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Cancellation of Deed of Sale and Purchase of Land Rights Due to Unlawful Actions

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Abstract

The deed of sale and purchase agreement (APJB) is a preliminary agreement before the transfer of land rights in PPAT and is made based on Article 1320 of the Civil Code concerning the legal terms of the agreement and Article 1338 of the Civil Code concerning the principle of freedom of contract and the principle of good faith by not contrary to law, order and decency, but in certain conditions the sale and purchase binding agreement can be found to have been canceled by one of the parties to the court because of an unlawful act such as a civil case in East Jakarta District Court decision No. 267/Pdt.G/2019/PN Jkt.Tim. This study analyzes the basis for the judge's consideration in canceling the APJB land rights and the legal consequences of canceling the deed. This type of legal research is normative juridical, namely examining the literature on regulations and related to the object of the problem. The results of this study are the basis for the judge's consideration in canceling the APJB of land rights, namely the binding sale and purchase agreement between the seller (plaintiff) and the buyer (defendant) without or not based on an extraordinary power of attorney to sell or carry out binding sales and purchases so that the issuance of the deed is legally flawed. The legal consequences arising from the cancellation of the APJB land rights are null and void and do not have the force of law to bind the parties anymore.

***Keywords**: Sale and Purchase Binding Deed, Cancellation, Unlawful Act.*

Introduction

An agreement is a legal act that has legal consequences for the parties who make it. Based on Article 1313 of the Civil Code, an agreement is an act by which one or more persons bind themselves to one or more other persons. Agreements that are made legally apply as law to those who make them, as stipulated in Article 1338 paragraph (1) of the Civil Code concerning the principle of freedom of contract. The principle of freedom of contract means that everyone is free to enter into an agreement including determining the form and content of the agreement. However, the principle of freedom of contract is limited by Article 1320 of the Civil Code concerning the legal terms of the agreement which requires that for the validity of an agreement 4 (four) conditions are needed, namely the agreement of those who bind themselves; the ability to make an engagement; a certain thing; and a lawful cause. If the first and second conditions are not met, the agreement can be canceled. Meanwhile, if the third and fourth conditions are not met, then the agreement is null and void.

A sale and purchase agreement is an agreement that can give rise to an agreement, which is a legal relationship that gives rise to rights and obligations for sellers and buyers. Based on Article 1457 of the Civil Code, sale and purchase is defined as an agreement by which one party binds himself to deliver an object and the other party to pay the promised price.[1] According to Subekti, a sale and purchase agreement is a reciprocal agreement in which the seller promises to give up the title of an item and the buyer promises to give up a price consisting of a sum of money in return for acquiring the property.[2]

Sale and purchase agreements that are often carried out by the community are the sale and purchase of land rights. Land is one of the natural resources that can be utilized, used, controlled and/or owned by the

[1] Santoso, U, *Agrarian Law and Land Rights*. (Jakarta: Kencana, 2005), 153.
[2] Subekti, R, *Various Agreements,* (Bandung: PT. Citra Aditya Bakti, 1992), 25.

community. Land can be controlled by individuals either alone or together with other persons or legal entities by transferring land rights, as stipulated in Article 4 paragraph (1) of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (hereinafter referred to as UUPA). Transfer of rights is the acquisition of land rights in the form of transfer through inheritance and in the form of transfer through buying and selling, exchange, grants, income in company capital (*inbreng*), auctions.[3]

The transfer of land rights through the process of sale and purchase is stated in the deed made by the Land Deed Making Officer (hereinafter referred to as PPAT), as stipulated in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration (hereinafter referred to as PP No. 24 of 1997 concerning Land Registration) which states that: "transfer of land rights and property rights to apartment units through sale and purchase, exchange, grant, income in the company and other legal acts of transfer of rights, except transfer of rights through auction can only be registered if proven by a deed made by the authorized PPAT according to the provisions of the applicable laws and regulations." Based on Article 1 point (4) of the Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Law Number 37 of 1998 concerning the Regulation of the Position of Land Deed Making Officer (PPAT), a PPAT deed is a deed made by PPAT as evidence of the implementation of certain legal acts regarding land rights or property rights to flats.

The deed of PPAT which contains the sale and purchase of land rights is then registered with the office of the National Land Agency (BPN) so that legal certainty arises for holders of rights to a plot of land, apartment units and other rights so that they can easily prove themselves as the holder of the rights concerned, as Article 3 letter a PP No. 24 of 1997 concerning Land Registration. Furthermore, to provide legal certainty and protection to the rights holders concerned, a land title certificate is given. Therefore,

[3] Santoso, U., *Land Registration and Transfer*. (Jakarta: Prenada Media, 2010), 28.

ownership of land rights must be registered and proven by a land title certificate to ensure legal certainty to the rights holders listed therein.

In practice, before the transfer of land rights before the authorized PPAT, often the parties first carry out a legal action by entering into a binding agreement for sale and purchase of land rights before a Notary official or called a sale and purchase binding deed.

The sale and purchase binding deed is an authentic deed made by a Notary official containing a preliminary agreement of the main intention to transfer land rights in PPAT. According to R. Subekti, the sale and purchase binding is an agreement between the seller and the buyer before the sale and purchase is carried out because there are elements that must be met for the sale and purchase, including certificates that are still in process or have not yet paid off the price.[4]

Sale and purchase binding agreements are generally based on the legal conception and principles of agreements, so that sale and purchase binding agreements contain rights and obligations for the parties who make them. However, under certain conditions it can be found that various things can result in a binding sale and purchase agreement being requested for cancellation by one of the parties to the Court, one of which is due to unlawful acts. According to Rosa Agustina, in determining an act can be qualified as unlawful, 4 (four) conditions are needed, namely contrary to the legal obligations of the perpetrator, contrary to the subjective rights of others, contrary to decency, and contrary to propriety, thoroughness, and prudence.[5]

Cancellation is a declaration of the cancellation of a legal action or legal action on a claim from a party who by law is justified in demanding the cancellation, in this case demanding cancellation because one of the parties

[4] Subject, R., *Miscellaneous Agreements*. (Bandung: PT Citra Aditya Bakti, 1995), 75.

[5] Aries, A. (2013). Unlawful Acts in Civil Law and Criminal Law. *HukumOnline.com*. Retrieved December 20, 2020, *https://www.hukumonline.com/klinik/detail/ulasan/lt5142a15699512/perbuatan-melawan-hukum-dalam-hukum-perdata-dan-hukum-pidana/*.

to the agreement committed an illegal act such as a civil case in the East Jakarta District Court Decision Number 267 / Pdt.G /2019/PN. Jkt.Tim. Based on the background of the problem, the problem can be formulated, namely "how is the cancellation of the deed of binding sale and purchase of land rights due to an illegal act and what is the effect of the cancellation of the deed caused by an unlawful act?"

