

# Juridical Analysis of Legal Protection of Ownership of Rights to Land That Have Been Purchase (Certificate Number 3131)

Vienny Tirta<sup>1,\*</sup>

<sup>1</sup>Faculty of Law, Universitas Tarumanagara, Jakarta, Indonesia

\*Corresponding author. Email: viennyti@gmail.com

## ABSTRACT

The need for housing is a basic need of every person. Talking about housing is certainly related to land and buildings. For this reason, many people are not willing to lose their rights to their land and buildings. As an example of a dispute discussed in this thesis, namely an incident where the ownership of a plot of land and buildings is transferred through a process of buying and selling transactions that have been mutually agreed upon and carried out in the presence of an authorized official. But then the seller does not hand over his ownership to the rightful buyer. The author uses descriptive normative research methods supported by qualitative research types, deductive techniques (general and special). Research data from primary, secondary and tertiary legal materials. In addition, it is supported by the results of interviews with related parties and other parties who are sources of information. Based on the research, it was concluded that in the dispute that occurred between Jerry Sumitra and Muchtasor, the ownership certificate number 3131 was in accordance with applicable regulations so that it had the power and legal protection. As the holder of land rights, Jerry Sumitra is legal in the eyes of the law, only physical control has not been obtained due to a default by Muchtasor who did not fulfill his obligations in leasing the object. In addition, Muchtasor's unlawful act was detrimental in that he did not return the object of the lease after the lease expired. Jerry Sumitra reported Muchtasor's actions to the police. In addition, they should also submit an application to the local District Court for assistance in taking over the ownership and ask for compensation for the losses suffered by Muchtasor's actions. The author concludes that a process of buying and selling land and buildings should be accompanied by a cautious attitude. In addition to agreeing, it is also necessary to investigate the status/history of the land purchased, and at the same time to carry out clear and tangible levering/handover of the object. This is intended to prevent misuse from irresponsible parties, such as in the dispute between Jerry Sumitra and Muchtasor.

**Keywords:** Certificate, Legal Protection, Land Law.

## 1. INTRODUCTION

### 1.1. Background

Talking about land and/or buildings is the main thing and one of the primary needs of every human being. Land has social and economic value for a person's life. Because land can be a source of livelihood as well as a place to live for a person and his family, it does not even rule out the possibility that disputes over land can make someone risk their life in order to control their land or territory. Talking about land, of course, cannot be separated from the laws and regulations governing agrarian matters, which is known as Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles or often called UUPA which was ratified on September 24, 1960 and applies nationally. This is because before the birth of the UUPA there were many

Indonesian people who enforced agrarian law with western (colonial) law and a few others based on customary law. The government hopes that with the enactment of the LoGA, there will be a single legal entity in the agrarian sector that refers to the LoGA. The presence of the UUPA is the basis for the preparation of national agrarian law which can create prosperity, happiness, and prosperity for the whole community. But in addition, what must be understood in addition to agrarian regulations based on the LoGA, the community also needs other rules that support the correct process in a transaction to obtain legal rights or ownership of a land or land.

The factor that often makes people feel reluctant to carry out the land registration process is sometimes the reason that the management is long, difficult, long-winded and costs a lot of money. Therefore, there are also many who not carry out the process of registering the land and/or its buildings to the local Land Office. This makes problems

will arise in the future, namely disputes for people who have correctly and definitely have complete documents or documents and carry out transactions legally, often collide with other communities who only with their own strength justify any means to defend the territory. or his land which in his own eyes was his. There are even some and not a few incidents or land disputes that arise in the community.

