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**JURIDICAL ANALYSIS OF UNCERTIFIED LAND SALE AND PURCHASE INGROBOGAN DISTRICT**

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Rio Marshal Sahertian<sup>1</sup>, Diana Setiawati<sup>2</sup><sup>1</sup> Muhammadiyah University of Surakarta ([C100190249@student.ums.ac.id](mailto:C100190249@student.ums.ac.id))<sup>2</sup> Muhammadiyah University of Surakarta ([ds170@ums.ac.id](mailto:ds170@ums.ac.id))

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**ABSTRACT**

This study, entitled Implementation of Sale and Purchase of Uncertified Land in Grobogan Regency, this study aims to determine the Implementation of Land Sale and Purchase in Indonesia According to the applicable Positive Law, and find out the legal consequences of the implementation of buying and selling land without certificates in Grobogan Regency and find out how the stages of buying and selling uncertified land can be carried out. This study aims to determine the implementation of land sale and purchase in Indonesia according to the applicable positive law, and to analyze and understand the legal consequences of the implementation of land sale and purchase without certificates in Grobogan Regency. The research method uses a sociological juridical approach. Research specifications using descriptive analysis, data sources used primary data and secondary data, primary data collection methods using conservation and interviews, secondary data collection methods using literature studies and document studies and data analysis methods using qualitative analysis methods. Based on the results of the study, it can be concluded that the sale and purchase of land according to positive law in Indonesia must be made by and before the authorized Land Deed Making Officer (PPAT) as evidenced by the Sale and Purchase Deed. Legal consequences of the implementation of the sale and purchase of land without a certificate in Grobogan Regency In buying and selling land without a certificate, it is very possible that there are legal consequences caused, namely the absence of transfer of land rights and uncertainty of the transfer of land rights, as well as the lack of guaranteed legal certainty and legal protection.

Keywords: Sale-Purchase, Land, Certificates

**INTRODUCTION**

To find true knowledge, human history can carry out two-way communication in accordance with changes in the paradigmatic rhythm of consciousness of the supporting figures or what is usually called a paradigm shift. (Wardiono and Dimiyati, 2014). Humans are intelligent creatures who cannot be separated from the necessities of life. Humans are called social creatures because whenever they need their needs, humans cannot be separated from the help of other humans, while land is included in the needs of human life, especially in Indonesia. (Basyir, 2000). Land has an important meaning for social creatures, especially in Indonesia. Land is one of the sources of human life where humans need land as land to carry out daily life. (Susanti, 2008). Article 33 paragraph (3) of the 1945 Constitution explains land law in Indonesia which states that earth, water and natural resources are controlled by the state and used for the welfare of the people. The number of people who need land can always increase. (Salindeho, 1987). After clothing and food, land is one of the primary needs needed by society throughout the progress of time, this is because land can be said to be another form of residence. As the human population increases, the need for one of the primary needs, namely land, will increase, so that the implementation of buying and selling land will also increase as a form of transfer of ownership of land rights. (Perangin, 1991). Transfer of ownership of rights or transfer of ownership of rights is a form of legal implementation aimed at transferring rights, including: buying and selling, grants, exchanges, division of joint assets and income within the company. (Umar, 2014).

Activities that have been neatly arranged and arranged in a thorough and detailed manner, and are implemented after the planning is deemed ready are usually called implementation. (Usman, 2002). When

two parties have entered into an agreement where one party hands over an object and the other party party according to the agreement, it is called a sale and purchase. 1 Land is referred to as

the layer that is removed from the top surface of the earth so that it can be used to plant various types of plants. (Protection, 1973) . A certificate is a letter where the letter is data that can be seen in real terms or what is usually called physical evidence and juridical data which contains content that is in accordance with the data in question. 2 A right where the right is given to an authorized person or legal entity includes: only the earth's surface. (Salindeho, 1987). The government always carries out land registration where this activity is carried out periodically, continuously and regularly. (Harsono, 1999).

Buying and selling land has two aspects of civil law, namely from the perspective of material law and from the perspective of contract law. Meanwhile, in terms of engagement, land sale and purchase transactions have the meaning of an agreement carried out by two parties where obligations must be held by both parties and what must be carried out by both parties is that the seller provides the delivery of objects while the buyer gives money to the seller. In the topic of transfer of land rights according to GOVERNMENT REGULATION NUMBER 34 OF 2016 (hereinafter commonly referred to as PP NO. 34 OF 2016) which discusses income tax regarding the results of the transfer of rights to land and buildings, then agreements in land and building sale and purchase agreements. and changes made to the building need to be clearly demonstrated in the deed made directly by the PPAT. (Umar, philosophy). There is legal certainty in the implementation of Article 19 of the UUPA, which has the aim of providing definite legal protection, and the government provides land data collection throughout the territory of the Republic of Indonesia. (Single, Single and Single, 1997). Transactions that occur in buying and selling uncertified land give rise to many problems, these problems include: first, land buying and selling does not have a definite status in law, which is stated in UUPA article 19. Second, according to Islamic Law, it has an explanation, namely implementation This transaction must be based on mutual liking without any coercion or even fraud that would harm either party. (Adkan, 2017). Grobogan Regency is one of the cities where land buying and selling transactions without certificates are often found, so this incident can cause problems which the author will study as research. Implementing land buying and selling without a certificate can ultimately harm many parties.