Method

This research on the cancellation of the Deed of Sale and Purchase of Land Rights uses legal research that is normative juridical. Normative research is research that examines the object of research based on the conception of laws, principles, and regulatory rules.[6] This research uses the method of statutory approach (*statue approach*) and concept approach (*conceptual approach*). This research material uses primary and secondary legal materials which will be analyzed using descriptive analysis of the object of research and conclusions will be drawn by deductive methods.

Result and Discussions

Cancellation of the Deed of Binding Sale and Purchase of Land Rights Due to Unlawful Acts

A sale and purchase binding agreement is a preliminary agreement made by the parties before a Notary before the sale and purchase deed before the PPAT. The sale and purchase[7] binding agreement is as an agreement that initiates and explains that the parties related to the bond carry out the main agreement, namely the sale and purchase agreement, and carry out a legal relationship between the parties, if the agreement that has

[6] Mukti Fajar and Yulianto Achmad, *Dualism of Normative &; Empirical Legal Research*, (Yogyakarta: Pustaka Siswa, 2013). 36.

[7] Andika A, D., "Juridical Analysis of the Storage of Land Rights Certificates by Notaries in the Binding Sale and Purchase Process (PJB) (Analysis of Decision Number 53/Pid.B/2017/PN.Bkt)," *Soumatera Law Review* 2, No. 1 (2019): 25.

been agreed in the sale and purchase agreement has been fully executed.[8] This sale and purchase agreement contains promises to sell and buy land if the conditions required for it have been met.[9] A covenant or agreement is not only about all things that have been clearly agreed, but also concerns matters which by the nature of the agreement itself can be demanded on the basis of custom, justice, and also on the basis of law.[10]

The sale and purchase binding agreement contains the rights and obligations of the parties and can provide legal protection and certainty because it is made in authentic form and has been made based on the legal terms of the agreement based on Article 1320 of the Civil Code. An authentic deed based on Article 1868 Burgerlijk Wetboek (hereinafter referred to as BW) is a deed in the form determined by law, drawn up by or in the presence of public officials in power for that purpose at the place where the deed was made.[11] A notarial deed hereinafter referred to as a deed is an authentic deed made by or before a notary according to the form and procedure stipulated in this law.[12]

However, under certain conditions it can be found that various things can occur that result in a sale and purchase binding agreement being canceled. One of the factors causing the cancellation of the deed of sale and purchase of land rights can occur because one party does not fulfill the main things agreed or also violates the subjective rights of the other party in the agreement, as in the civil case in the East Jakarta District Court decision Number 267 / Pdt.G/2019/PN. Jkt.Tim.

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[8] Nehemiah S, M., "Juridical Analysis of the Binding Agreement for Sale and Purchase (PPJB) of Apartment Units as Collateral in Investment Credit Agreements (Study at PT Bank National Nobu Tbk)," *Premise Law Journal*, (2016): 7.

[9] *Ibid,* p. 27.

[10] Luh Y.S.A., N., "Cancellation of Binding Agreement for Sale and Purchase of Land Title," *Journal Acta Comitas* 3, No. 2 (2018): 284.

[11] Andyna Susiawati Achmad and Astrid Athina Indradewi, "The Notary's Responsibility Regarding Deliberate Dishonesty Actions," *Journal of Private and Commercial Law*, (2022): 138.

[12] Rahadi Wasi Bintoro, *et.al*, "Oncological Study of The Classification of People in The Transfer of Land Rights in Realizing Legal Certainty," *Pandecta Research Law Journal*, 17 No. 1 (2022): 100.

Civil case in decision No. 267/Pdt.G/2019/PN. Jkt.Tim., starting from an Unlawful Action lawsuit from the successor heirs of N bin N (Plaintiffs) to HS (Defendant I) and SS (Defendant II) as Defendants, and Notary DA as Co-Defendants on June 26, 2019.

That in 1994, the Defendants purchased a plot of land Girik C No. 55 Persil 1a class S II covering an area of 66,750 m 2 in the name of N bin N, which was done with 7 (seven) groups of heirs of N bin N named 1) S bin K bint N, 2) P bint K bint N, 3) E bint K bint N, 4) M bin K bint N, 5) M bin K bin N, 6) S bin N bin N, 7) M bin H bin N, as Decree of the Karawang District Court No. 38 / Pdt.P / 1991 / PN.Krw dated July 22, 1991, with a sale and purchase value of Rp6,000,000,000.00 (six billion rupiah) which was then stated in the sale and purchase deed No. 48, No. 49, No. 50, No. 51, No. 52, No. 53, No. 54, No. 55, No. 56, No. 57, No. 58 and No. 59 dated May 28, 1999 made before Notary DA, each amounting to Rp50,000,000.00 (fifty million rupiah) and certificates have been taken care of by the Defendants based on Power of Attorney Deed No. 47 dated May 28, 1999 and 4 (four) Certificates of Property Rights (SHM) namely SHM No. 01211, No. 01212, No. 01213, and No. 01214/Ujung Menteng dated July 25, 2003. However, the purchase of land owned by the Plaintiffs has only been paid in the amount of Rp3,000,000,000.00 (three billion rupiah) and has not been paid directly or indirectly to the Plaintiffs.

Part of the land covering an area of 42,619 m^2 has had land acquisition for the east canal flood construction project (BKT) by the DKI Jakarta Provincial Government (Pemprov DKI Jakarta) and at that time the Defendants allegedly improperly controlled proof of ownership of the land by submitting proof of ownership belonging to the Plaintiffs to the DKI Jakarta Provincial Government. Even from the acquisition of the land, the Defendants received more *consignacies* than the Plaintiffs, even though the proof of ownership of Girik C No. 55 Persil 1a Class S.II as issued the Certificate of Title was listed in the name of the Heirs of N bin N cq the Plaintiffs.

The actions of the Defendants should be declared unlawful because they have taken advantage of the Plaintiffs for the acquisition of the disputed land. Although on the case of compensation there has been a peace agreement between the parties before John N Palinggi M.M., MBA dated January 18, 2012 and has been declared revoked. However, the Defendants as buyers have not/have never made proper and reasonable repayment of the remaining payments to the Plaintiffs. Therefore, in order to avoid more losses, the Plaintiffs demanded the cancellation of the sale and purchase binding deed that had been made before the DA Notary to the Court.