For example, in carrying out a process of buying and selling land and/or buildings, the parties involved include buyers and sellers, where each party has its rights and obligations that must be fulfilled so that a transaction can be carried out and run properly. This is called an agreement, while in the sale and purchase agreement, 4 (four) conditions must be fulfilled for the validity of the agreement based on Article 1320 of the Civil Code, namely there is an agreement between the parties, the skills of the parties, the object of the agreement and a lawful cause. Based on the four conditions for the validity of the agreement, they are grouped into 2 parts, namely subjective conditions (agreements and skills of the parties) and objective conditions (objects of the agreement and lawful causes). Of course from an agreement arises an achievement that must be carried out from the parties, if there are achievements that are not fulfilled, it means that the party who does not fulfill its achievements has defaulted in the presence of a bad faith and also caused losses to the other party. In a sale and purchase agreement, especially land and buildings, as the seller, the seller has the right to receive a sum of money paid by the buyer in exchange for the land and/or building which is the object and the obligation to surrender completely and absolutely the object in the form of land and/or building to the buyer. the buyer. As the buyer, the buyer has an obligation to submit a sum of money as payment for the price of the object to be purchased in the form of land and/or building. He also has the right to accept the object as his own. So that other implementing regulations are needed to support national agrarian law in practice. One of the examples that the author brings up in this thesis is that there is an incident that is still taking place today, where someone sells land and its building which is still under the status of customary land ownership rights of parcels number SPPT.NO.005-093 owned by Muchtasor to Jerry Sumitra ( the buyer). Then after price negotiations have occurred and both parties have agreed to each other, the process of buying and selling transactions is carried out between the seller and the buyer. The process was carried out in front of the authorized local official, namely the Land Deed Making Officer (PPAT) Muhammad Heru Mahyudin, S.H, M.Kn. to conduct a sale and purchase transaction and then proceed with the registration of the girik land into a title certificate at the National Land Agency, which certificate has been issued with a title certificate number 3131 in the name of Hilda Luisan. After all the processes were completed, Muchtasor the seller had not yet handed over directly to Jerry Sumitra as the buyer of the land and building objects, arguing that it took him some time to get his things out and find a new place to live. It is approved by Jerry sumitra to give him a few months with the status of leasing the land and buildings to Muchtasor with a lease period of 6 (six) months. After the lease period of 3 (three)

months, Jerry Sumitra registered the land to change its name to Hilda Luisan (Jerry Sumitra's biological aunt) through an authorized official (PPAT Muhammad Heru Mahyudin, S.H, M.Kn). After the expiration of the lease period, in fact Muchtasor (the tenant) did not hand over the land and building objects to Jerry Sumitra, on the grounds that the land and building objects were being leased to third parties before the sale and purchase transaction was carried out. As a result, the sale and purchase transaction between Muchtasor and Jerry Sumitra was deemed non-existent. When Jerry Sumitra wanted to control the land object that he had purchased, in fact Jerry Sumitra could not physically control it because Muchtasor still lived and occupied the land on the grounds that the land still belonged to him.

This is the author's reference to raise the problem above. To see the extent of legal protection that a person has for the legal ownership of a plot of land and buildings that have been purchased and have been certified. The frequent occurrence of land disputes as mentioned above in the community, the author considers it is good if a juridical analysis is carried out. In the issue raised by the author this time regarding the ownership status of the title certificate number 3131/Bogor where the owner cannot control the land and building objects that should have become his power. Therefore, the writer is interested in writing a thesis with the title *Juridical Analysis of Legal Protection Against Ownership of Purchased Land Rights (Certificate Number 3131)*.

## **1.2. Problem**

Based on the description of the background above, the identification of the problems that will be discussed below, namely:

1. What is the strength and legal protection of the certificate owned for the parcel of land and buildings that have been purchased?
2. What method must be taken by the right owner (Jerry Sumitra) in order to obtain his rights and compensation for the actions of Muchtasor who did not fulfill his achievements and caused losses?

## **1.3. Research Method**

The preparation of this thesis proposal uses normative legal research methods to support the scientific weight of the thesis. The normative legal research method is also called the library research method, namely, which is carried out by searching for data through library materials. Research by looking for scientific truth that is used as a theoretical basis and the basis of the author's thinking[1].

With this literature research, the author tries to read, study and collect books, references, notes, and various literatures related to the issues to be discussed, especially regarding legal certainty in the status of land ownership with title certificates.

To discuss the subject matter, the writer collects the necessary facts and data by using morphological legal research.

### 1.3.1. Data Type

This study uses library materials or secondary data, as follows:

- a. Primary legal material is the main binding library material and fundamental so that the material is generally accepted, among others:
  1. The 1945 Constitution.
  2. Civil Code (KUHPerdata).
  3. Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles.
  4. Government Regulation of the Republic of Indonesia Number 37 of 1998 concerning Regulations on the Position of Officials for Making Land Deeds.
  5. Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of the Official Making Land Deeds.
- b. Secondary legal materials are legal materials that provide a broader explanation of primary legal materials, in this case the author obtains the work or opinions of legal circles or experts, in the form of literature books written by scholars, research reports, scientific papers, newspapers. and several clippings discussing land and land ownership status.
- c. Tertiary legal materials, namely legal materials that provide instructions or explanations for private and secondary legal materials, in this case the authors obtain from legal dictionaries, Indonesian language dictionaries, encyclopedias, and the internet *regarding land*.

