indonesia is Article 19 of Law No. 5 of 1960 on the Basic Provisions of Agrarian Law, which mandates a national land registration system to ensure legal certainty regarding land rights.¹⁶ Land certificates issued based on this registration serve as evidence of legally valid rights (Rajab et al., 2020).¹⁷

Legal certainty for buyers who already hold land title certificates is essentially determined by the existence of regulations that clarify the status of the certificate as strong evidence of land ownership. In addition, legal certainty also depends on the exercise of the rights and obligations of the parties, grounded in the principle of good faith throughout the process of acquiring such rights. Thus, legal protection for buyers is based not only on the possession of a certificate but also on the fulfillment of the element of good faith at every stage of the transaction. Fundamentally, humans cannot live in isolation without interdependence and relationships with others.

Therefore, an attitude of mutual cooperation, respect, and the maintenance of shared harmony must be realized through the application of good faith in every social

¹⁵ I Made Citra Gada Kumara, et.al., 'Kepastian Hukum Pemegang Hak Atas Tanah Dalam Sistem Hukum Pertanahan Di Indonesia', *Jurnal Preferensi Hukum*, 2.3 (2021), 561.

¹⁶ Pasal 19 Undang- Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria

¹⁷ Rajab, Rezeki Aldila, et.al., 'Sertifikat Hak Atas Tanah Dalam Kepastian Hukum Pendaftaran Tanah', *Notarius*, 13 (2020), 642–654.

relationship. According to legal doctrine, good faith is understood to encompass two main dimensions: subjective good faith and objective good faith. Subjective good faith is defined as that which relates to a person's intent or mental state when performing a legal act, with an emphasis on honesty and the absence of any intent to harm the other party in a contractual relationship. Therefore, this dimension focuses on the psychological aspects or inner state of a person when performing a legal act. Aulia et al. (2024), cited in (Alatas et al., 2026), explain that objective good faith relates to standards of behavior considered proper and reasonable based on norms prevailing in society.¹⁸

Conceptually, good faith must be understood not only in its subjective sense as the honesty of each individual but also in its objective sense, which encompasses considerations of appropriateness, reasonableness, and fairness in one's actions. In this objective dimension, the parties are not only required to act honestly but must also take into account the interests of the other party and avoid abusing their rights or position.¹⁹ If the buyer acts honestly from the outset and has no intention of acquiring rights through means contrary to the law, then the element of good faith is deemed to have been fulfilled. This condition strengthens the buyer's position in obtaining legal protection. In land sale and purchase transactions, due diligence is reflected in the buyer's actions to verify the land's status, the validity of the title deed, the seller's identity, and to ensure there are no disputes or other legal

¹⁸ Lulu Syakirah Alatas and Nur Sa'adah, 'Penerapan Asas Itikad Baik Dalam Hukum Perikatan: Antara Kepastian Hukum Dan Keadilan Kontraktual', *Consensus: Jurnal Ilmu Hukum*, 4.3 (2026), 312.

¹⁹ Lulu Syakirah and Nur Sa'adah.

encumbrances. In addition, the buyer is required to follow applicable procedures, including the preparation of a deed by a PPAT and the registration of the transfer of rights. These actions demonstrate that the buyer has exercised due diligence, so that any legal issues of which the buyer was unaware may be categorized as ignorance of a legal defect.

The concept of ignorance of a legal defect in the field of land law relates to a situation where a person is unaware of any legal issues concerning the land being acquired. In other words, a person cannot automatically be presumed to have acted in good faith merely by claiming ignorance of a legal defect.²⁰ Ignorance in this context does not mean the buyer failed to conduct any due diligence whatsoever. Rather, ignorance must be understood as a situation where the buyer has conducted a reasonable investigation but was still unable to discover the legal defect because it was not apparent or was concealed by another party. In other words, such ignorance must be reasonable in nature and not the result of the buyer's negligence.

In relation to such legal protection, the land registration system in Indonesia provides guarantees through the issuance of land title certificates. Certificates are issued through a land registration process administered by the state to ensure legal certainty for land rights holders. If a land ownership right is not supported by valid legal evidence with strong probative value in accordance with applicable laws, the status of that ownership remains open to dispute or legal challenge in the

²⁰ Sidik, Muhamad Padli, et.al., 'Kepastian Hukum Peralihan Hak Atas Tanah Melalui Jual Beli Bersertipikat Dan Beritikad Baik', *DIVERSI: Jurnal Hukum*, 11 (2026), 316.

future.²¹ The definition of a document serving as strong evidence was subsequently clarified in Government Regulation No. 24 of 1997, which states that such a document takes the form of a certificate. Etymologically, the word “certificate” derives from the Dutch word “certificat,” meaning a document of attestation or proof used to verify a particular matter.

According to Boedi Harsono, as cited in (Nurwahid et al., 2023), a certificate is proof of a right issued to the right holder based on the physical data listed in the survey report and the legal data recorded in the land registry in accordance with the provisions of Article 19(2) of Law No. 5 of 1960 on Agrarian Principles.²² Furthermore, Article 32(1) of Government Regulation No. 24 of 1997 states that the term “valid” in a land title certificate means that the physical and legal data listed in the certificate must be deemed accurate and legally recognized as long as no other party is able to prove otherwise. The physical data includes the location, area, and boundaries of the land, while the legal data pertains to the status of the rights and the holder of the land rights. As long as no other party can prove legitimate ownership, the physical and legal data listed in the document must be considered accurate and legally binding.²³ Through the certificate, the rights holder receives legal protection against potential claims or disputes from other parties. In addition, the existence of a certificate also makes it easier for the rights holder to carry out various

²¹ Riancana, Resti, ‘The Legal Standing Of Receipts As Evidence In Land Sale And Purchase Transactions From Perspective Of Legal Certainty’, *JILPR Journal Indonesia Law and Policy Review*, 7 (2025), 195–200.

²² Riancana, Resti.

²³ Andi Batari Anindhita, et.al., ‘Perbandingan Sistem Publikasi Positif Dan Negatif Pendaftaran Tanah: Perspektif Kepastian Hukum’, *Amanna Gappa*, 2021, 110.

legal transactions, such as buying and selling, gifting, inheritance, and applying for credit guarantees. Furthermore, a land certificate also serves as an official document issued by the competent authority that proves a person's rights to a parcel of land.²⁴

Thus, this certificate is considered to be evidence with sufficiently strong probative value regarding ownership of land rights (Urip Santoso, 2015:168, as cited in Nurwahid et al., 2023).²⁵ However, the probative value of the certificate is not absolute. A certificate may still be revoked if its issuance was based on incorrect data, contains administrative defects, or was obtained through unlawful acts. Furthermore, its evidentiary weight may still be challenged if there is other evidence indicating discrepancies or errors in the issuance of the certificate. However, these provisions do not yet fully provide comprehensive legal protection for land rights holders. This is due to the fact that parties who feel aggrieved by the issuance of a land rights certificate retain the right to file a lawsuit or lodge an objection at any time. Article 32(2) of Government Regulation No. 24 of 1997 on Land Registration was enacted with the aim of providing legal protection to certificate holders, to shield them from claims or objections filed by other parties.²⁶

Therefore, legal certainty, the principle of good faith, and the probative value of the certificate are interrelated in land law.

²⁴ Klaudius Ilkam Hulu, 'Kekuatan Alat Bukti Sertifikat Hak Milik Atas Tanah Dalam Bukti Kepemilikan Hak', *Jurnal Panah Keadilan*, 1.1 (2021), 27.

²⁵ Thoriq Nurwahid, et.al., 'Keabsahan Alat Bukti Dalam Pendaftaran Tanah Menurut Peraturan Pemerintah Nomor 24 Tahun 1997', *Jurnal Ilmiah Wabana Pendidikan*, 9.19 (2023), 790.

²⁶ Pasal 32 ayat (2) Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah.

Legal certainty guarantees land rights; good faith ensures that the process of acquiring rights is conducted honestly; and the certificate serves as evidence that strengthens the legal standing of the rights holder. All three play a vital role in creating a structured and sustainable land management system, as well as providing legal protection to the entire community.

2. The Positions of the Parties and the Course of the Dispute

The positions of the parties in Semarang District Court Decision No. 138/Pdt.G/2024/PN Smg reveal that there is a dispute over ownership of the land, stemming from the history of possession of the inherited land, the process of splitting the certificate (splitzing), and the emergence of a claim by another party basing its rights on a Letter C. The chronology of the dispute begins with land that originated from the estate of the family of Saki bin Kadi Semplok (Sakimin). It began with a plot of land measuring 150 m² located in Kliwonan Village, RT 002 RW 003, Gunungpati Subdistrict, Semarang City. After Sakimin's death, the rights to the land passed to the late Umikah, who acquired ownership as the heir of the late Sakimin bin Kadi Semplok (her husband) based on a Certificate of Inheritance dated April 30, 2008, which was witnessed and certified by the Head of Gunungpati Village under No. 593/II dated April 30, 2008, and ratified by the Head of Gunungpati Subdistrict under No. 57/2008 dated May 23, 2008. Subsequently, Umikah transferred the land to the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) on June 20, 2008, through Deed of Sale No. 133/2008, with her as the Seller and the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti)

as the Buyers, which was executed before Notary and Land Deed Officer (PPAT) Sugiharto, S.H. (Co-Defendant I). Following that transaction, the Certificate of Ownership (SHM) No. 03618/Gunungpati, which was originally registered in the name of Umikah as the lawful holder of the property with an area of 150 m² as stated in Survey Certificate No. 182/Gunungpati dated July 10, 2008, located at Jalan Kp. Kliwonan RT 002 RW 003, Gunungpati Village, Gunungpati Subdistrict, Semarang City which was a subdivision resulting from the division (splitzing) of the land covered by Certificate of Ownership No. 788, previously registered in the name of Sakimin.