Based on the content of the *a quo* decision, the East Jakarta District Court Judges granted the Plaintiffs' claim by stating that the Defendants had committed unlawful acts, stating that the sale and purchase binding deeds No. 48 to No. 59 dated May 28, 1999 made before the DA Notary were invalid and null and void, and declared the Defendants to have taken advantage of the Plaintiffs improperly and unlawfully because received more compensation payments for land acquisition due to the construction of the East Canal Flood Project (BKT) by the DKI Jakarta Provincial Government.

Judge's consideration (*ratio decidendi*) is the reason used by the Judge as a legal consideration that becomes the basis before deciding a case. Based on Article 1868 of the Civil Code and / or Article 164 HIR that evidence that can be used as a basis for consideration in deciding cases consists of written evidence, evidence with witnesses, allegations, confessions, and oaths.

The judge's consideration in deciding the case of unlawful acts in the form of alleged profiteering between the heirs of N bin N (the Plaintiffs) with HS (Defendant I) and SS (Defendant II) against the compensation money for the acquisition of Girik C Persil 1a Class SII land covering an area of 42,619 m^2 by the DKI Jakarta Provincial Government for the East Canal Flood (BKT) project on *a quo* decision is based on written evidence, that is:

1. Inspection of Jakarta Regional Development Contributions in the form of a Certificate No: Ris, 0789 / WPJ / 10 / K.I.1204.85 dated February 24, 1985 concerning the recording of taxpayers verified results from West Java (Bekasi) to the DKI Jakarta area (P-17);
2. Decree of Padjak Hasil Bumi No. 55 Class II S a.n N bin N (P-18);
3. Letter from the Ministry of Finance of the Republic of Indonesia Director General of Taxes Regional Office VII West Java Bekasi Land and Building Tax Service Office with Number: S-2017 / WPJ.07 / KB 0801 / 1993 dated March 22, 1993 regarding Please Explain C. No.55 Persil 1a S II covering an area of 6,575 Ha a.n N bin N (P-21);
4. Letter of the Office of the United Nations Tax Service Bekasi Region VII West Java No: Ket-5006 / WPJ.07 / KB.08 / 1993 dated July 5, 1993 regarding Information Book C (P-22);
5. Cakung Sub-District Letter of Ujung Menteng Village with Number: 83/1.712.00. dated June 14, 1994 regarding Please Explain C. No. 55 Persil 1a S II covering an area of 6,575 Ha a.n N bin N (P-23);
6. Power of Attorney Deed No.47 dated May 28, 1999 drawn up before the DA Notary in North Jakarta from the heirs to Defendants 1 and 2 (P-25);
7. Certificate of Property Rights No. 01211, No. 01212, No. 01213, and No. 01214/Ujung Menteng on behalf of 1) HMS bin N, 2) P bint N, 3) E biti N, 4) M bin N, 5) M bin K, 6) M bin H, 7) A bin S dated July 25, 2003 (P-74, P-75, P-76, P-77);
8. East Jakarta National Land Agency Letter No.803.7.31.75/VII/2014 dated July 15, 2014 regarding Please Explain SHM No.01211, No.01212, No.01213, and No.01214/Ujung Menteng (P-48);
9. Peace Agreement with Mediator John N Palinggi MM MBA dated January 18, 2012 (P-46);

10. Tax Return Payable Land and Building Tax from 1991-1993.n H.Sidik cs, while from 1994 to 2013 a.n N bin N (P-80/TI-II-35 to TI-II-54);
11. Letter from the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency of East Jakarta regarding SHM Block Notification No. 01211 and No. 01213/Ujung Menteng dated January 22, 2019 (P-81).

Based on the provisions of Article 1365 of the Civil Code which reads that: "every act that is unlawful and brings harm to others, obliges the person who caused the loss because of his fault to compensate for the loss" it can be interpreted that a lawsuit against the law filed by the plaintiff as the aggrieved party must be able to prove all the elements of the unlawful act in addition to proving the existence of a mistake committed by the party who Harm. So that with a lawsuit filed by the opposing party because he did not fulfill the performance of the agreement, then he can enter the defense that the agreement does not meet the subjective conditions that allow for the cancellation of the agreement.[13] Therefore, based on Article 50 paragraph (1) of Law of the Republic of Indonesia Number 48 of 2009 concerning Judicial Power, Judges must have clear reasons and basis, and contain articles in laws and regulations that are used as the basis for deciding cases. The judge cannot pass a judgment before it is evident to him that the event/fact actually occurred, that is, proved to be true, so that there appears to be a legal relationship between the parties.[14]

The panel of judges in canceling the sale and purchase binding deed in *a quo* case was based on the consideration that written evidence in the form of Sale and Purchase Binding Deed No. 48 made between the heirs of N bin N and SS (Defendant II) and Sale and Purchase Binding Deed No. 49 to No. 59 dated May 28, 1999 made between the heirs of N bin N and HS

[13] Subekti, R., *Loc. cit,* (1992): 297.

[14] Arto, M., *Civil Case Practice in Religious Courts*. Cet.V, (Yogyakarta: Pustaka Siswa, 2004), 140.

(Defendant I) before Notary DA vide evidence P-26, P-27, P-28, P-29, P-30, P-31, P-32, P-33, P-34, P-35, P-36, P-37/TI-II-4, TI-II-5, TI-II-6, TI-II-7, TI-II-8, TI-II-9, TI-II-10, TI-II-11, TI-II-12, TI-II-13, TI-II-14, TI-II-15.

The Judges held that the above deeds of sale and purchase binding were all found to have no special power of attorney from the heirs of N bin N (Plaintiffs) to HS (Defendant I) and SS (Defendant II) to sell or execute the Sale and Purchase Binding before Notary DA. Therefore, the Defendants have made the sale and purchase binding without or not based on a special power of attorney from their legal owner so that the issuance or making of the Sale and Purchase Binding Deeds No. 48 to No. 59 dated May 28, 1999 mentioned above is incorrect or legally defective.