### 1.3.2. Type of Research

Research is a translation from English, namely research, which comes from the words *re* (return) and *to search* (search). Thus, research means looking back. What is sought in a research is correct knowledge, where this correct knowledge can later be used to answer certain questions or ignorance [2]. Legal research is a scientific activity based on certain methods, systematics and thoughts, which aims to study one or several certain legal phenomena by analyzing them. It aims to get the actual legal facts for solving and answering the problems that occur. Morris L. Cohen said that a process of discovering the laws that regulate human social activities, which involves the rules imposed by the State and commentators who explain or analyze these rules, which is a translation of:

“...legal research is the process of finding the law governs activities in human society, it involves locating both the rules which are enforced by the states and comments should explain or analyze the rules” [3]. Peter Makhmud Marzuki explained that legal research is a process to find the rule of law, legal principles, and legal doctrines in order to answer the legal issues faced [4]. There are 2 types of research, namely quantitative and qualitative research. Quantitative

research is research that includes data in the form of numbers. Meanwhile, qualitative research is descriptive research and uses detailed analysis [5]. In this thesis the author uses a qualitative research type and is based on existing case studies. Case studies are exploring in-depth information through the problems that are around us. Data or information about the problem becomes a supporting thing in finding a solution. Therefore, data in the form of events at that time or even the past related to the topic need to be collected to solve existing problem.

## 2. DISCUSSION

### 2.1. Chronology of Problems

Based on the authors' findings, the authors are interested in raising one of the ongoing problems regarding land disputes in Pondok Rajeg Village, Bogor Regency. Choosing this place is due to several reasons because the author has a relationship with the source directly from the owner of the object and there has been a conflict that is quite interesting to examine more deeply about the problems that occur.

One example of the problem raised and researched by the author in this thesis is an incident that occurred at the location of the object of a plot of girik land in Pondok Rajeg village, Bogor Regency, where the dispute is still ongoing. With the following chronology of events, the object of land which was originally a plot of girik land with an area of 486 M<sup>2</sup> (four hundred and eighty six square meters) has been owned by a person named Muchtasor since November 2002 which can be seen from the Sale and Purchase Deed Number 1999/2002. In the Sale and Purchase Deed No. 1999/2002, a land sale and purchase transaction occurred in Pondok Rajeg Village between Muchlasin as the seller and Muchtasor as the buyer. However, the land still has the status of girik land which has not been registered so that there is no certificate of title to the land.

Over time, after Muchtasor became the owner of the land in Pondok Rajeg Village, there was a problem in his family, where Muchtasor's son, Ari, had debts with several of his friends. This made Muchtasor as a parent feel obligated to help solve it and feel partly responsible for his son's actions. Because at the time his son, Ari had debts, at that time he was still unmarried and living with Muchtasor. At first Muchtasor had not done anything by assuming that his son would be able to settle his debts by himself. It turned out that after several years, Ari had a wife and family, unable to settle his debts.

Seeing the incident that his son was in debt and unable to settle it, Muchtasor began to negotiate with his wife, Mulyati. As a mother and father to Ari, they agreed to help their son to settle his debt. At that time, Muchtasor and his wife Mulyati had assets in the form of several lands and/or buildings, including land and the house they shared in Pondok Rajeg Village. Muchtasor and his wife Mulyati decided to sell their land in late 2016. At that time, one of the entrepreneurs of a four-wheeled vehicle showroom who was domiciled in Jakarta was interested in the land, where

he got information from one of his colleagues. Because he intends to invest, the person concerned named Jerry Sumitra went to a location in the Bogor district to review. After Jerry Sumitra negotiated with his family and was interested in the object, the parties, both Muchtasor and his wife as the seller, and Jerry Sumitra as the buyer, were brought together. Then there was a process of buying and selling transactions between Muchtasor and Mulyati (wife) and Jerry Sumitra (resource person), but all documents for buying and selling were carried out with Hilda Luisan (name in the deed and certificate) who is Jerry Sumitra's biological aunt. This has been agreed upon from the beginning, both regarding the object and the price for the object. Prior to the sale and purchase transaction process, Jerry Sumitra (prospective buyer) asked for several complete documents showing that the land was dispute-free and indeed belonged to Muchtasor because at that time it was still girik land. The data that can be completed by Muchtasor include the following:

1. Letter of statement of ownership and control of land by Muchtasor dated 22 September 2016;
2. Statement letter of no dispute by Muchtasor dated 22 September 2016;
3. A statement letter on the installation of land parcel boundaries and area differences by Muchtasor dated 22 September 2016.

The agreement process between Muchtasor and Jerry Sumitra took place in detail for the name to be included in the deed of sale and the certificate was agreed to use the name of Jerry Sumitra's biological aunt, Hilda Luisan, so the transaction took place:

- selling price of Rp. 260,000,000,- (two hundred and sixty million rupiah) (copy of payment receipt on 17 October 2016);
- land object with an area of 486 M2 (four hundred and eighty six square meters);
- located in Kp. Pondok Rajeg, Pondok Rajeg Village, Cibinong District, Bogor Regency;
- The sale and purchase transaction was carried out before the PPAT MHM on November 3, 2016 written in a Sale and Purchase Deed Number 01/2016.
- Taking pictures at the time of the signing of the sale and purchase transaction before the PPAT MHM which was documented by Jerry Sumitra on November 3, 2016. After all the buying and selling transactions were completed, the parties, both Muchtasor and Jerry Sumitra, had their biological aunt, Hilda Luisan, listed in the document. Muchtasor received the money for the land payment and based on Muchtasor's initial goal, the land was sold to pay off part of his son, Ari's debt. However, this is because Muchtasor and his family have not directly handed over the keys and physical control of the land and buildings to Jerry Sumitra and Hilda Luisan. So Muchtasor proposed a lease so that the land and building, which had been his residence all this time, should be given 6 months to leave the object, in exchange for rent or a lease agreement was made.

This was seen as good by all parties, so Jerry Sumitra gave his approval to Muchtasor's request. As the new owner of the land object, Jerry Sumitra asked for a replacement with a rent payment of Rp. 35,000,000, - (thirty five million rupiah) for a period of 1 (one) year, because Muchtasor only requires 6 (six) months, the rental price paid is Rp 17,500,000 (seventeen million rupiah). With a rental period from 02 November 2016 to 02 April 2017 (listed in the rental agreement). The lease agreement is made before a Notary in Depok City, namely Devi Herlina, S.H., M.Kn. Following the occurrence of the rental transaction process of Mulyati (Muchtasor's wife) with Hilda Luisan which was made in a notarial agreement which also included other things deemed necessary.

After 1 (one) month from the sale and purchase transaction, Jerry Sumitra registered the land or object because it was still girik land. In connection with the registration of the land, a certificate of ownership was made in the name of Hilda Luisan. During the land registration process and the making of the land certificate of Pondok Rajeg Village, Muchtasor's lease period is still running.

Meanwhile, after the rental period had expired 6 (six) months later, namely on April 2, 2017, Muchtasor and his wife did not leave the land and house. When Jerry Sumitra as the owner wanted to take over the object, it was found that there was another party, namely Warso, who also occupied the land. According to Muchtasor and Mulyati's confession, the land was mortgaged to Warso, a meatball seller who occupied part of the land to put his meatball cart. And with the alibi of Muchtasor and Mulyati that they needed money, they mortgaged the land to Warso. Then Warso gave a loan of Rp 26,000,000 (twenty six million rupiah) as collateral for the money, so Warso used part of the land or the object's land. The existence of a receipt for the delivery of money amounting to Rp. 26,000,000,- (twenty six million rupiah) from Warso to Mulyati (Muchtasor's wife). All of these incidents were carried out without the notice and knowledge of Jerry Sumitra. The money was handed over to Hj. Mulyati (Muchtasor's wife) so that Warso could occupy the land. A receipt as a token of Warso's payment to Mulyati (Muchtasor's wife) for pledging part of the land. The receipt stated that it was October 20, 2016. Even though it was clear that October 20, 2016 meant that before the sale and purchase of land was carried out against Jerry Sumitra. Meanwhile, at the time of the sale and purchase transaction, there was no presence of Warso and no acknowledgment from Muchtasor or his wife Mulyati that the land was being pledged to a third party, namely Warso. This of course made Jerry Sumitra as the owner confused because the land should have been under his control but now it has turned around and an unexpected incident occurred.