This research must have goals that are in the same direction and in sync with the discussion topics that have been formulated in the problem formulation. Goals are a reference for implementation

activities to be carried out clearly. In this research, the objective needs to have a function as a reference on the problem topic to be researched so that researchers can analyze problem solving steps in searching for data.

## RESEARCH METHODS

Methodology is science or ways to obtain data that has a purpose that can be described and can be proven from scientific activities based on systems, steps and certain thoughts in human life. (Dimiyati and (Dimiyati and Wardiono, 2004). The author in this research can use research steps including: approach steps and research specifications. The qualitative approach is the method in this research. This research has data sources that come from: data primary (data regarding the implementation of uncertified land transactions between two parties consisting of sellers and buyers before PPAT) and secondary data (problems to be researched can be studied through the Law on land registration, literature books, magazines sourced from the library. Theoretical data can be searched through the library with the aim of testing whether the data is valid or not). Secondary data is grouped into 3 (three) types, namely: primary legal materials (regulations in law relating to a research object that are based on materials -legal materials), while secondary legal materials (books that have references and the results of scientific work by scholars include papers, scientific journal articles and legal journal articles, research reports, archives and documents as well as electronic library materials related to this writing), and tertiary legal materials (derived from secondary legal materials, namely from dictionaries, magazines, newspapers,

encyclopedias, and so on).

## RESULTS AND DISCUSSION

### A. Implementation of land sales and purchases in Indonesia according to applicable positive law

The Civil Code regulates the implementation of land sales and purchases where on the third page of the book explains the Agreement. (Setiawan, 1999). In the meaning of the subject matter of an agreement, it is a law that has a bond between two or more parties where one party has the right to make demands on the other party and the other party is obliged to fulfill these demands. An agreement can arise from an agreement or from law, which is the essence of Article 1233 of the Civil Code. Actions carried out by one party or more and having ties with other parties is referred to as an agreement in Article 1313 of the Civil Code. Meanwhile, Article 1457 of the Civil Code has an agreement which reads "Sales and purchases are an agreement, whereby one party binds himself to hand over an object, and the other party to pay the price that has been promised". (Satrio, 1999). According to R. Subekti, agreement is also usually called an agreement, because both parties agree to an agreement and agreement, the words can be guaranteed to be the same (agreement and agreement). According to R. Wirjonon Prodjodikoro, an agreement is wealth or property related to law between two or more parties where one party can obtain achievements and the other party is required to be able to fulfill achievements.

Four (4) conditions must be present in order to be able to bind the various parties that make and contain legal force according to Article 1320 of the Civil Code of the agreement. After the comparison occurs, the agreement can be seen as a result of the deed of agreement. The agreement may be void if one of the parties violates the agreed terms. However, if both parties do not violate the terms or agreement and have fulfilled the legal elements of the agreement, then the agreement can be said to be valid and can be enforced. Article 1457 of the Civil Code has content that can be explained that buying and selling is an agreement made by two parties where one party hands over the rights to an object, and the other party pays the price according to the nominal value determined by the seller. A valid sale and purchase agreement is created if both parties have agreed on the price and goods. (Wukiryatun, 2023) In essence, the Basic Agrarian Principles regulations state that national land law is customary law where in the implementation of buying and selling national land a system can be adopted that is in accordance with customary law. According to customary law, the meaning of land sale and purchase is a transfer of rights that fulfills:

1. The cash principle is that payment and transfer of land rights must be made simultaneously.
2. The Clear Principle The clear principle means that buying and selling land must be carried out openly and must not be carried out behind closed doors. Government Regulation Number 18 of 2021 explains regarding Management Rights, Land Rights, Flat Units, and Land Registration (hereinafter referred to as PP on Land Registration), land sales and purchases must be carried out before the PPAT. These functions contain:
  - The sale and purchase of land can be carried out in accordance with established law and carried out openly, as the holder of material rights to the truth about the status of land ownership.
  - Before the PPAT, this land sale and purchase transaction can be carried out and carried out with a minimum of 2 (two) witnesses consisting of the Village/District Head and residents or communities who come from an area where the land is located as the object of the sale and purchase, this is referred to as one a representative who can be said to be a representative of the village residents in the form of the principle of publicity or openness.