That based on said Deed of Sale, the registration process for the transfer of rights was conducted at the Semarang City Land Office (Second Co-Defendant), resulting in the transfer of rights to the land and the subsequent issuance of Certificate of Ownership No. 03618/Gunungpati Village in the name of Tuwuh Sayekti (Second Plaintiff) on August 25, 2008. Thus, the transfer of rights to the land in question from the late Umikah to Tuwuh Sayekti (Plaintiff II) was carried out based on a valid Deed of Sale and Purchase and was followed by the registration process for the transfer of rights in accordance with the provisions of applicable laws and regulations. After taking possession of and acquiring the land, the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) constructed a permanent building on it, and allowed Tuwuh Sayekti's (Plaintiff II) biological younger sibling to occupy it with the verbal permission of Machrus, S.Ag., and Tuwuh Sayekti (the Plaintiffs), without any objections from any other party. In the eight years since that transaction, no party has challenged its validity.

The issue arose when Mrs. Puji Rosaodah (Defendant I), through her legal counsel, filed a formal complaint with the Chief of the Semarang City Police (Co-Defendant III), alleging that Moch. Harjono, B.Sc., and Machrus (Plaintiff I) had obtained land certification using forged documents. The report pertains to a Deed of Gift allegedly executed on December 27, 2016, before Notary and Land Deed Officer (PPAT) Dwi Hastuti, S.H., M.Kn. (Defendant II), concerning a plot of land previously owned by the late Saki bin Kadi Semplok (Sakimin), as evidenced by Letter C from the Gunungpati Subdistrict Office, No. 769, Parcel 55, Class SII, with an area of 0174 da, a portion of which is currently under the control of Machrus, S.Ag. (Plaintiff I). Ultimately, on January 30, 2024, Machrus, S.Ag. (Plaintiff I) received a summons from the police to appear and provide clarification on February 5, 2024, which directly prompted the filing of the aforementioned civil lawsuit on March 5, 2024.

The Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) argue that the complaint filed by Mrs. Puji Rosadah (Defendant I) lacks legal basis and was filed without sufficient evidence regarding the alleged forgery of an authentic deed that occurred on December 27, 2016, at the office of Notary Dwi Hastuti (Defendant II), and concerning Land Certificate C No. 769, Parcel 55, registered in the name of Saki bin Kadi Semplok (Sakimin) a portion of which is under the control of Machrus, S.Ag. (Plaintiff I) is unfounded. The basis of Mrs. Puji Rosadah's (Defendant I) complaint rests on a claim of ownership of the land recorded in the Letter C register of Gunungpati Subdistrict, No. 769, in the name of Saki bin Kadi Semplok. However, there are significant discrepancies

regarding this property between the allegations in Machrus, S.Ag.'s (Plaintiff I) complaint and the results of the police investigation. According to the statement of claim filed by Machrus, S.Ag. (Plaintiff I), the subject property is recorded in Letter C No. 769, Parcel 55, Class SII, with an area of 0.174 decimal are; whereas, according to the findings of the Metropolitan Police Chief (Co-Defendant III), the proof of ownership submitted by the complainant, Mrs. Puji Rosadah (Defendant I), consists of a photocopy of Letter C No. 769, Parcel 154, Class DI, with an area of 72 decimal are (720 m²), which has been certified by the Head of the Gunungpati Village (Defendant III).

The discrepancies in parcel numbers, soil class, and area between the two versions indicate fundamental inconsistencies, which should serve as a strong basis for Machrus, S.Ag., and Tuwuh Sayekti (the Plaintiffs) to refute any connection between the subject of the dispute and the land claimed by Mrs. Puji Rosadah (Defendant I). By comparison, the land occupied by the respondents Machrus, S.Ag., and Tuwuh Sayekti (the Plaintiffs) is supported by proof of ownership in the form of Freehold Certificate No. 03618/Gunungpati in the name of Tuwuh Sayekti (Plaintiff II), which, according to the argument of Machrus, S.Ag., and Tuwuh Sayekti (the Plaintiffs) is a subdivision (splitzing) of Certificate of Ownership No. 788/Gunungpati Village in the name of Sakimin, not derived from the property described in Letter C No. 769 claimed by Mrs. Puji Rosadah (Defendant I).

Based on these discrepancies in the evidence of ownership, the Chief of the Semarang City Police (Co-Defendant III) concluded that a civil ownership dispute remains unresolved

with the legitimate rights holder yet to be determined and therefore the criminal investigation was suspended pending a civil court ruling, in accordance with the provisions of Article 1 of Supreme Court Regulation No. 1 of 1956. In addition, the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) demanded that Defendant III be ordered to make an entry in the Gunungpati Subdistrict Register/Letter C No. 769 in the name of Saki bin Kadi Semplok, on the grounds that a Certificate of Ownership No. 788 had been issued for that land in the name of Sakimin and was subsequently subdivided into Certificate of Ownership No. 03618 in the name of Tuwuh Sayekti (Plaintiff II). In other words, Defendant III (the Head of the Gunungpati Subdistrict) was named not as a party that directly committed an unlawful act against the Plaintiffs, but rather because of his position as the custodian of the subdistrict level land administration database (Letter C register).

The issue regarding the claim to Letter C No. 769 is fundamentally inseparable from the inheritance dispute among the descendants of Kadi Semplok (the parents of Sakimin, or Saki bin Kadi Semplok). According to the testimony of the Plaintiff's expert witness, Umi Kulsum, to the best of her knowledge, the late Sakimin and the late Umikah were a married couple who had no children. The parents of the late Sakimin were Kadi Semplok, who had four children: Sakimin, Saman, Saminah, and Kasini (Hanik Kasini). Furthermore, the witness explained that Saman has a child named Suci, while the names of his other children are unknown to the witness; Saminah has children named Puji (Defendant I), Buang, and others whose names are unknown to the witness; and Kasini (Hanik Kasini) has children named Marjuki, Umi, and Eni, as

well as others whose names are unknown to the witness. To the witness's knowledge, the land belonging to the late Sakimin which he inherited from his parents (Kadi Semplok) had been distributed among his younger siblings: Saman, Saminah (the parents of Defendant I), and Kasini.

The witness also knows that the late Sakimin and the late Umikah owned land located in Kampung Kliwonan RT 002 RW 003, Gunungpati Village, Gunungpati Subdistrict, Semarang City, although the witness does not know the exact area. After Sakimin passed away, the land became Umikah's property. The witness further explained that the land owned by Umikah is currently occupied by Mr. Haryono, Mr. Machrus (Plaintiff I), and Ms. Puji (Defendant I). The land occupied by Mr. Machrus belongs to Mr. Machrus (Plaintiff I) himself and is located on Jalan Kp. Kliwonan RT 002 RW 003, Gunungpati Village, Gunungpati Subdistrict, Semarang City, although the witness does not know the exact area; its boundaries are as follows:

- a. north : Moch. Haryono;
- b. east : Mrs. Aris;
- c. south : Moch. Haryono BSc;
- d. west : Kliwonan Street

Since the marriage of Sakimin and Umikah produced no children, two conflicting claims arose regarding Sakimin's estate. On one hand, Mrs. Puji Rosadah (Defendant I), as the daughter of Saminah (Sakimin's younger sister), asserts that she is the substitute heir; this claim is supported by the Letter from the Substitute Heirs (T.I-1), along with an excerpt from the marriage certificate, a death certificate, and a family registration card. On the other hand, the Plaintiffs (Machrus, S.Ag., and

Tuwuh Suyekti) argue that Umikah is the sole heir of Sakimin, based on a Certificate of Inheritance dated April 30, 2008, which was witnessed and certified by the Head of the Gunungpati Village and endorsed by the Gunungpati Subdistrict Head; consequently, Umikah was declared to have full authority to manage and transfer the inherited land to anyone, including selling it to the Plaintiffs in 2008. The Plaintiffs further argue that Defendant I (Mrs. Puji Rosadah) has never been able to prove the existence of an official Certificate of Inheritance or a court ruling confirming her status as the lawful heir of Sakimin, and therefore the complaint filed by Defendant I (Mrs. Puji Rosadah) is deemed to lack valid legal standing.