Jerry Sumitra is still trying to make a persuasive approach and consult with Muchtasor to be willing to leave and hand over the land object. Until the passage of time, the family tried to solve it, but neither Muchtasor nor Mulyati found a way out. In fact, apart from the presence of Warso, Muchtasor and his wife also tried to pay the local people to keep watch around the object. Jerry Sumitra put a lock and chain so Muchtasor and his family could not enter the land, instead the lock and chain were broken and forcibly broken

down by them. And return to control the object. Even the people who were paid by Muchtasor and his wife to guard around the object were intended to prevent Jerry Sumitra as the owner from controlling it. Until the lapse of time from the end of the April rental period 2017 to November 2017 Muchtasor and his family did not hand over the object or vacate the object.

Seeing the lack of light and cooperation between Muchtasor and his wife, they still refused to empty the object and hand over the object. So on 07 February 2018 Jerry Sumitra brought this matter to the authorities so that it could be investigated further. Because Jerry Sumitra believes that the land he bought has nothing to do with the Warso. This could be a trick of Muchtasor and his wife Mulyati not to give up their land with the alibi of Warso's presence. Based on his belief and his cooperation with the investigators, Jerry Sumitra got the truth. Where later an investigation was carried out by the authorities and the results of the interrogation with Warso, it was only discovered based on Warso's confession that the land mortgage transaction actually occurred not according to the date on the receipt. Warso admitted that the date had been changed and was replaced by Mulyati (Muchtasor's wife). As for this, it took place during Muchtasor's lease on the land and it is clear that that period had passed after the land was sold to Jerry Sumitra. There are many actions of Muchtasor and Mulyati that violate and contradict existing regulations. Various data were collected as well as available information, where the case is still ongoing and until now the file is still in the hands of investigators. The investigators summoned the parties involved in this case, in addition to the parties directly or indirectly involved, including Warso and PPAT Muhammad Heru Mahyudin, S.H, M.Kn so that they could be questioned as witnesses of the existing case. However, because PPAT Muhammad Heru Mahyudin, S.H, M.Kn was under the auspices of being associated with IPPAT (Association of Land Deed Officials) so that IPPAT refused to summon him as a witness. Because all procedures and provisions carried out by PPAT are in accordance with and do not violate applicable regulations.

Meanwhile, when Warso was examined, it was found based on Warso's confession that the land mortgage transaction that occurred on October 20, 2016 was not in accordance with the reality. What actually happened that Warso handed over the money was when Muchtasor and Mulyati's lease period was running, which was not October 20, 2016 but far past that date. This is a trick of Muchtasor and his wife to make it look as if the sale and purchase transaction that had previously been carried out in November 2016 was cancelled. Through Warso's confession to the investigators, Jerry Sumitra assumed that from the start Muchtasor and his wife had planned this. Assisted by several suggestions and input from the investigators to Jerry Sumitra to file a criminal case report due to the criminal acts in this case that had been committed by Muchtasor and his wife. With demands for the entry of false information and embezzlement of immovable objects. This is aimed at filing a criminal case as referred to in Article 266 and or Article 385 of the Criminal Code (KUHP), so that Muchtasor and

his wife became suspects and could be detained so that they vacated the object.

Jerry Sumitra and Hilda Luisan have submitted this process to the authorities through appropriate legal channels. The investigation process is still ongoing and as time goes on, due to illness it turns out that Muchtasor has died in 2018, and the only one who controlled the building land at that time was Mulyati (Muchtasor's wife) alone, and still did not want to vacate or hand over the object to the owner, namely Jerry. Sumitra. Even today, while the investigation is still ongoing, Mulyati is currently being assisted by the local Legal Aid Institute in the investigation process. Until finally the files are ready and have been completed, the investigators are preparing other things as completeness to forward the case to the Prosecutor. The case is submitted to the Cibinong District Court.