A price agreement that has been determined by both parties where the seller has the right to determine the price of the goods to be bought and sold. In a Sale and Purchase Agreement between the seller and the buyer there are certain risk factors. If the object of the sale and purchase consists of land or certain goods, the risk of the land or goods lies with the buyer from the moment the

purchase agreement is made. Even if delivery of the goods has not occurred, the seller demands payment of the price if the land or goods are destroyed (Article 1460 of the Civil Code). There are two ways to transfer land rights, namely transfer and assignment. Transfer indicates a transfer of rights carried out without legal involvement by the owner, for example through inheritance. This is different from transfer, which explains that the transfer of land rights is carried out by involving legal actions carried out by the owner, for example by buying and selling. After the enactment of the Basic Agrarian Law, the transfer of land rights is based on Government Regulation Number 10 of 1961 concerning Land Registration (PP No. 10 of 1961) as amended by Government Regulation Number 24 of 1997 concerning Land Registration (PP No. 24 1997).

In National Land law, buying and selling land is based on customary law. According to the provisions of Article 37 of Government Regulation no. 24 of 1997 concerning Land Registration (PP No. 24 of 1997) this transfer of land rights can be carried out legally, such as exchange, sale and purchase, entry into a company and other legal acts. This can be proven by making a deed before the PPAT. Government Regulation no. 24 of 1997 and Regulation of the Head of the National Land Agency no. 1 of 2006 and Regulation of the Minister of Agrarian Affairs/Head of BPN No. 3 of 1997 explains the formal provisions or form, content and method of making a deed of transfer of land rights. (Purbacaraka and Soekanto, 1979). The transfer of land rights through sale and purchase according to customary law is a legal act in which the seller hands over the land he is selling.

to the buyer forever when the buyer pays the price of the land to the seller, even though the price paid is only part. Land sale and purchase is an agreement made by one of the parties where this is done to bind one party in handing over the land and the other party can pay a predetermined price, this can be explained in Articles 1457, 1458 and 1459 of the Civil Code.

#### **B. Legal consequences of carrying out uncertified land sale and purchase transactions in Grobogan Regency**

The sale and purchase of land that has not been certified can give rise to legal issues. The UUPA does not clearly explain the issue of buying and selling land itself. Before the UUPA came into effect, the issue of buying and selling land was regulated in Western Law (BW) and customary law. However, after the UUPA came into effect, the meaning of buying and selling land was no longer included in the agreement contained in Article 1457 in conjunction with Article 1458 of the Indonesian Civil Code. In order to obtain legal certainty, the community is obliged to register the transfer of land rights if the community takes legal action where they carry out this action at the same time as the transfer of land rights, namely buying and selling. Overall, in the transfer of land ownership rights for sale and purchase, which must be registered and certified even though it has not been registered by the government, this provision is based on Article 19 of the UUPA as stated in Article 23 paragraph (1) of the UUPA, where in determining the provisions of Government Regulation no. 24 of 1997 concerning Land Registration.

The transfer of land rights during the sale and purchase of land that has not been registered will give rise to legal consequences, namely detrimental to the land rights holder because there is no guarantee of legal certainty and certainty of land rights, where they can physically control it, but in accordance with the provisions of Article 19 of the UUPA and in accordance with Government Regulation no. 24 of 1997 concerning Land Registration, and many land sales and purchases have been found that have not been registered by the Government, this is because there is no guarantee of legal certainty. People carrying out land buying and selling transactions without certificates are safe and there have been no problems to date. The legal consequences of carrying out land sales and purchases without a certificate are:

- In cases where land sales and purchases are carried out through the Village Head/Lurah via a receipt, it will still be valid because there is physical evidence, namely in the form of a receipt signed by various parties, namely the seller (husband and wife) and the buyer (husband and wife), or through the Head. Village with a land sale and purchase statement letter attended by both

parties, namely the Village Head and witnesses from village officials as well as one party from local residents. Everyone involved in the sale and purchase of land here signs a statement letter. Even though the law is legal, buying and selling land without a certificate is invalid and still loses because it does not comply with applicable procedures.

- Buying and selling land without a certificate according to Mrs. Endang Sri Wukiryatun, as Notary and PPAT of Grobogan Regency, said that there is no problem, but she still advises the public or parties who will buy and sell land to still go to PPAT to make a certificate if they have there is a fee. This is done to obtain legal certainty in accordance with applicable regulations. (Wukiryatun, 2023).