Based on this sequence of events, the Plaintiffs argue that they are buyers acting in good faith who acquired the land through Deed of Sale No. 133/2008 from the late Umikah as the heir of Sakimin. This ownership is evidenced by Certificate of Ownership No. 03618, which was created through the subdivision of Certificate of Ownership No. 788 and has been registered without objection for more than five years; thus, pursuant to Article 32(2) of Government Regulation No. 24 of 1997, this right is now incontestable. Furthermore, neither Machrus, S.Ag. (Plaintiff I) nor Tuwuh Sayekti (Plaintiff II) ever conducted any transaction, executed any deed, or entered into any legal agreement on that date at the notary's office in question. Since these allegations are baseless, Machrus, S.Ag., and Tuwuh Sayekti (the Plaintiffs) request that Mrs. Puji Rosadah (Defendant I) be declared to have committed an unlawful act pursuant to Article 1365 of the Civil Code. The Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) filed a

complaint dated March 4, 2024, which was received and registered at the Clerk's Office of the Semarang District Court on March 5, 2024, and entered into the Register under Case No. 138/Pdt.G/2024/PN Smg. This dispute over the status of the heirs is, in fact, the substantive root of the entire dispute, even though ultimately the inheritance issue was never further examined by the Panel of Judges in the case in question.²⁷

3. Analysis of the Judge's Rationale and the Judgment's Disposition

The operative part of the judgment holds the most essential position in a court decision that is binding on the parties to the case. With regard to Case No. 138/Pdt.G/2024/PN Smg, the operative part of the judgment states that the lawsuit filed by the Plaintiffs is declared *niet ontvankelijk verklaard* (NO), or inadmissible. This was based on the Panel of Judges' decision to grant the motion to dismiss filed by Defendant III (the Village Head of Gunung Pati) regarding the complaint, which was deemed obscure (*obscuur libel*). According to legal literature in the Semarang Law Review journal by Ali et al. (2024), a lawsuit is categorized as an "obscuur libel" if the formulation of its legal arguments is unclear, ambiguous, or formally contradictory.²⁸ A ruling of "not admissible" (NO) is a form of judgment stating that the complaint contains a formal defect, such that the merits of the case are not examined further not because the substance of the complaint is unproven or unfounded and thus the judge is neither required nor

²⁷ Putusan Nomor 138/Pdt.G/2024/PN Smg

²⁸ Ali, Moh, et.al., 'Gugatan Tidak Dapat Diterima Dengan Alasan Obscure Libel Pada Perbuatan Melawan Hukum (Studi Kasus Putusan No. 67/Pdt. G/2021/PN Jmr)', *Semarang Law Review (SLR)*, 5 (2024), 167.

authorized to assess or recognize the substantive rights alleged by the Plaintiffs. According to M. Yahya Harahap (2017), “obscuur libel” refers to a lawsuit that is not clearly formulated, thereby creating ambiguity regarding the subject matter of the dispute.²⁹ In this decision, this element of ambiguity is evident in the statement of facts submitted by the Plaintiffs, which was deemed not to explain in detail the form of unlawful acts (PMH) committed by Defendant III. In the case at hand, the Panel of Judges of the Semarang District Court stated in its legal considerations that the Plaintiffs’ complaint was unclear and vague for two main reasons:

- a) The Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) base their lawsuit on an unlawful act; however, the statement of facts in the complaint does not clearly describe the nature of the unlawful act committed by the Village Head of Gunung Pati (Defendant III) that caused harm to Machrus, S.Ag., and Tuwuh Sayekti (the Plaintiffs), even though point 7 of the relief sought requests that Defendant III make an entry in Book C or Letter C.
- b) There is a conflation (samenvoeging) between the claim of an unlawful act and the claim for validation of the sale and purchase agreement, resulting in a contradiction between the statement of facts and the relief sought, given that the legal basis for an unlawful act (Article 1365 of the Civil

²⁹ Harahap, M Yahya, *Hukum Acara Perdata: Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, Dan Putusan Pengadilan* (Sinar Grafika, 2017)

Code) is not the same as the legal basis for the validity of a sale and purchase agreement.

In the legal reasoning section, the Panel of Judges referred to Article 8(3) of the Reglement Op de Burgerlijke Rechtsvordering (Rv), which stipulates that a complaint must contain specific allegations regarding facts (*fetelijke gronden*) and clear legal grounds (*rechtsgronden*). The judges found that in their complaint, the Plaintiffs merely stated in general terms that Defendant III had committed an “Unlawful Act” (PMH). However, the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) failed to specify exactly what concrete actions were taken by Defendant III (the Village Head of Gunungpati), when they were taken, and how those actions violated specific legal provisions. Although various facts and pieces of evidence related to possession and the basis for acquiring rights to the disputed property were revealed during the trial, these facts have not yet served as the basis for an assessment of the merits of the case. From the perspective of substantive justice, this situation indicates that the substance of the land ownership dispute has not yet been comprehensively resolved through a ruling that examines the merits of the case, therefore legal certainty regarding the status of rights to the disputed property still requires further judicial proceedings due to ambiguities in the complaint filed by the plaintiff (Subekti, R.: 2020, as cited by Rahmatullah (2025)).³⁰ The legal consequences arise because the “obscuur libel” exception granted by the Panel of Judges actually stems from a specific issue concerning the Head of Gunungpati

³⁰ Rahmatullah, Rahmatullah, ‘Analisis Yuridis Terhadap Putusan Gugatan Tidak Diterima (Niet Ontvankelijk Verklaard) Dalam Perkara Perdata’, *Jurnal To Ciung: Jurnal Ilmu Hukum*, 5 (2025), 16.

Village (Defendant III) namely, the vagueness of the description of the Unlawful Act (PMH) related to the seventh point of the petition (the request that Defendant III record Book/Letter C of the Gunungpati Subdistrict Office, No. 769), as well as the conflation of the Unlawful Act argument with the claim for ratification of the sale and purchase, which was deemed formally contradictory. Meanwhile, the other exceptions raised by Mrs. Puji Rosaodah (Defendant I) were not considered further. The Plaintiffs' complaint is dismissed in its entirety, including all claims that are factually and legally distinct against Defendant I, namely:

- 1) A claim regarding the validity of Deed of Sale No. 133/2008 and Certificate of Ownership No. 03618/Gunungpati Subdistrict as belonging to the Plaintiffs.
- 2) A claim stating that Defendant I lacks legal standing and has committed an unlawful act by attempting to take possession of the subject matter of the dispute.
- 3) A claim for material and immaterial damages against Defendant I in the amount of Rp 8,280,000,000.00, along with a penalty payment (dwangsom).
- 4) A request for a prejudgment attachment (revindicatoir beslag) on the subject matter of the dispute.

This demonstrates that the focus of the lawsuit is indeed on the relationship between the Plaintiffs (Machrus, S.Ag., and

Tuwuh Sayekti) and Defendant III (the Head of Gunung Pati Village), not with Defendant I (Mrs. Puji Rosaodah). The results of the on-site inspection revealed a fundamental issue in this case. On the one hand, the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) are the lawful holders of Certificate of Ownership No. 03618/Gunungpati Subdistrict, a document of title officially issued by the Semarang City Land Office based on the splitting process of the parent certificate and a valid deed of sale. The formal exception in the form of an “obscuur libel” actually pertains to Defendant III (the Head of Gunung Pati Village), but it resulted in the dismissal of the entire lawsuit. Consequently, the merits of the case including the validity and enforceability of the Plaintiffs’ (Machrus, S.Ag., and Tuwuh Sayekti) certificate were never examined by the court. Maria S.W. Sumardjono stated that land law requires certainty regarding the holders of land rights.³¹ However, certificate holders may not necessarily feel secure if their ownership is still subject to a lawsuit. The above description reveals a discrepancy between legal considerations that factually recognize the validity of the sale and purchase and the possession of the disputed property by the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti).

This discrepancy is not caused by the absence of valid proof of ownership, but rather by the cessation of review of the formal aspects of procedural law; consequently, the substantive aspects namely legal certainty and protection for buyers holding certificates have not been fully realized through this decision. From the perspective of legal certainty, this situation implies that clarity regarding the protection of the Plaintiffs’ rights has not

³¹ Maria S.W. Sumardjono, *Kebijakan Pertanahan antara Regulasi dan Implementasi*, Jakarta: Kompas, 2001.

yet been achieved. This is consistent with the view of Sudikno Mertokusumo, who stated that legal certainty must guarantee the enforcement of rights and court decisions. This situation leaves room for the Plaintiffs to refile their complaint, with the formalities corrected, in order to obtain a substantive review of their ownership rights.

Legal Protection Certified Buyers in Land Disputes

1. Legal Protection Preventif dan Represif

Analysis of the Judge's Rationale and the Judgment's Disposition: In the context of land ownership in Indonesia, land disputes are quite complex issues because they involve a variety of interests from various parties. One party that is often in a vulnerable position when such disputes arise is a buyer in good faith defined as a party who acquires rights to land through valid legal mechanisms, without being aware of any legal defects in the land in question, and who conducts the transaction based on a belief in the seller's validity and legal standing.³² The criteria for a buyer in good faith, as developed in case law and legal doctrine, are generally demonstrated through the exercise of due diligence during the transaction process. These steps include verifying the authenticity of the land certificate at the Land Office, signing the deed of sale in the presence of a Land Deed Officer (PPAT), settling the transaction based on the agreed upon value, and

³² Asmah, Asmah, 'Tinjauan Terhadap Perlindungan Hukum Pembeli Beritikad Baik Dalam Sengketa Kepemilikan Hak Atas Tanah.', *Yustitiabelen*, 11 (2025), 87.

ensuring that the buyer is unaware of any ongoing disputes or legal defects affecting the property. Protection for buyers who have obtained a certificate in land-related disputes plays a crucial role in enhancing legal certainty within the land administration system. In practice, this protection takes two forms: preventive and repressive mechanisms. Philipus M. Hadjon explains that preventive legal protection is intended to minimize the likelihood of violations or disputes by establishing legal safeguards before disputes arise, providing clear regulations, and giving the public the opportunity to understand and comply with applicable legal provisions.³³ This form of protection is implemented through administrative measures and the orderly execution of legal procedures from the very beginning of the transaction process.³⁴ The forms of protection include:

1) Land Registration:

Land registration is one of the fundamental pillars of the land administration framework in Indonesia, as established by Government Regulation (PP) No. 24 of 1997 on Land Registration. This regulation is derived from Article 19(1) of Law No. 5 of 1960 on the Basic Principles of Agrarian Law (UUPA), which requires the government to implement land registration throughout the country as a means of providing legal certainty. The registration process establishes the legal status of each parcel of land by recording the prevailing forms of land tenure, including ownership rights, cultivation rights, and

³³ Silalahi, Gabriel Nugeraha, and Gunawan Djajaputra, 'Analisis Perlindungan Hukum Bagi Pihak Yang Memiliki Hak Atas Tanah', *UNES Law Review*, 6 (2024), 10583–10589.