## ***2.2. Ways Jerry Sumitra Can Take In Dealing With Muchtasor***

After analyzing and formulating problems for the sake of problems related to Jerry Sumitra and Muchtasor, the author has conducted research in the field by interviewing the person concerned and found several things/methods that can be taken for the aggrieved party in this case, namely Jerry Sumitra. The author first describes Muchtasor's actions that violate and cause harm to other parties as follows:

1. Muchtasor did not directly and explicitly hand over the object of sale and purchase to the buyer (Jerry Sumitra) from the initial process of the sale and purchase transaction being completed. This is an obligation on the part of the seller to hand over the object of sale and purchase when the buying and selling process is complete, but this is not done by Muchtasor. so it can be said that Muchtasor has been negligent in fulfilling his achievements or has committed a default here.
2. Later, Muchtasor rented the same object from Jerry Sumitra as the owner. Where there is a time limit from the end of the lease period and other terms that have been mutually agreed upon and set forth in a notarial lease agreement, but when the lease period ends Muchtasor does not return the object of lease to the owner. In fact, mastering it intentionally and knowingly has neglected his obligations as a tenant. This violation that Muchtasor committed is also included in the category of default, where there is an omission of the contents of the agreement.
3. And that's not all, Muchtasor has also damaged the keys and locks of the leased object which were renewed by the owner to take over their ownership. Muchtasor deliberately forced his way back into the object of rent and occupied and occupied it without rights.
4. Muchtasor had embezzled someone, namely Warso, by giving false information that Warso was the owner of the pledge on the object. In this case Muchtasor has also committed acts of embezzlement and fraud, which can be categorized under criminal law.

The description above shows that in addition to being in default, Muchtasor also committed acts against the law due to intentional and negligence, where the consequences of his actions caused losses to other parties. Article 1365 of the Civil Code reads: "Every act that violates the law, which brings harm to another person, obliges the person who because of his fault published the loss, to compensate for the loss."

It is reaffirmed in Article 1366 BW, namely:

"Everyone is responsible not only for the losses caused by his actions but also for those caused by his negligence."

In this case, it is still in the realm of civil law, but it is possible that Muchtasor's violation can be categorized into the realm of criminal law, namely embezzlement, fraud and false information.

The author analyzes each of Muchtasor's actions that violate the above, Jerry Sumitra can take several ways to file demands and lawsuits against Muchtasor. In addition to obtaining compensation for the losses suffered, and also to regain property rights and expropriation power over his land and buildings. Following are the ways that Jerry Sumitra can take, among others:

1. A persuasive approach or consultation with Muchtasor can be made by providing alternative options to leave and empty the object properly.
2. If the deliberation does not reach an agreement, mediation can be reached, namely bringing in a third party as an intermediary, usually like other family parties, or the head of the local Rukun Tetangga (RT).
3. So if the mediation method is deadlocked, like it or not, litigation is the most effective way to go through the legal process. Because all agreements made, both buying and selling and leasing, were written and authenticated, Jerry Sumitra could file a civil suit and lawsuit against Muchtasor for his default actions and unlawful acts that caused losses to other parties. It can also be brought to the realm of criminal law for filing for embezzlement, fraud and false information. These demands can be in the form of:
  - fulfillment of the agreement with compensation or without compensation
  - cancellation of the agreement with compensation or without compensation.

Together with state officials who function as law enforcers, Jerry Sumitra can obtain legal protection that is generally applicable to every citizen. The process followed by reporting Muchtasor to the authorities, followed by filing a claim and a lawsuit to the Bogor District Court. The author obtained information from a Notary and PPAT Jayapura City through interviews, namely Hanny Chendrana, SH, M.Kn regarding Jerry Sumitra's dispute with Muchtasor that every document such as certificates and agreements of sale and purchase and lease are all without legal defects so that currently the the problem is that Muchtasor, as a legal subject, has defaulted by not fulfilling his achievements in handing over/levering the object of sale and purchase to Jerry Sumitra and also committing acts against the law in embezzlement, fraud and false information which are

included in the criminal realm. In the case of obtaining the right of control over the object, Jerry Sumitra can carry out a legal process by submitting a request for the execution of forced emptying by the local District Court. As for the proceedings, it is better to ask for advice from other legal aids such as lawyers [6].