Legal consequences of implementing land buying and selling without a certificate in Grobogan Regency. Buying and selling land without a certificate, according to Mrs. Endang Sri Wukiryatun, as Notary and PPAT of Grobogan Regency, said that buying and selling land without a certificate is no problem, but people are advised to buy and sell the land to PPAT to make a certificate if they have the money. This is done because it requires legal certainty in accordance with applicable regulations. (Notaris and Wukiryatun, interview 11 January 2023). With the sale and purchase of land without a certificate, it is very likely that this could lead to a transfer of land rights and an uncertain transfer of land rights, as well as legal certainty and legal certainty that is not guaranteed. The legal consequences of buying and selling land without a certificate in Grobogan Regency remain legal, the legality cannot be said to be valid because there is no certificate.

### **C. The land sale and purchase stages have not yet been certified so that they can be carried out**

Buying and selling land without a certificate does not have proof of ownership, this is a problem that is a source of conflict in society. (Urip Santoso, 2015). Later, problems arose, the legality of the land being sold or purchased was challenged. Some are then resolved by discussion or amicable, some are taken to court, some are taken by shortcuts, disputes and even bloodshed. In the implementation of buying and selling land without a certificate, this is done verbally, there is a system agreed to by both parties and the local government can also be used as a witness. The author made observations, apart from that the author also conducted interviews with the local government and buyers who carried out land buying and selling transactions without this certificate. Buying and selling land without a certificate still often occurs and is carried out to this day. To provide convenience to

The community regarding the sale and purchase of land is not carried out simply by giving a trust or through receipts, as for the method of producing proof of land sale and purchase which is carried out in the presence of the Village Head/Lurah, namely:

1. Both the seller and the buyer go to the village head's office or go to the sub-district office and then both parties enter into a mutual agreement to then measure the area of land to be bought and sold and the witnesses can consist of the village head or local sub-district head and/or those who work. at the village or sub-district head's office, residents who live around the land that will be traded can also be witnesses.
2. After the measurements, the buyer pays the agreed amount of money.
3. After paying what has been agreed upon, all witnesses who attend the land sale and purchase activity will then be asked to sign as witnesses on the sale and purchase document.

All elements of private land contain the same elements, namely whether they directly or indirectly originate from the rights of the nation which demands the rights of all communities or together. The essence of land rights which further includes elements of togetherness is strengthened by Article 6 of the UUPA which contains social functions. (Fairuzaman, et al, 2022).

The expansion of provinces, regencies, sub-districts and villages as well as merging villages is an obstacle to registering the land. The following are problems that will arise in the future (1) The principle of good governance, namely an important principle which many government officials still do not understand so that there is a reluctance to disclose all information available to the public; (2) The implementation of land registration is not yet optimal; (3) Lack of knowledge, discipline,

and consistency of BPR officials in carrying out land registration services; (4) The new supervision system has not changed so that the supervision carried out is still less than good (Sutedi, 2014). Whether or not carrying out buying and selling activities is legal is determined by material requirements, namely:

1. General conditions for the validity of a legal act (Article 1320 Civil Code)
2. The buyer is required to fulfill the criteria to subsequently become the person responsible for the land.
3. Required to comply with written provisions (Landreform)
4. Carrying out transactions must be open, cash and real in front of witnesses.

Land sales and purchases carried out using receipts are valid according to law, if the material conditions mentioned in the context above are met.

### CONCLUSION

1. For the implementation of land buying and selling activities as stated in positive law in Indonesia, it is mandatory to make a land deed in front of/in the presence of a Land Deed Making Official (PPAT) who has the authority and then prove it with a sale and purchase deed. The act of buying and selling land where the land has not been registered and then proving it with a sale and purchase deed from one of the PPATs according to the law is still considered valid. The sale and purchase deed can be used as evidence which can then be used to register the land for the first time then the one who does it is the National Land Agency through land office around the place.
2. The legal consequences of implementing the sale and purchase of land without a certificate in Grobogan Regency. In the sale and purchase of land without a certificate, it is very possible that legal consequences will arise, namely the inability to transfer rights to the land, the absence of certainty regarding the transfer of land rights, and the absence of guarantees of certainty. in the law and legal protection therein. The sale and purchase of uncertified land as a result has been determined in Grobogan Regency to remain valid, but in legal terms it is not considered legal because there is no certificate for the land. So for all people who own land that has not been certified, if they have the funds to immediately take care of it so that they have certainty in the applicable law.
3. The stages of buying and selling land that has not been certified can be carried out in the following way: All parties who want to buy and sell land go to the village office or sub-district office, then carry out the agreement that has been made to measure the land to be bought and sold and all those present there, the village head or village head and Existing staff or people living around the land that will be bought and sold will then become witnesses to the sale and purchase of uncertified land. After the land has been measured, the data from the measurement is then written into a special village book, then finished. In the sale and purchase, the buyer is required to pay the mandatory money that has been required to be paid and voluntary money, after carrying out the transaction openly and in cash, all parties from the witnesses in the sale and purchase are required to sign a letter which contains a statement of land sale and purchase. has taken effect.

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