The panel of judges argued that Article 2 of the Sale and Purchase Binding Deed No. 48 to No. 59 dated May 28, 1999 had written that: "*the seller/purchase price of the land to be carried out, by both parties is fixed now for a later date in time in the amount of Rp..... etc. (*each Rp.50,000,000.00 (fifty million rupiah))". In addition, it is no longer necessary to read Article 6 which states that: *"the first party hereby authorizes the second party and either jointly or alone, for and on behalf of the first party to carry out the sale of the land to the second party itself or to another party appointed by the second party"* because if it is true that the Defendants as buyers want to buy the land object of dispute *a quo*, then 7 (seven) groups based on Karawang District Court Decree No. 38/Pdt.P/1991/PN.Krw dated July 22, 1991 on behalf of 1) HMS bin N, 2) P bint N, 3) E bint N, 4) M bin N, 5) M bin K, 6) M bin H, 7) A bin S, can directly make a sale and purchase deed without binding the sale and purchase and waiting for the completion of the Certificate of Property Rights (SHM), due to the completion of the Certificate of Title (SHM) can be handed over at a later date after the sale and purchase is legally paid and in cash.

According to Adrian Sutedi, the definition of land according to customary law is an act of transfer of rights that is cash, real, and light,[15] namely:

1. Cash, means the delivery of rights and payment of the price is made at the same time when the sale and purchase is agreed.
2. Real, meaning that the delivery of the agreed goods is an absolute condition that is fulfilled for the existence of an agreement. That is, by saying words verbally there has not been buying and selling so that there needs to be a real or real surrender.
3. Obviously, it means that the land sale and purchase agreement is carried out clearly before the authorized general official so that legal certainty arises for the parties that the sale and purchase of land does not violate applicable law.

Based on the provisions of Article 1320 of the Civil Code, it requires that for the validity of an agreement, 4 (four) conditions are needed, including:

1. Agree those who bind themselves.

   The agreement that is meant is the existence of an agreement between the parties to the agreement.[16]
2. The ability to make an engagement;

   The element of ability to make an engagement relates to whether or not a person can carry out the agreement. The ability to do law is the general authority to carry out legal actions that apply to humans as legal subjects.[17]
3. A certain thing;

[15] Larasati, A., "Transfer of Land Rights with Sale and Purchase Agreement According to Indonesian Land Law," *Zaaken Journal of Civil and Business Law 1* No. 1 (2020): 130.

[16] Suryono, L. J., "The Position and Application of Standard Clauses in Work Agreements in Indonesia," *Journal of Legal Media* 18 No. 1 (2011): 44.

[17] Yonani, "Proving the Elements of Competence and Authority of the Parties in E-Commerce Transactions," *Justici Journal*, 12 No. 1 (2020): 6.

Certain things are the main things agreed by the parties to an agreement. Article 1332 of the Civil Code states that: "only tradable goods can be the subject of an agreement". Furthermore, Article 1333 paragraph (1) of the Civil Code states that: "an agreement must have as a subject matter goods of least specified kind.

4. A lawful cause.

   The fourth condition regarding a lawful cause, this is also a condition regarding the content of the agreement.[18] A lawful cause means that the causes of the agreement must not contradict things prohibited by law, decency, and public order, as stipulated in Article 1337 of the Civil Code.

The element of agreement of the parties and the element of ability to make an engagement are subjective conditions of the agreement because these conditions must be fulfilled by the legal subject of the agreement. If these conditions are not met, the agreement may be canceled. While the objective element includes the existence of the subject matter which is the object agreed upon and the causa of the object in the form of an achievement agreed to be carried out must be something that is not prohibited or allowed according to law.[19] Objective terms mean that the terms of the agreement are intended against the object of the agreement that must be fulfilled by the subject of law. If these conditions are not met, the agreement is null and void.

The provisions of Article 1320 of the Civil Code regarding the legal terms of the agreement are also attached to the principles of the agreement as the basis for the enforceability of the agreement, namely the principle of consensualism, the principle of *pacta sunt servanda* and the principle of good faith. Therefore, an agreement is based on the agreement of the parties and must be executed in good faith, which means that the parties are valid

[18] Miru, A., &; Pati, S., *Law of Engagement: Explanation of the Meaning of Articles 1233 to 1456 BW*. (Jakarta: Rajawali Pers, 2016), 69.

[19] Muljadi, K., &; Widjaja, G. (2010: 94) in Mustopo, S, O., &; Harun, M, N., *Introduction to Civil Law*. (Malang: Setara Press, 2017), 108.

and fully bound by the rights and obligations of an agreement and that the agreement is not only binding for the matters expressly stated therein, but also for everything that by the nature of the agreement is required by propriety, custom, or statute and not contrary to law, decency, or public order.

Based on the results of the analysis of *the a quo decision* if it is related to Article 1320 of the Civil Code, it will be described as follows:

1. The element of agreement of those who bind themselves

   The element of agreement of those who bind themselves is a subjective condition in the agreement which can be marked by a written agreement regarding the sale and purchase of land rights as stated in the sale and purchase binding deed. In *the a quo* decision, the Plaintiffs are the successor heirs of B bin N, the heir and owner of the land object covering an area of 66,750 m 2 based on proof of ownership of Girik C No.55 Persil 1a Class S II as issued Title Certificates No.01211, No.01212, No.01213, and No.01214/Ujung Menteng on behalf of 1) HMS bin N, 2) P bint N, 3) E bint N, 4) M bin N, 5) M bin K, 6) M bin H, 7) A bin S, all dated July 25, 2003. Subsequently, HS (Defendant I) and SS (Defendant II) purchased the disputed land to the Plaintiffs and stated in the Sale and Purchase Binding Deed No. 48 to No. 59, all of which are dated May 28, 1999 made before the DA Notary.

2. Elements of ability to make an engagement

   The element of ability to make an engagement is a subjective condition in agreements. Article 1329 Juncto Article 1330 of the Civil Code requires that everyone is competent to make engagements, except minors, those placed under guardianship, and women prescribed by law.

   Deed of sale and purchase no. 48 to no. 59 dated May 28, 1999 drawn up by the heirs of N bin N with HS (Defendant I) and SS (Defendant II) made before Notary DA on *a quo* judgment, born

because the parties have been able to enter into an agreement. However, the parties must not only be competent to make an agreement, but must also have the authority to act. In the *a quo* decision, the Panel of Judges stated that the sale and purchase binding deeds No. 48 to No. 59 dated May 28, 1999 did not find any special power of attorney from the heirs of N bin N (Plaintiffs) to HS (Defendant I) and SS (Defendant II) to sell or make sale and purchase binding before the DA Notary. Therefore, the action of the Defendants is incorrect because they do not have the authority to act through a special power of attorney to sell from the Power of Attorney (the Plaintiffs) to someone who receives it (the Defendants) for and on his behalf (the Plaintiffs) to carry out the interest of selling the rights to the land owned by the Plaintiffs.