In addition, the author is asking for opinions from Dr. Mochamad Arifinal, SH, MH, who is a lawyer by profession, a lecturer at the University of Sultan Ageng Tirtayasa and also an expert witness, for the Jerry Sumitra issue, the best thing to do is to send the first and second subpoenas to Muchtasor, if it is still ignored, it is better to report to local authorities on the basis of a lease letter where the time has passed and the tenant has not returned the object of lease to the owner and the local authorities / police should be able to carry out their duties in assisting Jerry Sumitra as the owner in expelling or removing the tenant from the object. However, seeing the fact that it turns out that the tenant can still control the possibility of a game or payment between the tenant and the local authorities could be a possibility. Because the lease agreement itself should be a strong basis to be able to evict tenants when the lease period has expired. Therefore, in addition, Jerry Sumitra can also take a method by reporting to the local District Court to request assistance from the District Court in the process of clearing the execution of the object. And the District Court will send its officers to carry out the object execution process. As for some of Muchtasor's other crimes against the law, Jerry Sumitra can also file criminal charges. And judging from the occurrence of the dispute from 2017 until now and there has been no settlement, this has been too long and time consuming, where the dispute should have been resolved because the documents and evidence of Jerry Sumitra's legal basis are strong and authentic. It's just that from several perspectives, where Muchtasor is an old person who lives there, there are several possibilities that he has strong acquaintances or support and also paid bribes, thus protracting the dispute. However, to prove everything, further investigation must be carried out through the applicable procedural law process. Meanwhile, Jerry Sumitra's side is not located close to the object, which makes it difficult to monitor and also requires money to file the existing legal process, through the help of a lawyer [7]. At the beginning of the dispute arose from information obtained by the author through an interview with Jerry Sumitra as the owner or holder of land rights from certificate 3131 that he had indeed tried to resolve the dispute amicably in the hope that Muchtasor and his family could work together and be resolved amicably without going through other legal proceedings. However, when Jerry Sumitra felt that Muchtasor and his family did not show good faith or wanted to be invited to the family by ignoring the warnings and even the summons given, after a lapse of 1 (one) year, Jerry Sumitra decided to ask for help from the local authorities and filed a complaint. report. In addition, because Jerry Sumitra also has a motherhood in his work in Jakarta and is domiciled in Jakarta, it is also one of the reasons for Jerry Sumitra's delay in dealing with his problems. By assuming that as the owner who has a strong and authentic legal basis, Jerry Sumitra also objected to

having to pay for the process of removing Muchtasor from the object, because Muchtasor should have known himself and was afraid of the legal consequences he would receive if Jerry Sumitra really did. process it. After it was felt that there was no clear point, currently Jerry Sumitra has taken legal action by reporting Muchtasor and his family to the authorities and has been assisted in the process related to embezzlement, fraud and false information in the realm of criminal law. However, for civil law, Jerry Sumitra has not carried out the fulfillment of the agreement accompanied by compensation. Meanwhile, Jerry Sumitra has not gone through the process of submitting an execution to vacate to the District Court [8].

Therefore, the author agrees and agrees with Notary and PPAT Hanny Chendrana, S.H., M.Kn., and Dr. Mochamad Arifinal., S.H., M.H., that there has been a breach of contract and an act against the law in the matter that occurred, while the certificates and agreements have all met the requirements for a valid agreement and are strong and authentic evidence So that Jerry Sumitra should have a strong and legal position. As a result of Muchtasor's actions, he had committed a violation, namely a breach of contract and against the law, so Muchtasor and his family must be held accountable for it.