³⁴ Panjaitan, et.al, 'Perlindungan Hukum Terhadap Pemilik Sertifikat Hak Atas Tanah Yang dikuasai Oleh Pihak Ketiga Tanpa Hak', *Journal of Administrative and Social Science*, 7 (2026)

building use rights, thereby facilitating the government's ability to formulate appropriate policies regarding such land (Panjaitan et al., 2026).³⁵ In addition, land registration also provides a sense of security for the public, businesspeople, and prospective buyers, as they can clearly verify and should carefully examine the legal validity of the property before finalizing the purchase. Prospective buyers checking the land registration status before a transaction is an essential preventive measure to ensure that the land to be purchased has clear legal standing and is not currently subject to any disputes. Through land registration, buyers can determine whether the land is the subject of a dispute, encumbered by a lien, or has other administrative defects. This system serves as a vital tool for preventing double sales and land mafia activities. The implementation of land registration involves several activities, including:³⁶

- a. surveying and mapping of land parcels;
- b. registration of land rights and transfers of land rights;
- c. issuance of certificates of title that carry strong evidentiary weight.

In light of Philipus M. Hadjon's theory of legal protection, land registration serves as a form of preventive legal protection, as it verifies the legal status of a parcel of land before a transfer of rights occurs. With this certainty, a buyer acting in good faith has the opportunity to verify the legality of the land to be purchased, thereby preventing potential disputes from the outset. Land registration practices are generally classified into

³⁵ Panjaitan, et.al

³⁶ Mahesa, K Hendra, et.al, 'Perlindungan Hukum Dalam Jual Beli Tanah Di Bawah Tangan Berdasarkan Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria', *Jurnal Ilmu Hukum Sui Generis*, 3 (2023), 119.

two models: the positive registration system and the negative registration system.³⁷ In the positive model, public authorities guarantee the accuracy of the information listed in the registry, thereby providing complete legal certainty and protection to those officially recognized as holders of land rights. Conversely, in the negative publication system, the state does not fully guarantee that the registered party is the actual owner. Therefore, if errors are discovered at a later date, the registration data can still be corrected.

2) Issuance of certificates

The issuance of land title certificates serves as a preventive legal safeguard by providing formal proof of ownership. Pursuant to Article 32(1) of Government Regulation No. 24 of 1997, a land title certificate functions as valid and binding evidence of registered rights and contains the physical and legal data regarding the land as recorded in the land registry and survey documents.³⁸ In practice, many land disputes arise due to the absence of valid proof of ownership or irregularities in land administration. This provision applies if, within five years of the certificate's issuance, a party who believes their rights have been violated has not filed a written objection with either the certificate holder or the head of the competent land office, nor

³⁷ Khoirunnisa, Labibah, et.al, 'Perlindungan Hukum Terhadap Pemegang Sertipikat Hak Atas Tanah Karena Adanya Gugatan Pihak Ketiga Dikaitkan Dengan Asas Pendaftaran Tanah Publikasi Stelsel Negatif Bertendensi Positif', *JIIP-Jurnal Ilmiah Ilmu Pendidikan*, 8 (2025), 13003–13011.

³⁸ Avivah, Lisnadia Nur, et.al, 'Pentingnya Pendaftaran Tanah Untuk Pertama Kali Dalam Rangka Perlindungan Hukum Kepemilikan Sertifikat Tanah', *Tunas Agraria*, 5 (2022), 197–210.

has filed a lawsuit in court regarding ownership of the land or the issuance of the certificate.³⁹

3) Drafting Deeds Before a PPAT

The drafting of deeds before a Land Deed Officer (PPAT) is an important part of Indonesia's land law system. Deeds drafted by a PPAT serve as valid legal instruments that evidence transactions related to land rights and property ownership. Deeds prepared by a PPAT are authentic because they are drafted in accordance with legal procedures established by law.⁴⁰ Consequently, any errors, legal defects, or inconsistencies in a PPAT deed may affect the validity of the land rights transfer process. Such conditions also have the potential to cause losses to the parties involved and disrupt the overall order of land administration. In addition to exercising their authority to draft deeds, a PPAT also bears legal responsibility related to the performance of these duties to ensure that all administrative and substantive requirements have been met before the deed is signed by the parties.⁴¹

In addition to exercising their authority to draft deeds, a PPAT also bears legal responsibility related to the performance of these duties to ensure that all administrative and substantive requirements have been met before the deed is signed by the parties. This verification process includes checking the parties' identities, the authenticity of the land title certificate, the status

³⁹ Arif Rahman Hakim dan Muammar Alay Idrus, "Prosedur Penerbitan Sertifikat Elektronik sebagai Bukti Autentik Penguasaan Hak Atas Tanah," *Juridica*, Vol. 3, No. 1, November (2021), hlm 10.

⁴⁰ Carolina, Herlin Meilani, et.al, 'Perlindungan Hukum Terhadap Akta Yang Dibuat Oleh Notaris Dan PPAT', *Jurnal Kajian Hukum Dan Kebijakan Publik* | *E-ISSN: 3031-8882*, 3 (2025), 327.

⁴¹ Islam, Ahmad Zaenul, et.al, 'Keabsahan Akta Notaris Yang Menggunakan Cyber Notary Sebagai Akta Otentik', *Unes Law Review*, 6 (2023), 4527.

of the land in question, the completeness of supporting documents, and ensuring there are no disputes or legal obstacles regarding the land that is the subject of the transaction. Every step in the deed drafting process must comply with specific procedures and requirements for the deed to be legally binding; each step must be carried out in accordance with applicable regulations. When drafting a land sale and purchase deed, there are several important procedures that must be followed, namely:⁴²

a. Verification of the Land Title Certificate and Land and Building Tax (PBB)

Before the sale and purchase transaction takes place, the Land Deed Officer (PPAT) verifies the land title certificate and proof of payment for the Land and Building Tax (PBB). This step aims to ensure the validity of the land's legal status and to confirm that all tax obligations related to the property have been fulfilled before the transfer of rights takes place. *Persetujuan Pasangan*.

b. Spousal Consent

Before the Deed of Sale is signed, if the seller is married, the spouse's consent is required. This consent is necessary because land rights within a marriage are generally considered joint property. Consent may be given through a specific letter of consent or by co-signing the Deed of Sale. If the seller's spouse has passed away, this fact must be

⁴² Wonte, Andreas, et.al, 'Peranan Pejabat Pembuat Akta Tanah (Ppat) Dalam Pembuatan Akta Tanah Berdasarkan Peraturan Pemerintah Nomor 24 Tahun 2016 Tentang Perubahan Atas Peraturan Pemerintah Nomor 37 Tahun 1998 Tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah.', *Lex Administratum*, 10 (2022), 8-9.

verified with a death certificate. In this case, the children, as heirs, must provide consent to the sale of the land in lieu of the deceased spouse's consent.

- c. Costs Associated with the Preparation of the Deed of Sale
In addition, the seller is obligated to pay Income Tax (PPh), while the buyer is responsible for paying the Land and Building Acquisition Tax (BPHTB), in accordance with applicable tax regulations. In addition to these two types of taxes, there are also PPAT service fees, which are typically shared by both parties based on a mutually agreed-upon arrangement.

- d. Costs Associated with the Preparation of the Deed of Sale

In addition, the seller is obligated to pay Income Tax (PPh), while the buyer is responsible for paying the Land and Building Acquisition Tax (BPHTB), in accordance with applicable tax regulations. In addition to these two types of taxes, there are also fees for the services of a Public Notary (PPAT), which are typically shared by both parties based on a mutually agreed-upon arrangement.

- e. The Process of Signing the Deed of Sale and Purchase

The Process of Signing the Deed of Sale and Purchase
Once all documents such as the land certificate, the parties' identification, and proof of tax payment are complete, the parties then appear before the PPAT to sign the Sales and Purchase Deed. This signing ceremony must be conducted directly in the presence of the PPAT, witnessed by at least two witnesses who also affix their signatures to the deed. These witnesses are generally staff

members from the PPAT office handling the transaction in question.

f. Certificate Transfer Process

Once the Deed of Sale and Purchase has been signed, the next step is to transfer the name on the land certificate from the seller's name to the buyer's name. The PPAT is also obligated to verify the identities of the parties, the authenticity of the land certificate, and the consistency of the land parcel with the data registered at the Land Office. If the PPAT fails to fulfill these obligations, the deed may be invalidated, and the PPAT may be held liable administratively, civilly, or criminally.⁴³

Meanwhile, repressive protection focuses on resolving disputes that have already occurred, with the aim of restoring unfulfilled rights and upholding justice. Repressive protection is a legal mechanism activated after a violation or dispute related to a right arises. This form of protection aims to provide a mechanism for resolving cases while restoring the affected rights through the process of law enforcement after losses have occurred due to actions contrary to legal provisions. The primary focus of repressive protection lies in restoring the rights of victims while upholding justice through applicable legal mechanisms (Philipus M. Hadjon, 1987).⁴⁴ This protection is intended to provide compensation or damages to parties who have suffered losses as a result of unlawful acts. Furthermore, repressive protection is also aimed at imposing sanctions on violators to ensure legal

⁴³ Wonte, Andreas, et.al.