Pursuant to Article 1792 Jo Article 1795 of the Civil Code, a special power of attorney is an agreement by which a person grants power to another person, who receives it, to and on his behalf conduct a business concerning a particular or more interest. The provision means that a person who receives a power of attorney is a representative of the authorizer to act to conduct a certain business as long as the act of power of attorney by the assignee does not exceed the limit of the authority delegated to him.

The element of ability to act is a condition that must be met by the subject of treaty law. If one of the parties to the agreement does not fulfill the main things agreed, exceeds the limit of authority in performing the agreement, or violates a right of another legal subject, the sale and purchase binding agreement can be canceled on the grounds that it does not meet the subjective conditions of the agreement.

3. Elements of a particular thing

The element of a particular thing is an objective condition of the agreement. A certain thing can mean as an object or subject matter

agreed by the parties. Based on Article 1332 of the Civil Code states that the subject matter of an agreement is only for goods that can be traded. Furthermore, Article 1333 of the Civil Code states that an agreement must have the principal of an item of at least a specified type.

The object of the sale and purchase binding agreement *in the case of a quo* is the land of Girik C No. 55 Persil 1a Class S II covering an area of 66,750 m² located in Kelurahan Ujung Menteng, Cakung District, East Jakarta Municipality (aka Jalan Raya Bekasi Km. 26, Kota Administrasi Jakarta Timur) as managed and issued a Certificate of Ownership (SHM) by the Office of the National Land Agency belonging to the Plaintiffs, namely SHM No. 01211, No. 01212, No. 01213, and No. 01214/Ujung Menteng dated July 25, 2003 on behalf of 1) HMS bin N, 2) P bint N, 3) E bint N, 4) M bin N, 5) M bin K, 6) M bin H, 7) A bin S, whose sale and purchase price in 1994 between the Plaintiffs and the Defendants amounted to Rp6,000,000,000, 00 (six billion rupiah). However, based on Posita number 15 page 19, the new payment was paid ±Rp3,000,000,000.00 (three billion rupiah) and has not been paid directly or indirectly to the heirs of N bin N cq the Plaintiffs until this lawsuit is filed.

4. The element of a lawful cause

The lawful element of cause is an objective condition of the agreement. According to Article 1337 of the Civil Code, a cause is prohibited, if prohibited by law, decency, or public order. In addition, an agreement without cause and made for false or forbidden causes has no force, as stipulated in Article 1335 of the Civil Code. Therefore, the causes of a treaty or an act of legal subjects must not contradict those prohibited by law, decency, and public order, decency, or custom.

> Based on the a *quo decision, the* Defendants are the purchasers of the rights to the land of Girik C No.55 Persil 1a Class S II covering an area of 66,750^{m2} as issued Certificate of Ownership (SHM) No. 01211 to No. 01214 / Ujung Menteng dated July 25, 2003, of which part of the land covers an area of 42,619^{m2} land acquisition had been carried out by the DKI Jakarta Provincial Government for the East Canal Flood project and at that time the Defendants improperly submitted proof of ownership of the land rights to the DKI Jakarta Provincial Government, which based on vide Exhibit P-46 in the form of a Peace Agreement dated January 18, 2012 (which has been declared revoked), Defendant I received Rp23,600,000,000.00 (twenty-three billion six hundred million rupiah), Defendant II received Rp6,000,000,000.00 (six billion rupiah), while the Plaintiffs received Rp5,062,950,400.00 (five billion sixty-two million nine hundred fifty thousand four hundred rupiah) even though the Certificate of Property dated July 25, 2003 was still in the name of the heirs of N bin N.

The sale and purchase binding agreement has the force of law that is binding as a law for the parties. In addition, the sale and purchase binding agreement must be carried out in good faith, as Article 1338 paragraph (3) of the Civil Code states that: "an agreement must be executed in good faith". This article means that the agreement that has been agreed by the parties must be executed in accordance with propriety and justice.[20] Subekti suggests that there are two types of good faith principles, namely subjective good faith and objective good faith.[21]Subjective good faith means good faith at the time of entering into an agreement and objective good faith means at the time of executing the agreement.

[20] Innaka, A. *et al*. "Application of the Precontractual Stage Good Faith Principle to Housing Sale and Purchase Agreements," *Journal of Legal Pulpit* 24, No. 3 (2012): 505.

[21] Subject, R., *Law of Treaties*. (Jakarta: PT Intermasa, 2009), 7.

Based on the a *quo decision, the* Plaintiff as the seller and the Defendant as the buyer have agreed to enter into a binding agreement for the sale and purchase of land rights to Girik C No. 55 Persil 1a Class S II covering an area of 66,750 m², meaning that the parties can be said to have good faith to enter into a sale and purchase binding agreement. However, at the time of the execution of the agreement, the Defendants as buyers did not have good intentions to pay off the sale and purchase price of the land rights amounting to Rp3,000,000,000.00 (three billion rupiah). In fact, at the time of land acquisition against *the object of dispute a quo vide Exhibit P-46 of the Peace Agreement with Mediator John Palinggi MM MBA dated January 18, 2012 (which has been declared revoked), Defendants I and Defendant II received more compensation money than the Plaintiffs as heirs and legal owners of the land object of dispute* a quo . Thus, despite the Peace Agreement, the Defendants have not/have not paid the remaining payment of the sale and purchase price of the land rights to the heirs of N bin N cq the Plaintiffs.

According to Notary Ratna Arini Dewi, S.H., M.Kn., argues that in making a sale and purchase binding [22] deed in addition to having to comply with Article 1320 of the Civil Code regarding the legal terms of the agreement, there are other things that must be considered by the parties, namely the sale and purchase binding agreement is divided into 2 (two) types, namely the sale and purchase binding in full and not yet paid off. The process of binding the sale and purchase in full or not having obstacles related to the terms of sale and purchase should be able to immediately make a sale and purchase deed to the National Land Agency (BPN) followed by a power of attorney to sell to provide assurance to the buyer that the certificate is in process, for example changing names or checking tax validation. Meanwhile, the process of the sale and purchase binding agreement has not been paid off is a sale and purchase that has not fulfilled

[22] Resource person Ratna Arini Dewi, S.H., M.Kn., as Notary/PPAT in Gamping, Sleman, Direct Interview on February 20, 2021 at 11.30 WIB.

the conditions of the sale and purchase, for example the buyer's financial condition has not been able to pay off the sale and purchase, there is a descendation of inheritance from the seller, or the certificate is still in the process of being solved.