### **3. CONCLUSION AND SUGGESTIONS**

#### **3.1. Conclusion**

Based on the results of the research conducted by the author, the authors conclude that the sale and purchase agreement and lease agreement on the property rights of a plot of customary land with parcels number 19-D-1 Kohir Number 361/1531 covering an area of 486M2 (four hundred and eighty-six meters square), Jalan Pondok Rajeg Village, Rukun Tetangga (RT) 002 Rukun Warga (RW) 003, Pondok Rajeg Village, Cibinong District, Bogor Regency, West Java, which includes land and permanent buildings with a paid value of Rp. 260,000,000,- (two hundred and sixty million rupiah) between Jerry Sumitra as the buyer and Muchtasor as the seller/owner, is legal and in accordance with the applicable legal regulations. This is evidenced by carrying out the sale and purchase transaction before the authorized state official, namely the local PPAT by making a Sale and Purchase Deed Number 01/2016 and in the case of leasing Jerry Sumitra as the owner of the land he has purchased with Muchtasor as the tenant of the land he has sold. then it is proven by making a notarial Lease Agreement before a local Notary. So the author concludes that all stages of the agreement process have been carried out legally and in accordance with the law, in addition to the land that has been purchased Jerry Sumitra has registered it with the local Land Office with evidence that a Certificate of Ownership has been issued. Land in the form of a Certificate of Ownership Number 3131/Bogor on December 11, 2017. With the issuance of the Certificate of Ownership to the registered land, the ownership of Jerry Sumitra is the highest and strongest right in an ownership

and legal certainty is guaranteed by laws and implementing regulations and other certificates as proof of legal ownership and as strong evidence. This is regulated in Article 19 paragraph (1) of the LoGA, Article 19 paragraph (2) of the LoGA, Article 20 paragraph (1) of the LoGA, Article 3 letter a of Government Regulation Number 24 of 1997, Article 4 paragraph (1) of Government Regulation Number 24 of 1997 So it can be concluded that a certificate of ownership of land rights is a strong piece of evidence, which means that the information contained therein (by the judge) is true information, as long as and as long as there is no other evidence that proves otherwise. However, there is a provision in Article 32 paragraph (2) of Government Regulation Number 24 of 1997 which regulates that a lawsuit against the validity of a certificate issued can be filed before the expiration of 5 (five) years from the issuance of the certificate. The claim can be submitted in writing to the relevant land agency.

However, where Jerry Sumitra until now has not been able to obtain the rights in his control over the object in full, due to a default from Muchtasor who did not fulfill his obligations in leveraging the object of sale and purchase and also acts against the law in occupying the object of the lease that has expired and several other criminal acts in the form of embezzlement, fraud and false information, all of which caused losses for Jerry Sumitra as the owner of the lease. For this, Jerry Sumitra has the power and legal protection both as a buyer for the land and buildings he has purchased and also as the owner of the leased object. By asking for help from the local state apparatus, Jerry Sumitra deserves and should receive assistance in accordance with applicable law in order to obtain his full and complete property rights. With the violation that occurred, here it is necessary to have a legal protection for land rights holders. Preventive legal protection where regulations are made and penalties aimed at enforcing regulations. Concretely, there are law enforcement institutions such as courts, prosecutors, police, and other non-litigation (non-litigation) dispute resolution institutions. And the means of legal protection that can be given to Jerry Sumitra in the form of repressive legal protection that aims to resolve disputes. Furthermore, dispute resolution is also regulated in the Civil and Criminal Procedure Code.

#### **3.2. Suggestion**

Looking at the existing problems related to land disputes and Jerry Sumitra's ownership, the advice from the author if there is a desire to buy building land somewhere should be in a location that we already know and know well about. In addition, it should be close to the domicile of the prospective buyer which aims to facilitate direct monitoring and supervision as a potential owner. Then what is also important for someone in conducting a sale and purchase agreement or lease transaction as a prospective buyer is to check the origin of the ownership of the land and buildings to be purchased. In addition to asking for information from the head of the local area and local residents whether it is in accordance with the information provided by the seller. And

check written documents relating to proof of ownership of the land to be purchased. If the building land to be purchased is not certified, then it is necessary to ask for other supporting evidence and a statement and statement from the owner proving that the seller is the rightful owner. However, if the land has been certified, it is necessary to check the certificate to the local Land Agency whether it is in accordance with what is recorded at the Land Office and also of course in conducting buying and selling transactions before the authorized state official, namely the local PPAT. After that, it must be accompanied by levering or delivery of the object of sale and purchase. The need for prudence in every legal action carried out by a person aims to avoid disputes or lawsuits that will arise in the future that can harm other parties.

However, even if someone has done everything in accordance with applicable legal procedures and provisions, it still does not guarantee that there will be no problem / dispute, this can be seen from Jerry Sumitra's problem. But if all procedures have been carried out in accordance with applicable regulations, it will provide legal force and legal protection for a person. The legal protection obtained is preventive and punitive in nature and has a means of protection both preventive in the form of prevention and repression in the form of resolving disputes that occur.

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