⁴⁴ Philipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat Indonesia* (Surabaya: Bina Ilmu, 1987), hlm. 2.

certainty, a sense of justice, and a deterrent effect, so that similar violations do not recur in the future. The scope of this protection encompasses various legal avenues available to aggrieved parties, whether through formal court proceedings or alternative dispute resolution outside the court system.⁴⁵

1) Repressive Protection Through Litigation

Litigation is a form of dispute resolution that utilizes the judicial system, which follows formal legal procedures. In this mechanism, disputes between two or more parties are resolved through a series of stages, ranging from the filing of a lawsuit, the examination of the case in court, to the rendering of a judgment by a judge. Pursuant to Law No. 48 of 2009 on Judicial Power, the litigation route refers to the resolution of disputes through formal judicial proceedings in court. In this mechanism, cases are examined and decided by a judge through court proceedings in accordance with applicable legal provisions. Judicial power in Indonesia is exercised by the Supreme Court and the judicial bodies under its authority, which include:

a. General Courts

General Courts have the authority to hear civil disputes, such as disputes regarding land ownership rights, sales transactions, breach of contract, or unlawful acts. Such disputes generally arise between individuals or between individuals and legal entities. According to Subekti (2005), civil disputes involve a violation of an individual's subjective rights, the resolution of which may be sought through a lawsuit filed in court. In land cases, the judge

⁴⁵ Philipus M. Hadjon.

will consider various forms of evidence, including land certificates, deeds of sale, witness testimony, and the history of possession of the land in dispute.⁴⁶ Litigation is pursued through the court process to defend rights to land that is unlawfully occupied by another party. This may take the form of a civil lawsuit filed with the District Court to seek a declaration that the certificate holder is the lawful owner of the land, as well as to request the vacating of the land and compensation for resulting losses. The legal basis for this is Article 1365 of the Civil Code regarding unlawful acts. In addition to civil lawsuits, landowners may also pursue criminal charges if the occupation of the land involves elements of intent, threats, violence, or document forgery. Relevant criminal provisions that may be applied include Article 385 of the Criminal Code regarding land encroachment, Article 263 of the Criminal Code concerning forgery of documents, and Article 264 of the Criminal Code regarding forgery, as well as Article 266 of the Criminal Code regarding the provision of false information in an authentic document that has the potential to cause harm to another party.⁴⁷

b. Administrative Court (PTUN)

The Administrative Court has the authority to hear disputes related to decisions made by state administrative officials, such as cases involving the issuance or revocation of land certificates by the land office. The legal basis for this is set forth in Law No. 5 of 1986 on Administrative

⁴⁶ R. Subekti, *Pokok-Pokok Hukum Perdata* (Jakarta: Intermasa, 2005), hlm. 45–46.

⁴⁷ Mahmud, Mustakim, 'Aspek Pidana Dalam Sengketa Tanah Di Indonesia: Analisis Normatif Dan Praktik Penegakan Hukum', *LEGALITAS: Jurnal Ilmiah Ilmu Hukum*, 10 (2025), 170.

Courts. In such cases, the subject of review is not only the issue of land rights but also the validity of decisions made by administrative officials, including procedural compliance, the officials' authority, and the possibility of abuse of authority. According to Adrian Sutedi, as cited by Michael Fernando Wuisan et al. (2026), land disputes often involve both civil law elements and aspects of administrative law. Consequently, a single case may be adjudicated through two distinct judicial systems. The legal basis for dispute resolution through the Administrative Court is set forth in Law No. 5 of 1986 on Administrative Courts.⁴⁸ The legal basis for dispute resolution through the Administrative Court is set forth in Law No. 5 of 1986 on Administrative Courts. If a lawsuit filed by a landowner is granted by the court, the judgment may be enforced through an execution process carried out by a court bailiff. Through this enforcement process, the disputed land can be vacated and returned to the party declared the rightful owner based on the court's decision. Provisions regarding the enforcement of civil judgments in land matters are set forth in Articles 195 through 224 of the HIR and Articles 206 through 258 of the RBg.⁴⁹

The process of resolving disputes through the court system begins with the filing of a complaint by the party who feels

⁴⁸ Michael Fernando Wuisan, Donna Okthalia S., dan Djefry W. Lumintang, "Pengaturan Penanganan dan Penyelesaian Kasus Pertanahan di Indonesia," *Lex Crimen*, Vol. 15, No. 2 (2026), hlm 7.

⁴⁹ Shanti Riskawati, S H, and M Kn, 'BAB 19 Eksekusi Putusan Pengadilan Perdata', *Hukum Acara Perdata: Landasan Teori, Perkembangan, Dan Praktik Kontemporer*, 2025, 280.

wronged, acting as the plaintiff. The complaint is filed with the competent court based on the type of case and the relevant jurisdiction. Once the complaint is filed, the court then sets a hearing schedule to examine the case. During the trial, each party is given an opportunity to present their case. During the trial, each party is given the opportunity to present their arguments, submit evidence, and call witnesses to support their case. Once the entire examination process is complete, the judge will issue a ruling, which may take the form of awarding damages, ordering the fulfillment of specific obligations, or imposing other sanctions depending on the nature of the dispute under review (Azis et al., 2024).⁵⁰ The litigation process is a method of dispute resolution through the judicial system, conducted in a step-by-step and hierarchical manner. This mechanism involves several legal proceedings: a trial at the trial court, an appeal to the High Court, and a cassation appeal to the Supreme Court.

An appeal is filed if one of the parties is dissatisfied with the trial court's decision, while a cassation appeal is filed to assess whether the application of the law in the previous decision complied with statutory provisions. One of the advantages of dispute resolution through litigation lies in the certainty of the law, as court decisions are final and binding on the parties. Through these stages, the parties have a broader opportunity to obtain a comprehensive legal assessment in order to achieve justice.⁵¹ Based on this, litigation is a legal process undertaken to obtain protection of

⁵⁰ Azis, Pahrudin, et.al, 'Perbandingan Lembaga Penyelesaian Sengketa: Litigasi Dan Non-Litigasi', *Qanuniya: Jurnal Ilmu Hukum*, 1 (2024), 15-16

⁵¹ Azis, Pahrudin, et.al.

legal rights and interests through the judicial system. On the other hand, resolving disputes through litigation also has a number of drawbacks. The judicial process generally takes a considerable amount of time and involves significant costs, ranging from court fees and attorney's fees to other related expenses. These conditions often pose obstacles for parties with limited financial resources. Another drawback of dispute resolution through litigation lies in its inflexible nature, such as high costs, lengthy resolution times, and procedures that are not flexible enough to accommodate the needs of the parties. Therefore, each party needs to consider various aspects before determining the most appropriate dispute resolution mechanism based on their circumstances and interests (Waruwu et al. (2023)).⁵²

2) Repressive Protection Through Non-Litigation Channels

Dispute resolution through non-litigation channels is a mechanism for resolving cases outside the judicial process. This approach provides various ways for the parties to reach a settlement without going to court. One such mechanism is Alternative Dispute Resolution (ADR), a set of dispute resolution methods that emphasize mutual agreement. Pursuant to Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, ADR is a method of resolving conflicts outside of court that prioritizes deliberation and mutual agreement between the disputing parties, thereby allowing the resolution process to proceed

⁵² Waruwu, Ariful Hakim, Tan Kamello, T Keizerina Devi Azwar, and Abd Harris, 'Kewenangan Arbiter Dalam Memutus Sengketa Bisnis Arbitrase Secara Ex Aequo Et Bono', *Locus Journal of Academic Literature Review*, 2023, 986–999.

without resorting to litigation.⁵³ Dispute resolution, or non-litigation resolution, can be carried out through several methods, including:

a. Mediation

Mediation, by its very nature, is a process involving a third party who possesses the specialized skills and understanding to facilitate an effective resolution of the dispute; this can be categorized as mediation. Mediation is a method of dispute resolution conducted by mutual agreement of the parties with the assistance of a neutral and impartial mediator. The mediator has no authority to make decisions or reach conclusions but acts as a facilitator who supports open, honest dialogue and the exchange of views in order to reach a mutual agreement.⁵⁴

b. Conciliation

Conciliation is essentially an advanced stage of the mediation process. In this mechanism, the third party, who initially served as a mediator, shifts roles to become a conciliator, taking on a more active role in the dispute resolution process.⁵⁵

c. Arbitration

Arbitration is a dispute resolution mechanism that takes place outside the court system. Civil cases do not always have to be handled through district courts;

⁵³ Azis, Pahrudin, et.al., 'Perbandingan Lembaga Penyelesaian Sengketa: Litigasi Dan Non-Litigasi', *Qanuniya: Jurnal Ilmu Hukum*, 1 (2024), 16-17.

⁵⁴ Simauli Margaretta Panjaitan dan Besty Habeahan, "Perlindungan Hukum terhadap Pemilik Sertifikat Hak Atas Tanah yang dikuasai oleh Pihak Ketiga Tanpa Hak," *Journal of Administrative and Social Science (JASS)*, Vol. 7, No. 1 (Januari 2026): 248.