Notary Ratna Arini Dewi, S.H., M.Kn.[23], another opinion that must be considered in the power of attorney to sell is that the seller and buyer are authorized to enter into an agreement, made simultaneously with the binding of sale and purchase in full, in the form of an authentic deed, and the authorizer gives special power to sell the object of the land.

The provisions of Article 1365 of the Civil Code provide an understanding of unlawful acts, namely: "every act that is unlawful and brings harm to others, requires the person who caused the loss because of his fault to compensate for the loss". To be unlawful is to be contrary to the law or not in accordance with a prohibition or legal necessity or to attack an interest protected by law.[24] Based on Article 1366 of the Civil Code which states that: "Everyone is responsible not only for losses caused by his actions, but also for losses caused by his negligence or carelessness". The provisions mentioned above regulate the liability of indemnifying against unlawful acts and acts resulting from errors or omissions.

According to Abdulkadir Muhammad mentioned that the elements of unlawful acts are seen from 4 (four) elements, including:

a. The existence of unlawful acts (*onrechtmatige daad*);

   Unlawful acts are not only contrary to the law, but also do or not do anything that violates the rights of others contrary to decency and the nature of prudence, decency and decency in public traffic.[25]An act is said to be against the law, that is, the act must

[23] *Ibid*

[24] Purba, M., &; Purba, N., "Unlawful Acts (*Wederrechtelijk*) in the Perspective of Criminal Law and Unlawful Acts (*Onrechtmatige Daad*) in the Perspective of Civil Law," *Journal of Kultura* 14, No. 1 (2013): 3.

[25] Dameria, R. *et al*., "Unlawful Acts in Medical Actions and Their Resolution in the Supreme Court (Case Study of Supreme Court Decision Number 352/Pk/Pdt/2010)," *Diponegoro Law Journal* 6 No. 1 (2017): 2.

violate the subjective rights of others or contradict the legal obligations of the maker himself which has been stipulated in the law or in other words against the law is interpreted as against the law.[26]

b. The presence of errors;

The element of error can be measured subjectively or objectively. Subjectively it can be seen based on whether he suspects or knows the consequences of his actions. While objectively it can be seen based on circumstances that can cause consequences and possibly prevent humans from doing or not doing.

c. There are losses caused;

Losses caused by unlawful acts can be in the form of material losses and immaterial losses.[27] Material losses are real losses suffered must be material such as damage to the house, loss of profits that should be obtained, and others. While immaterial losses are losses obtained not material, but moral such as tarnishing good names, loss of pleasure in life, or loss of trust from others.

d. There is a causal relationship between actions and losses

A causal relationship is a causal relationship between unlawful acts and losses.[28] To interpret the causal relationship between unlawful acts and losses, there are 2 (two) theories, namely:

1) Conditio sine qua non *theory*, meaning that a thing is the cause of an effect and an effect will not occur if there is no cause.
2) The theory *of adequate veroorzaking*, meaning that the loss maker is only responsible for the losses that should be expected for all the consequences of his actions.

[26] *Ibid,* p. 5.

[27] Syahrani, R., *Subtleties and Principles of Civil Law*. (Bandung: PT Alumni, 2013), 266.

[28] Simanjuntak, P. N. H., *Indonesian Civil Law*. (Jakarta: Prenada Media, 2018), 305.

Based on the results of research analysis of *the a quo* decision, a person can be said to have committed an unlawful act then must meet the requirements or elements of an unlawful act in the provisions of Article 1365 of the Civil Code which will be described as follows:

1. Elements of unlawful acts (*onrechtmatige daad*)

   Unlawful acts are not only contrary to the law, but also violate the subjective rights of others. In the a *quo decision, the* Defendants were proven to have committed an unlawful act, namely taking advantage of the compensation for the acquisition of Girik C Persil 1a Class S II land covering an area of 42,619 m^2 by the DKI Jakarta Provincial Government for the East Canal Flood (BKT) project as evidenced by the existence of vide Exhibit P-46 in the form of a Peace Agreement with Mediator John N Palinggi MM MBA dated January 18, 2018 (which has been declared revoked) in which the value of compensation to Defendant I received Rp.23,600,000,000.00 (twenty-three billion six hundred million rupiah), Defendant II received Rp6,000,000,000.00 (six billion rupiah), while Plaintiffs received Rp5,062,950,400.00 (five billion sixty-two million nine hundred fifty thousand four hundred rupiah). In fact, based on the evidence of Girik C No. 55 Persil Class S II / Ujung Menteng, which has been issued Certificates of Property Rights No. 01211, No. 01212, No. 01213, and No. 01214 dated July 25, 2003 still in the names of 1) HMS bin N, 2) P bint N, 3) E bint N, 4) M bin N, 5) M bin K, 6) M bin H, 7) A bin S Asin bin Sohadi.

2. Element of error

   The element of error can be measured objectively or subjectively.[29] Objective error is that one can predict the possibility

[29] Budiono, E. (2019). "Meaning of Indemnity in the Benchmark of Unlawful Acts". *Eko Budiyono Lawyer*. Retrieved Wednesday 7 March 2021, *https://ekobudiono.lawyer/2019/08/19/pemaknaan-ganti-kerugian-dalam-tolok-ukur-perbuatan-melawan-hukum/*.

of harm arising from doing or not doing from a situation. While subjective error is a person can guess the consequences of his actions.

The element of guilt of the party who committed the unlawful act in the *a quo* judgment lies in the act committed by HS (Defendant I) and SS (Defendant II), in which the sale and purchase binding deed No. 48 to No. 59 dated May 28, 1999 made before the DA Notary did not find a special power of attorney from the heirs of N bin N (Plaintiffs) to the Defendants to make/execute a sale and purchase binding deed before the DA Notary.

Based on Article 1792 of the Civil Code, the grant of power is an agreement in which a power of attorney authorizes the assignee to act to carry out a matter. On the other hand, the agreement must meet the conditions as Article 1320 of the Civil Code regarding the conditions for the validity of the agreement in the form of elements of agreement between the parties and the ability to act or act legally. These elements are subjective conditions of the agreement because they must be fulfilled by the legal subject of the agreement.

The element of agreement of the parties in the agreement is the most basic (*essential*) principle that the parties agree on the main things agreed. Meanwhile, the element of legal capacity is the general authority to take legal action applicable to the subject of law, which in *a quo* case, the action of the Defendants to do / make the deed of sale and purchase binding mentioned above has exceeded the authority by overriding the rights of the Plaintiffs as the legal owner of the land object of dispute. Thus, if the legal subject of the agreement cannot fulfill the subjective conditions of the agreement, the subject matters agreed, or violates a right of another legal subject, then based on Article 1320 of the Civil Code the agreement can be canceled.