⁵⁵ Simauli Margaretta Panjaitan dan Besty Habeahan.

rather, they can also be resolved through arbitration or other forms of alternative dispute resolution. Pursuant to Article 1(1) of Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, arbitration is generally considered to offer several advantages over dispute resolution through the court system. One notable advantage is the guarantee of confidentiality for the parties and the subject matter of the case under review.⁵⁶ Decisions rendered by arbitrators are final and binding, allowing for their enforcement through relatively straightforward procedures. Arbitration itself is divided into two forms: ad hoc arbitration and institutional arbitration. When viewed through the theory of legal protection proposed by Philipus M. Hadjon, dispute resolution through mediation, conciliation, or arbitration falls under the category of repressive legal protection. This is because these three mechanisms are pursued after a dispute has arisen with the aim of protecting the rights of the parties, remedying the resulting losses, and ensuring legal certainty and justice through out-of-court settlements.

2. Evaluation of Legal Protection in Judgment No. 138/Pdt.G/2024/PN Semarang

One of the essential issues discussed in Judgment No. 138/Pdt.G/2024/PN Semarang is the status of the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) as certified buyers and

⁵⁶ Simarmata, Gery Hall, 'Penyelesaian Sengketa Pertanahan Melalui Mediasi Non Litigasi Dalam Pembatalan Sertifikat Hak Milik Atas Tanah (Studi Badan Pertanahan Nasional Kabupaten Samosir)' (Universitas Medan Area, 2024)

the extent to which this grants them the right to legal protection regarding the land they acquired. As outlined in the sections on the analysis of the judgment and the operative part, the Panel of Judges of the Semarang District Court, in its judgment dated October 1, 2024, granted the motion to dismiss filed by Defendant III (the Village Head of Gunungpati) and declared the Plaintiffs' lawsuit inadmissible (*Niet Ontvankelijke Verklaard/NO*) because it was deemed vague (*obscuur libel*) specifically due to the lack of clarity in the description of the unlawful act against Defendant III (the Village Head of Gunungpati) and the conflation of the legal basis for the claim of an unlawful act with the request for ratification of the sale and purchase. This ruling was purely technical and editorial in nature and did not address the substance of the ownership dispute between the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) and Defendant I (Mrs. Puji Rosaodah) regarding all the evidence submitted by both parties; in fact, the Court explicitly stated that this evidence did not need to be further considered.

Based on these facts, this section focuses on evaluating two issues: the implications for the legal protection afforded to the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) as certified buyers; and, to what extent the Plaintiffs' (Machrus, S.Ag., and Tuwuh Sayekti) actual substantive position which was revealed during the trial but had not yet been examined by the Panel of Judges holds weight. The concept of protection for certified buyers within the framework of national land law does not depend solely on the occurrence of a sale-purchase transaction or physical possession of the land in question. Rather, such protection can only be granted if a series of

administrative requirements stipulated in the applicable laws and regulations have been fully met. As stated by Philipus M. Hadjon (1987), legal protection fundamentally upholds human values and recognizes the authority and protection of the rights of every individual or legal entity acknowledged within the legal system, as an effort to ensure that no decision or action is taken without a valid basis.⁵⁷ Such protection is granted to any party that acquires rights through applicable legal mechanisms, thereby ensuring that those rights receive recognition, certainty, and guarantees within the legal system.

Therefore, an evaluation of legal protection in this case must be conducted by examining three main aspects: the existence of a land title certificate, the validity of the Deed of Sale and Purchase (AJB), and the implementation of the certificate subdivision (splitzing) procedure. These three elements form the essential basis for assessing whether the plaintiffs are entitled to legal protection as buyers who hold a title certificate.

In this case, as evidence, the Plaintiffs submitted Exhibit P-6, namely Certificate of Ownership No. 03618/Gunungpati Subdistrict. The Semarang City Land Office issued this certificate on August 25, 2008, in the name of Tuwuh Sayekti, Plaintiff II. The issuance of this certificate resulted from the splitzing of Certificate of Ownership No. 788/Gunungpati Subdistrict, which was originally registered in the name of Sakimin and subsequently transferred to

⁵⁷ Rahmadani, Putri, 'Penyelesaian Sengketa Ganti Kerugian Pengadaan Tanah Untuk Pembangunan Jalan Tol Section Binjai-Pangkalan Brandan Berbasis Perlindungan Hukum', *Locus Journal of Academic Literature Review*, 2022, 210–225.

Umikah as the heir. The possession of a valid and registered land certificate serves as an indication of the buyer's good faith, given its status as strong evidence of ownership as stipulated in Article 19(2) of the Land Law (UUPA) and Article 32(1) of Government Regulation No. 24 of 1997. The issuance of the certificate, which forms the basis of the Plaintiffs' ownership, demonstrates that the subject land, at the time of the transaction, had already received legal recognition and certainty from the state. The transaction was documented in Deed of Sale No. 133 dated June 20, 2008, executed before Notary and PPAT Sugiharto, S.H. (First Co-Defendant). The requirement to execute the Deed of Sale before a PPAT is a prerequisite for the validity of the transfer of land rights through sale and purchase. This provision is derived from Article 37(1) of Government Regulation No. 24 of 1997, which requires the registration of the transfer of land rights or ownership rights to a unit in a multi-unit residential building through a deed drawn up by a PPAT.⁵⁸

A Deed of Sale and Purchase (AJB) drawn up before a PPAT serves as authentic evidence of the validity of the transfer of land rights that has taken place. Santoso (2026) explains, in his study on the validity of the substantive and formal aspects of the sale and purchase of Freehold land, that the function of the SPA drawn up by a PPAT is twofold: in addition to serving as evidence of the occurrence of the legal act of sale and purchase, the deed also constitutes a formal requirement that must be fulfilled when registering the

⁵⁸ Pasal 37 ayat (1) PP No. 24 Tahun 1997 Tentang Pendaftaran Tanah

transfer of rights with the Land Office.⁵⁹ The authentic nature is inherent in deeds issued by a Land Deed Officer (PPAT). Referring to Article 1868 of the Civil Code, a deed is classified as authentic if it is drawn up in the form prescribed by law, by or in the presence of an authorized official, at a designated location.⁶⁰

In addition to the deed of sale and the certificate, the process of “splitzing” or the division of a certificate is also a key indicator in assessing the validity of legal protection for the buyer. Splitzing is a mechanism for dividing a single parcel of land originally recorded under a single certificate into several smaller parcels, each of which then receives its own certificate, as stipulated in Article 48 of Government Regulation No. 24 of 1997 (Nadziroh, 2023).⁶¹ In this case, the disputed land consists of SHM No. 03618/Gunungpati Subdistrict, which historically resulted from the division of SHM No. 788/Gunungpati Subdistrict in the name of Sakimin the land in question in this case. The implementation of the splitting procedure that has been carried out is of significant importance, as it proves that the subject of the sale and purchase already has a clear and independent legal status, separate from the previous parent certificate. A clear identification of the land subject is a crucial element in land transactions, as it serves as a guarantee of legal certainty for the transacting parties. A certificate split that is

⁵⁹ Santoso, Urip, ‘Pembuktian Pemindahan Hak Dalam Jual Beli Hak Milik Atas Tanah: Analisis Keabsahan Syarat Materiil Dan Formal’, *PERSPEKTIF: Kajian Masalah Hukum Dan Pembangunan*, 31 (2026), 8.

⁶⁰ Santoso, Urip, *blm* 9.

⁶¹ Nadziroh, Maiyyah, ‘Perlindungan Hukum Pembebanan Hak Tanggungan Sertifikat Induk Kepada Pemegang Sertifikat Pecah Tanah (Splitzing)’, *Jurnal Education and Development*, 11 (2023), 231.

not carried out in accordance with regulations can lead to uncertainty regarding the location, area, and boundaries of the land, thereby potentially giving rise to disputes.

In this case, the subject property has been clearly identified through Certificate of Ownership No. 03618 and Survey Certificate No. 182/Gunungpati dated July 10, 2008, covering an area of 150 m². Furthermore, the land division process has undergone a review of physical and legal data by the Land Office, thereby demonstrating that the land in question meets the administrative requirements for transfer. These circumstances reinforce that the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) have met the formal requirements through a valid Deed of Sale, the issuance of a certificate, and the applicable administrative procedures serving as the basis for the assessment of a certified purchaser.

The Plaintiffs have been in possession of the land since 2008, as evidenced by the construction of a permanent building and the granting of permission to the younger sibling of Plaintiff II (Tuwuh Sayekti) to occupy it. This acknowledgment serves as strong evidence that the Plaintiffs' (Machrus, S.Ag., and Tuwuh Sayekti) possession is, in substance, valid and undisputed. Therefore, pursuant to Article 32(2) of Government Regulation No. 24 of 1997, a party claiming rights to the land may no longer assert such rights over the property if they fail to pursue legal remedies within the timeframe prescribed by law. Essentially, the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti), as buyers holding a certificate of title, acted in good faith, with due diligence, and with the reasonable belief that the party with

whom they transacted had obtained the rights from an authorized party.

This is because the buyer did not conduct the transaction under the table, but rather through a legally appointed official tasked with drafting and executing the documents related to the transfer of land ownership. The existence of the deed indicates that the transaction was conducted formally and openly. Nor did the buyer acquire the land through covert means or in violation of land law provisions. According to Philipus M. Hadjon's theory, these conditions indicate that the Plaintiffs' rights deserve legal protection because their possession was exercised in a tangible, open manner, and did not violate the law. Such possession reinforces the recognition of rights acquired through lawful procedures reasonable steps taken to ensure the legality of the transaction, namely purchasing land that is already certified, using a Deed of Sale (AJB) prepared by a Public Notary (PPAT), and acquiring the property from a party who is administratively registered as an heir. These steps demonstrate sufficient due diligence to satisfy the element of material good faith. From Philipus M. Hadjon's perspective, legal protection aims to guarantee rights obtained through proper legal procedures.