3. Elements of losses caused

Article 1239 of the Civil Code states that: "every engagement to do something or not to do something, if the debtor does not fulfill his obligations, gets his settlement in the obligation to provide reimbursement of costs, losses, and interest". Furthermore, Article 1247 of the Civil Code states that: "the debtor is only obliged to reimburse costs, damages, and interest that he has been, or should have foreseeable when the engagement was born, unless the non-fulfillment of the engagement was due to some deceit committed by him".

Based on Article 1247 of the Civil Code mentioned above, losses can be interpreted as 2 (two) things, namely real losses (material losses) or losses caused by deceit (immaterial losses). Losses in torts can be in the form of loss of wealth or losses of an idyllic or moral nature.[30] Loss of wealth generally includes losses suffered by sufferers and profits expected to receive. While moral losses include losses due to fear, shock, pain and loss of pleasure in life.[31]

The element of loss caused by unlawful acts committed by the Defendants is in the form of material loss, namely real loss suffered which includes loss of wealth. Based on the *a quo* decision, the argument of the Claimants in Posita number 4 states that the sale and purchase price at that time was Rp6,000,000,000.00 (six billion rupiah) but the sale and purchase price has never been repaid by the Defendants to the heirs of N bin N either directly or indirectly and was only paid ±Rp3,000,000,000 (three billion rupiah). In fact, vide Exhibit P-46 in the form of a Peace Agreement with Mediator John N Palinggi MM MBA dated January 18, 2012 (which has been declared revoked) in which the value of compensation to Defendant I received Rp23,600,000,000.00 (twenty-three billion six hundred

[30] Slamet, R. S., "Claims for Indemnity in Tort: A Comparison with Default," *Journal Lex Jurnalica* 10 No. 2 (2013): 117.

[31] *Ibid.*

million rupiah), Defendant II received Rp6,000,000,000.00 (six billion rupiah), while the Plaintiffs received Rp5,062,950,400.00 (five billion sixty-two million nine hundred fifty thousand four hundred rupiah), even though the Defendants as the buyer have not / have never paid payment for the sale and purchase.

4. The element of a causal relationship between the action and the harm caused

   Based on the theory *of conditio sine qua non* which means that a thing is the cause of an effect and an effect will not occur if there is no cause. Based on the *a quo decision, the* Defendants are the purchasers of the rights to the land of Girik C Persil 1a Class S II covering an area of 42,619 m² amounting to Rp6,000,000,000.00 (six billion rupiah) which has only been paid in the amount of ±Rp3,000,000,000 (three billion rupiah) to the Plaintiffs. Then the sale and purchase in 1994 was stated in the Sale and Purchase Binding Deed No. 48 to No. 59 dated May 28, 1999 and had issued Certificates of Property Rights (SHM) No. 01211, No. 01212, No. 01213, and No. 01214 / Ujung Menteng dated July 25, 2003. The disputed land had been acquired by the DKI Jakarta Provincial Government for the East Canal Flood (BKT) project and at that time the Defendants improperly submitted proof of ownership of Girik C Persil 1a Class SII to the DKI Jakarta Provincial Government. Based on vide Exhibit P-46 in the form of a Peace Agreement dated January 18, 2012 (which has been declared revoked), Defendant I received Rp23,600,000,000.00 (twenty-three billion six hundred million rupiah), Defendant II received Rp6,000,000,000.00 (six billion rupiah), while the Plaintiffs received Rp5,062,950,400.00 (five billion sixty-two million nine hundred fifty thousand four hundred rupiah). Thus, the Plaintiffs claim that the Defendants have taken improper and unlawful advantage of the Plaintiffs by receiving more compensation than the Plaintiffs for the acquisition of the land.

Due to the cancellation of the deed of binding sale and purchase of land rights due to unlawful acts

The legal consequences arising if a person commits an unlawful act are liable for losses caused by his actions, negligence or carelessness, as stipulated in Article 1366 of the Civil Code, specifying that: "everyone is responsible not only for losses caused by his actions, but also for losses caused by negligence or carelessness". This is in line with the opinion of Notary Ratna Arini Dewi S.H., M.Kn., who said that if one of the parties to the sale and purchase binding agreement commits an unlawful act, the aggrieved party has the right to be able to request the cancellation of a deed to the court if the case cannot be resolved between the parties and the adverse party must be responsible for actions that can cause losses.

The legal effect arising from the decision No. 267/Pdt.G/2019/PN Jkt.Tim is to declare the sale and purchase binding deeds No. 48 to No. 59 dated May 28, 1999 made between the Plaintiffs and the Defendants over part of the land of Girik C No. 55 Persil 1a Class S II, Kwista Block, covering an area of 6,675 Ha, located on Jalan Raya Bekasi, Ex. Ujung Menteng, before Notary DA as a Defendant became invalid and null and void.

Null and void means that the nullity of an agreement occurs under the law so that the agreement that has been made by the parties is considered to have never occurred in the first place. Based on Article 1320 of the Civil Code, an agreement can be said to be null and void if it does not meet the objective requirements of the agreement in the form of elements of a certain thing and elements of a lawful cause. In addition, a treaty has an element of prohibited cause when an act of legal subject violates law, decency and public order, decency, or custom.

The object of the agreement in the *case a quo* is in the form of land Girik C No. 55 Persil 1a Class S II covering an area of 66,750 m^2 as issued Certificate of Property Rights No. 01211 to No. 01214 dated July 25, 2003. In addition, the Defendants are the purchasers of the rights to the land of Girik C Persil 1a Class SII in the amount of Rp6,000,000,000.00 (six billion

rupiah) which has only been paid in the amount of ±Rp3,000,000,000 (three billion rupiah) to the Plaintiffs, but the land object of dispute has been carried out land acquisition by the DKI Jakarta Provincial Government for the East Canal Flood (BKT) project and at that time the Defendants improperly submitted proof of ownership of Girik C Persil 1a Class S II to DKI Jakarta Provincial Government. Based on vide Exhibit P-46 in the form of a Peace Agreement dated January 18, 2012 (which has been declared revoked), Defendant I received Rp23,600,000,000.00 (twenty-three billion six hundred million rupiah), Defendant II received Rp.6,000,000,000.00 (six billion rupiah), while the Plaintiffs received Rp5,062,950,400.00 (five billion sixty-two million nine hundred fifty thousand four hundred rupiah). Therefore, the Defendants are alleged to have taken advantage of the Plaintiffs improperly and unlawfully by receiving more compensation payments than the Plaintiffs for the acquisition of the land.