The Plaintiffs have met these criteria because, prior to entering into the transaction, they verified the legality of the land in question, used a deed of sale drawn up by a PPAT within the scope of his legal authority, and secured the transfer of rights to the land from the party officially registered as the lawful holder of those rights. According to Philipus M. Hadjon's theory, the legal protection afforded to the Plaintiffs in this case must be examined through two

forms of protection: preventive legal protection and repressive legal protection. Preventive protection is evaluated based on compliance with land administration procedures, such as the issuance of land title certificates, the drafting of Deeds of Sale (AJB), and the execution of certificate subdivision (splitzing). Meanwhile, repressive protection is assessed based on the resolution of disputes through judicial proceedings and the extent to which court decisions provide legal recognition and certainty regarding the Plaintiffs' rights. Recognition of the Plaintiffs' rights constitutes a form of legal guarantee that provides certainty, justice, and compliance with the established legal framework.

3. Implications of the Ruling for the Principle of Protection of Certified Buyers

Protection for buyers who hold land certificates is one of the fundamental principles underpinning Indonesian land law. Philipus M. Hadjon explains that repressive legal protection is provided through dispute resolution mechanisms to ensure the restoration of rights for aggrieved parties. Protection for buyers who hold land certificates is one of the key principles of Indonesian land law. This provision is set forth in Article 32(2) of Government Regulation No. 24 of 1997 on Land Registration. A certificate serves as strong evidence. A party who acquires land in good faith and has actually possessed it for five consecutive years can no longer be sued if, during that period, no other party filed a written objection with the land office or the certificate holder. This provision provides legal certainty based on circumstances that can be objectively proven. According to Philipus M. Hadjon,

repressive legal protection is realized through dispute resolution aimed at restoring the rights of the aggrieved party. This concept can be used to analyze the position of the buyer holding a certificate in Judgment No. 138/Pdt.G/2024/PN Semarang.

The Plaintiffs hold Certificate of Ownership No. 03618, issued in 2008, which has never been contested by any party over the past 16 years. The Plaintiffs hold Certificate of Ownership No. 03618, issued in 2008, which has never been contested by any party over the past 16 years. The Plaintiffs have conducted the sale and purchase of the land in accordance with the regulations since 2008 through a deed of sale and purchase executed before Notary and PPAT Sugiharto, followed by registration with the Semarang City Land Office until a certificate was issued in the name of Tuwuh Sayekti (Plaintiff II). Asmah (2025) states that “legal protection can be realized if the purchase procedures are fulfilled in accordance with the law.”⁶²

When a party that has fulfilled all administrative procedures, conducted a transaction through a PPAT, registered its rights, and obtained a certificate still faces uncertainty regarding the status of those rights, the objective of legal protection has not been fully achieved. This situation has the potential to create a gap between procedural certainty and substantive certainty regarding the rights being upheld. According to Philipus M. Hadjon’s theory of legal protection, legal protection is not sufficiently realized through the formal

⁶² Asmah, Asmah, ‘Tinjauan Terhadap Perlindungan Hukum Pembeli Beritikad Baik Dalam Sengketa Kepemilikan Hak Atas Tanah.’, *Yustitiabelen*, 11 (2025), 85.

application of rules alone; it must also ensure the fulfillment of rights protected by law.

Although the formal and substantive requirements were met, the lawsuit was declared inadmissible (*niet ontvankelijke verklaard*) after the “obscuur libel” exception was upheld due to ambiguity in the statement of facts, which combined the basis of an “Unlawful Act” with a claim for validation of a sale and purchase. Procedurally, the assessment that the lawsuit was vague is justifiable. However, this situation also highlights an issue regarding the relationship between formal requirements and the protection of substantive rights. A defect in the drafting of the complaint can cause the case to be dismissed without any assessment of the rights that, in substance, have been supported by the fulfillment of the formal and material requirements as referred to in Article 32(2) of Government Regulation No. 24 of 1997. Thus, the validity of the rights held by the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) has not yet been established through a substantive review of the case due to technical issues in the formulation of the complaint.

This situation also has the potential to result in additional time and costs if the Plaintiffs must refile the complaint with a revised statement of claims. As long as the case has not reached a substantive resolution, the status of the subject matter of the dispute remains uncertain, and the possibility of claims from other parties remains open. Furthermore, the criminal proceedings against Plaintiff I (Machrus, S.Ag.) at the Semarang City Police Headquarters have not yet been concluded, as their resolution is pending a final and binding judgment in the civil case. Furthermore, the

provisions of Article 1925 of the Civil Code regarding an unqualified admission are also relevant to this case. An admission made before a judge regarding a particular event can serve as conclusive evidence for the party making such admission. In this case, the opposing party's testimony regarding the history of land possession, as well as their admission regarding the existence of the Plaintiffs' buildings since 2008, may be considered as additional material facts. An on-site inspection (*descente*) is also important to directly examine the factual conditions of the disputed property, particularly regarding physical possession of the land, so that these facts can be assessed in accordance with Article 32(2) of Government Regulation No. 24 of 1997.

In the context of economic development, legal certainty plays a crucial role because it affects the stability and sustainability of economic activities (Hulu & Sianipar, 2022; Triana et al., 2024). Efforts to create a conducive investment climate require clear regulations that provide certainty, particularly regarding land tenure and utilization, as these are key prerequisites for investors (Julyano & Sulistyawan, 2019). According to Budhayati (2018), clarity and legal certainty regarding land rights are among the key benchmarks for determining how suitable a country is as an investment destination.⁶³ International comparative studies indicate that Malaysia performs relatively well in land administration. In the World Bank's Doing Business 2020 report, Malaysia

⁶³ Maulana, Rizky Abdullah, Dievla Yunda Asadel, Lutfiah Nur Janah, Pratama Rizky Mahardika, Refanissa Syafira, and Fraticia Steffy Angelica, 'Kepastian Hukum Atas Hak Atas Tanah Dalam Investasi: Telaah Yuridis Normatif Terhadap UU Agraria Dan UU Cipta Kerja', *COMSERVA: Jurnal Penelitian Dan Pengabdian Masyarakat*, 5 (2025), 1453–1464.

ranked 33rd out of 190 economies on the “Registering Property” indicator.

This achievement reflects the effectiveness of the land administration and registration system in supporting legal certainty. In contrast, India still faces various challenges in the property registration process, as reflected by its 154th-place ranking on the same indicator. In Indonesia, various recent studies indicate that the protection of land rights still faces challenges in the form of overlapping certificates, inaccuracies in land data, and suboptimal public access to the formal land registration system.⁶⁴ As a result, investors tend to increase their risk premiums, divert investments to other countries, and face difficulties in securing financing. Prolonged uncertainty regarding land ownership status can hinder investment and cause social unrest.

In the development of modern civil law, there is a trend toward dispute resolution that focuses not only on the fulfillment of formal requirements but also on the substance of the legal relationships between the parties. This approach aims to ensure that case adjudication provides more effective protection for civil rights that have already arisen and are being exercised in practice. This aligns with the view of Philipus M. Hadjon, who argues that legal protection must be realized substantively so that citizens’ rights receive effective protection. In this context, judges do not merely act as applicators of the law (*la bouche de la loi*), but rather as active interpreters capable of harmonizing formal legality with

⁶⁴ World Bank, *Doing Business 2020: Comparing Business Regulation in 190 Economies* (Washington, DC: World Bank, 2020), hlm 17.

the sense of justice that exists within society.⁶⁵ Based on the provisions of laws and regulations:

- a. Article 10(1) of Law No. 48 of 2009 on Judicial Power:
“Courts are prohibited from refusing to examine, hear, and decide a case filed on the grounds that the law does not exist or is unclear; rather, they are required to examine and hear it.”
- b. Article 5(1) of Law No. 48 of 2009 on Judicial Power:
“Judges and constitutional judges are required to explore, follow, and understand the legal values and sense of justice that exist within society.”

Table 1. Comparison of Decision No. 8/Pdt.G/2024/PN Smg with Ideal Practice Based on Article 32(2) of Government Regulation No. 24 of 1997

Aspect	Judgment No. 138/Pdt.G/2024/P N Smg	Best Practice	Article 32(2) of Government Regulation No. 24 of 1997
Status of a Certified Purchaser	The status of a certified purchaser is not assessed because the review was halted due to an obscure libel.	Re-evaluate whether the purchaser meets the formal and material requirements to be a certified purchaser based on	The certificate serves as strong evidence, supported by physical possession without written objection for 5 years.

⁶⁵ Istirahat, Ihat, ‘Rekonstruksi Peran Hakim Dalam Mewujudkan Keadilan Substantif Di Pengadilan Indonesia’, *YUDHISTIRA: Jurnal Yurisprudensi, Hukum Dan Peradilan*, 1 (2023), 44–51.

		the facts presented in court.	
Legal Protection	Protection cannot yet be granted because the lawsuit was dismissed (N.O.) due to a procedural defect.	If the formal and substantive requirements are met, the buyer is entitled to legal protection even if there are procedural issues that do not prevent the court from examining the merits of the case.	Protection is granted provided that the requirement of five years of physical possession without written objection is met.
Legal Consequences	The parties have not yet obtained certainty regarding the status of their rights to the subject matter of the dispute.	This case highlights the importance of striking a balance between the formal accuracy of the complaint and the protection of the parties' civil rights.	Article 28D(1) of the 1945 Constitution of the Republic of Indonesia and the principle of <i>litis finiri</i> <i>oportet</i> serve as the basis for ensuring that the status of the parties' civil rights is not left in limbo.