The panel of judges considered that the Plaintiffs could prove that the Defendants had never had the object of dispute *a quo, as evidence in the form of a* Jakarta Regional Development Fee Inspection Letter in the form of a Certificate No: Ris, 0789/WPJ/10/K.I.1204.85 dated February 24, 1985 concerning the registration of taxpayers verified from West Java (Bekasi) to the DKI Jakarta area (P-17); Decree of Padjak Hasil Bumi No.55 Class II S a.n N bin N (P-18); Letter from the Ministry of Finance of the Republic of Indonesia Director General of Taxes Regional Office VII West Java Bekasi Land and Building Tax Service Office with Number: S-2017 / WPJ.07 / KB 0801 / 1993 dated March 22, 1993 regarding Please Explain C. No.55 Persil 1a S II covering an area of 6,575 Ha a.n N bin N; Exhibit P-22 namely Letter of the UN Tax Service Office Bekasi Region VII West Java No: Ket-5006 / WPJ.07 / KB.08 / 1993 dated July 5, 1993 regarding Statement Book C (P-21); Cakung Sub-District Letter of Ujung Menteng Village with Number: 83/1.712.00. dated June 14, 1994 regarding Please Explain C. No. 55 Persil 1a S II covering an area of 6,575 Ha a.n N bin N (P-23); Power of Attorney Deed No. 47 dated May 28, 1999 drawn up before the DA Notary in North

Jakarta from the heirs to defendants 1 and 2 (P-25); Certificate of Property Rights No. 01211, No. 01212, No. 01213, and No. 01214/Ujung Menteng on behalf of 1) HMS bin N, 2) P bint N, 3) E bint N, 4) M bin N, 5) M bin K, 6) M bin H, 7) A bin S dated July 25, 2003 (P-74, P-75, P-76, P-77); East Jakarta National Land Agency Letter No.803.7.31.75/VII/2014 dated July 15, 2014 regarding Please Explain SHM No. 01211, No. 01212, No. 01213, and No. 01214/Ujung Menteng (P-48); Peace Agreement with Mediator John N Palinggi MM MBA dated January 18, 2012 (P-46); Letter from the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency of East Jakarta regarding SHM Block Notification No. 01211 and No. 01213/Ujung Menteng dated January 22, 2019 (P-81).

The Plaintiffs as aggrieved parties can prove the elements of unlawful acts committed by the Defendants so that the ownership status of land rights to Girik C No. 55 Persil 1a Class S II as has been issued Title Certificates No.01211, No.01212, No.01213, and No. 01214 all dated July 25, 2003 remain the property of the Heirs of N bin N and the sale and purchase binding deeds No.48 to No.59 dated May 28, 1999 which have been made before The DA notary has no binding force on the parties anymore.

Based on Posita number 15 of the *a quo* judgment, the Plaintiffs postulate that the actions of the Defendants who have not paid off the sale and purchase payment of the land amounting to ±Rp3,000,000,000,000 (three billion rupiah) to the heirs of N bin N as the Plaintiffs as a form of avoiding further losses so that the Plaintiffs choose to sue / sue for cancellation of the Sale and Purchase Binding Deeds No. 48 to No. 59 dated May 28, 1999 made before the Notary DA to the Court. However, the Panel of Judges considered that in the evidence submitted by the Plaintiffs and the Defendants, there was no valid proof letter in the form of a stamped receipt proving the payment of the price of ±Rp3,000,000,000 (three billion rupiah) so that the Defendants were not obliged to pay the remaining money for the purchase of the disputed land in the amount of ±Rp3,000,000,000 (three billion rupiah).

Based on Article 181 paragraph (1*) Herzien Inlandsch Reglement* (HIR) which states that the Judge charges the costs of the case to the losing party.[32] Based *on the a quo decision, the Plaintiffs can prove that they are the rightful owners of land rights to the land of Girik C No. 55 Persil 1a Class SII/Ujung Menteng based on authentic written evidence, then Defendant I and Defendant II as defeated parties are obliged to pay the costs of the case jointly as a result of the contents of the court decision* a quo.

Conclusion

The cancellation of sale and purchase binding deeds No. 48 to No. 59 dated May 28, 1999 by the Court Judge in East Jakarta District Court Decision No. 267 /Pdt.G/2019/PN Jkt.Tim is based on evidence and facts arising at the trial, namely Sale and Purchase Binding Deed No. 48 dated May 28, 1999 made between the heirs of N bin N and SS (Defendant II) and Sale and Purchase Binding Deed No. 49 to No. 59 dated May 28, 1999 which was made between the heirs of N bin N and HS (Defendant I) all of them did not find any special power of attorney from the heirs of N bin N to HS and SS to sell or make a Sale and Purchase Binding before the DA Notary so that the Defendants had made the sale and purchase binding without or not based on a special power of attorney from the legal owner.

The legal consequences arising from the cancellation of the sale and purchase deed No. 48 to No. 59 dated May 28, 1999 made before the DA Notary by the East Jakarta District Court Judge in Decision No. 267 / Pdt.G / 2019 / PN Jkt. The team is declared invalid and null and void, in accordance with Article 1320 of the Civil Code. So that the deed of sale and purchase binding has no legal force that binds the parties anymore.

[32] Hasanah, S., "Who Pays Case Costs If Lawsuit Partially Granted," *Hukumonline.com*, Retrieved March 5, 2021, https://www.hukumonline.com/klinik/detail/ulasan/lt590a832027619/siapa-yang-membayar-biaya-perkara-jika-gugatan-dikabulkan-sebagian.

Therefore, the ownership of the land rights to Girik C No. 55 Persil 1a Class S.II covering an area of 66,750 m² returned to its original state i.e. the ownership remains with the heirs of N bin N as the Plaintiffs.

The juridical consequence of the decision of the East Jakarta District Court No.267/Pdt.G/2019/PN Jkt.Tim which declared the sale and purchase binding deed made before a Notary null and void is that the parties must carry out the contents of the decision. The parties must know the material content of the agreement and carry out the rights and obligations that have been agreed in good faith until the achievement of the purpose and purpose of the deed including the agreed price. Therefore, parties who want to buy and sell land rights through binding the sale and purchase in full before a Notary, must be followed by a power of attorney to sell from the power of attorney to explain legal certainty in the form of authority to act that must be done by the power of attorney so that disputes do not arise in the future due to actions beyond the limits of their authority.

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