Source: Researcher's Analysis, 2026.

Based on a comparative analysis with Article 32(2) of Government Regulation No. 24 of 1997, this case demonstrates that procedural deficiencies in a lawsuit can hinder the realization of substantive justice. The right to the disputed property, which the Plaintiffs have controlled since 2008, has yet to be legally established. Criminal proceedings at the Semarang City Police Headquarters have also been

delayed while awaiting a final and binding civil judgment. This situation contradicts Article 28D(1) of the 1945 Constitution regarding the guarantee of fair legal certainty and the principle of *litis finiri oportet*, which requires that every case be resolved with legal certainty. Ideally, formal deficiencies should not preclude an examination of the merits. The facts presented in court are sufficient to assess the formal and material requirements for a certified purchaser under Article 32(2) of Government Regulation No. 24 of 1997. This case underscores the importance of balancing the formal accuracy of the complaint with the protection of the parties' rights, so that legal certainty and substantive justice can be achieved. This view aligns with Philipus M. Hadjon's theory of repressive legal protection, which asserts that dispute resolution must be able to provide legal protection through a fair examination of the merits of the case.

Table 2. Comparison of the Stages of Review in Decisions Regarding the Status of a Certified Buyer of Land Claimed by a Third Party

Judgment	Brief Statement of the Case	Trial Phase	Disposition of the Judgment	The Judge's Approach
Judgement Nomor 138/Pdt.G/2024/PN Semarang	The Plaintiff (Tuwuh Sayekti) purchased a 150 m ² plot of land from the late Umikah in 2008 through a Deed of Sale (AJB) executed before Notary Sugiharto. Land Title Certificate (SHM) No. 03618 was issued in the name of Tuwuh Sayekti, resulting from the subdivision of Land	Procedural (the merits of the case were not examined)	The lawsuit was dismissed (NO) on the grounds that it was vague (obscure libel) because it conflated the tort claim with the validation of the sale and purchase.	The judge did not examine the formal and substantive requirements regarding the buyer's standing, as the lawsuit was deemed vague because the statement

Judgment	Brief Statement of the Case	Trial Phase	Disposition of the Judgment	The Judge's Approach
	Title Certificate No. 788 (Sakimin). The Plaintiff has possessed and built upon the land since 2008. Defendant I claims to be the heir of Sakimin and reported an alleged forgery of an authentic deed to the police (Co-Defendant III). The Plaintiffs sued the Defendants for Unlawful Acts.			of facts (tort claim) was inconsistent with the relief sought (validation of the sale and purchase and an order to register Letter C). This ruling stopped at the formal review stage and cannot be analytically compared with rulings that have already addressed the merits of the case.
Judgment No. 36/Pdt.G/2023/PN Bsk	The land purchased by Defendant III (the buyer) was unilaterally claimed by another party, even though Defendant III held a valid Certificate of Ownership (SHM) and a Deed of Sale (AJB) issued by a Public Notary (PPAT). Defendant III	Substantive (merits of the case examined)	Buyers are entitled to legal protection because they acquire land rights through a legitimate mechanism in accordance with applicable laws, based on an official certificate	The legalistic approach, or negative publication system. Adhering to the principle of nemo plus juris, while still recognizing the status of

Judgment	Brief Statement of the Case	Trial Phase	Disposition of the Judgment	The Judge's Approach
	successfully proved compliance with the formal and substantive requirements through evidence.		(legalistic approach).	certified buyers as part of legal certainty, in accordance with Article 32(2) of Government Regulation No. 24 of 1997.
Baturaja District Court Decision No. 44/Pdt.G/2021/PN Bta	The Plaintiff purchased a 1,218 m ² plot of land in Buay Madang, East OKU, from Kristina Rikawati (Rp160 million, December 2020), accompanied by a Certificate of Sale and Purchase certified by the Village Head. Land history: originally owned by the late Sukarmin, sold to Sutekno (2012), gifted to Kristina Rikawati (2016), sold to the Plaintiff (2020). The Defendant (Sukarmin's heirs) claims the land as an inheritance and filed a criminal complaint against the Plaintiff for receiving stolen property.	Merits (substance of the case examined)	The lawsuit was partially granted. The plaintiff was recognized as a buyer acting in good faith, and the Sales and Purchase Agreement was declared valid. The defendant was found to have committed a tort.	The judge examined the substantive requirements for a buyer (physical possession, reasonable acquisition, and the absence of objections within a certain period) by referring to the criteria set forth in SEMA No. 4/2016 and SEMA No. 7/2012. The substance of this examination is

Judgment	Brief Statement of the Case	Trial Phase	Disposition of the Judgment	The Judge's Approach
				consistent with the requirements for a certified purchaser under Article 32(2) of Government Regulation No. 24 of 1997, although the judge still used the term "good faith."
Judgment No. 58/Pdt.G/2020/PN Kdi	The Plaintiff (John Putra) purchased 1,377 m ² of land from H. Yukkas in 2013 through a deed executed by a Public Notary (PPAT), after which Certificate of Ownership (SHM) No. 00851/Wundudopi was issued in his name. The Defendant (Daniel Lumele) claimed the same land based on a Letter of Transfer of Possession, and subsequently filed a lawsuit seeking the revocation of the Plaintiff's SHM with the Kendari	Merits (the substance of the case was examined)	The lawsuit was partially granted. The plaintiff was found to be a buyer acting in good faith and entitled to legal protection. The disputed land was declared to be rightfully his.	The judge distinguished the formal requirements of the certificate from the substantive status of the buyer. Based on Article 1457 of the Civil Code and SEMA No. 4 of 2016, the judge determined that the transaction was conducted

Judgment	Brief Statement of the Case	Trial Phase	Disposition of the Judgment	The Judge's Approach
	Administrative Court (PTUN) without involving the Plaintiff as a party. The PTUN granted the lawsuit in 2016, and the Plaintiff's SHM was officially revoked by the National Land Agency (BPN). The Plaintiff subsequently filed a tort claim with the Kendari District Court to defend his rights to the land.			in cash, transparently, in the presence of a Public Notary (PPAT), and with a legitimate seller. These criteria essentially assess the formal and material requirements for a certified purchaser as stipulated in Article 32(2) of Government Regulation No. 24 of 1997.

Source: Researcher's Analysis, 2026.

The table above shows four rulings at different stages of review. Ruling No. 138/Pdt.G/2024/PN Smg was dismissed at the formal review stage. The lawsuit was declared inadmissible because the statement of facts and the relief sought were inconsistent, so the judge had not yet examined the substance of the buyer's position. This outcome stems

from the vague drafting of the complaint and does not reflect a different judicial stance compared to other rulings. The other three rulings namely Ruling No. 36/Pdt.G/2023/PN Bsk, Baturaja District Court Ruling No. 44/Pdt.G/2021/PN Bta, and Ruling No. 58/Pdt.G/2020/PN Kdi have already proceeded to the merits phase. The judges examined certificate ownership, official deeds of sale, physical possession, and the absence of objections from other parties within a certain time period. The three rulings that have entered the merits phase still formally cite the “good faith” criteria from SEMA No. 4 of 2016 and SEMA No. 7 of 2012. However, the substance of the review aligns with the requirements for a buyer with a certificate under Article 32(2) of Government Regulation No. 24 of 1997. The judge assesses the same elements: formal requirements namely, the certificate and the deed of sale and material requirements namely, physical possession and the absence of objections from other parties. The “certified buyer” approach is grounded in written norms and can be systematically assessed through three indicators: formal requirements, material requirements, and procedural obstacles. Based on Philipus M. Hadjon’s theory of repressive legal protection, the resolution of land disputes must provide legal protection through a substantive examination of the case, not merely procedural formalities.

Conclusion

This study shows that legal certainty for buyers who have been issued certificates, as reflected in Decision No. 138/Pdt.G/PN Semarang, has not yet been fully achieved. Normatively, the Plaintiffs (Machrus, S.Ag., and Tuwuh Sayekti) have fulfilled the elements that form the basis for the protection of land rights, namely acquiring the land through a valid Deed of Sale and Purchase, holding a Certificate of Ownership (SHM) issued in accordance with applicable procedures, and exercising actual control over the land in question. From the perspective of legal protection, the certified buyers in this case have received preventive protection through land registration, the issuance of the Certificate of Ownership, and a sale and purchase transaction conducted in accordance with procedures before a Public Notary (PPAT).

However, because the complaint contained a procedural defect (*obscuur libel*), the proceedings were halted at the stage of the motion to dismiss, so the substance of the dispute including the validity of the legal basis had not yet been examined. Thus, judicial protection through the courts has not been fully realized, not because of the absence of legal avenues, but because the procedural requirements for the complaint had not been met. The raising of an absolute jurisdictional exception by Defendant III (the Village Head of Gunung Pati) also highlights the complexity in determining the appropriate judicial avenue between the General Courts and the Administrative Courts regarding the review of the validity of the certificate. This situation underscores the

importance of meticulousness in drafting the complaint so that the review can address the core of the dispute, as well as the need for a balance between fulfilling formal requirements and protecting the substantive rights of certified buyers in order to achieve legal certainty, justice, and fairness in land disputes.

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Acknowledgments

None.

Funding Information

None.

Statement of Conflict of Interest

The authors state that there is no conflict of interest regarding the publication of this article.

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