



Cancellation of Deed of Sale and Purchase of Land Rights Because the Object of the Agreement Does Not Match the Agreed Agreement

Mega Sari Purba¹, Roida Nababan^{2*}, Sovia Febrina Tamaulina Simamora³
Fakultas Hukum, Universitas HKBP Nommensen, Medan

Corresponding Author: Roida Nababan roidanababan@uhn.ac.id

ARTICLE INFO

Keywords: Land, Potential Cancellation, Cancellation of Land Sale, Purchase Deed, Legal Consequences

Received : 01 January 2025

Revised : 22 January 2025

Accepted: 24 February 2025

©2025 Purba, Nababan, Simamora:
This is an open-access article distributed under the terms of the [Creative Commons Attribution 4.0 International](https://creativecommons.org/licenses/by/4.0/).



ABSTRACT

Land is an important object in human life that can be transferred by means of sale and purchase, which transfer is stated in the Deed of Sale and Purchase (AJB). In this study, the author focuses on the Cancellation of the Deed of Sale and Purchase of Land Rights Because the Object of the Agreement Does Not Match the Agreed Agreement, as a discussion of the research, the author raises the formulation of the problem that will be studied by the Author is to analyze How are the legal consequences of the cancellation of the deed of sale and purchase of land rights and the factors causing the cancellation of the sale and purchase agreement of land rights according to Permen ATR / BPN No. 24 of 1997 Article 37 Concerning the transfer of land rights. The research method used is normative legal research with descriptive analytical data analysis and using data collection tools, namely secondary and primary data. Based on the results of the study, it can be concluded that there are several factors for the cancellation of a land sale and purchase agreement because the object of the agreement does not match the agreed agreement, one of which is because it is canceled due to the failure to fulfill the requirements stipulated by law, the type of formal agreement which results in the agreement being canceled by law and the legal consequences of the cancellation of the sale and purchase agreement, namely all conditions must be returned to their original state when there was no legal act.

INTRODUCTION

Land in human life has a very important role because it is a source of welfare, prosperity and life. In addition, land has a close relationship with humans because land has economic value for human life and can produce natural resources for many people. This is regulated in Article 33 paragraph 3 of the 1945 Constitution which states: "The land, water and natural resources contained therein are controlled by the state and used as much as possible for the prosperity of the people". With the enactment of Law Number 5 of 1960 concerning Basic Agrarian Principles, an integrated agrarian legal system was formed in Indonesia. One of the derivative regulations is Government Regulation Number 24 of 1997 concerning Land Registration (PP No. 24 of 1997), which regulates the governance of land administration. The authority to manage land administration is given to the National Land Agency of the Republic of Indonesia (BPN). At the regional level, there is a land office as a BPN work unit that operates in every district or city. In carrying out its duties, the land office is assisted by the Land Deed Making Officer (PPAT), who is responsible for part of the land registration process, especially by making deeds as evidence and the basis for land registration.

One of the main roles of the PPAT is to handle land sale and purchase transactions. Sale and purchase is a form of transfer of land rights, which can occur through various mechanisms such as grants, exchanges, separation and division of joint assets, and inclusion of assets in a company.

The implementation of the sale and purchase of land rights must be carried out before the Land Deed Making Officer (PPAT) as proof that the transaction has met the applicable legal provisions. The PPAT then prepares a Sale and Purchase Deed as an official document that validates the transfer of land rights. After the deed is made, the next step is to register it at the local Land Office according to the location of the land being traded. The Sale and Purchase Deed signed before the PPAT serves as legal proof that there has been a transfer of land rights, including payment of the agreed price. In addition, this deed also confirms that the official buyer becomes the new rights holder with proof of legal ownership of the land.

According to Article 1457 of the Civil Code, a sale and purchase agreement is a reciprocal agreement, in which one party (the seller) is committed to handing over his/her goods to another party (the buyer), while the buyer is obliged to pay a sum of money in return for the goods obtained. The goods that are the object of the sale and purchase must be clear in form and quantity at the time the ownership rights are transferred to the buyer. A sale and purchase agreement is considered valid if there has been an agreement regarding the goods and their price. After both parties reach this agreement, the sale and purchase agreement is legally formed. Every agreement made by fulfilling the legal requirements is binding like a law for the parties who agree to it. This process involves various parties, including the seller, buyer, and the Land Deed Making Officer (PPAT) who is tasked with making the sale and purchase deed as legal evidence of the transfer of land rights. In practice, a land sale and purchase agreement must meet

the requirements for a valid agreement as regulated in Article 1320 of the Civil Code (KUHPerdata), namely:

1. Agreement of Those Who Bind Themselves;
There is an agreement between the two parties involved in the agreement. This agreement must be reached freely, without any coercion, pressure, or deceit. Agree to be bound by each other.
2. Capacity to Make a Contract;
Both parties who make the agreement must have the legal capacity to carry out legal acts. This legal capacity is generally possessed by people who are adults and of sound mind. The ability to make an agreement.
3. A Certain Thing;
The object or thing that is the subject of the agreement must be clear and certain. It must not be vague or still contain elements of uncertainty. There is something certain.
4. A Lawful Cause;
The purpose or reason behind making the agreement must be lawful and not contrary to law or public order A lawful cause.

Every agreement involves a subject of the agreement who is obliged to carry out legal actions in accordance with the provisions of the legislation. The subject of this agreement can be an individual who has the authority to act legally, namely those who have reached the age of 21 years or more. However, a person who is not yet 21 years old can also be considered legally competent if they are married, have a healthy mental condition, and are not under guardianship.

In practice, the Land Sale and Purchase Agreement (PPJB) is generally made in the form of an authentic deed drawn up before a notary. This deed has perfect evidentiary power, so that it can provide protection and legal certainty for the parties involved. With the help of a notary, the parties can formulate the provisions to be agreed upon in the sale and purchase agreement.

In land sale and purchase transactions, the Sale and Purchase Deed (AJB) acts as an official document that proves the transfer of land ownership rights from the seller to the buyer. The AJB is drawn up by the Land Deed Making Officer (PPAT) and must include information that is in accordance with the agreement of both parties. However, in some cases, there is a difference between the object agreed upon and that written in the sale and purchase deed. This discrepancy can cause legal problems, including the possibility of cancellation of the deed.

Cancellation of a land sale and purchase deed due to the discrepancy between the object of the agreement is a complex issue and requires in-depth legal study. This discrepancy can occur for various reasons, such as errors in address writing, inappropriate land area, or inaccurate description of the object. This error can be caused by negligence of the PPAT, carelessness of the parties involved, or even an element of fraud. There are several phenomena that occur in society such as cases of problems that cause land sale and purchase agreements to be canceled. One reason for cancellation is the discrepancy between the object

of the agreement and what was agreed upon. This discrepancy can be in the form of a difference in the location or place of the land that has been agreed upon, or the legal status of the land that does not match that stated in the deed of sale and purchase, etc. This discrepancy can cause losses for the parties who feel they are not getting the rights they should.

In Decision No. 3542 K/Pdt/2019 Regarding the cancellation of land sale and purchase that is not in accordance with the initial agreement, the Causal Factor for the cancellation of the land sale and purchase agreement was canceled due to the Inconsistency of the Object of the Agreement, there was an error in writing the address of the land that was the Object of the Agreement. The land sale and purchase agreement made by the parties was declared null and void because the land that was used as the Object of the Agreement did not comply with the agreement agreed upon regarding the Place or location and the land.

As explained in Article 1446 of the Civil Code, the Agreement is defective in will, meaning that the agreement was made due to an error or fraud that harmed the other party. In addition, it can also happen that the agreement made was due to coercion, or there was an element of fraud that could harm one of the parties. Therefore, the agreement in question can be canceled. Of the several things contained in the agreement, what caused the agreement to be defective in will, namely not in accordance with what had been agreed upon by both parties, because in the agreement there was a substance of coercion, an error of one of the parties, or there was an element of fraud, then one of the parties can request cancellation of the agreement.

In principle, an agreement cannot always run according to the agreement that has been agreed upon by the parties. In certain situations, circumstances may arise that cause the agreement to end in cancellation. Based on the explanation that has been described previously, the author is interested in studying this problem in more depth in a thesis entitled "Cancellation of a Deed of Sale and Purchase of Land Rights Because the Object of the Agreement Does Not Match the Agreed Agreement".

LITERATURE REVIEW

In the Civil Code (KUHPerdata), Article 1320 regulates the requirements for a valid agreement, which include agreement of the parties, legal capacity, certain objects, and lawful causes. If one of these requirements is not met, the agreement can be canceled or considered null and void by law. In addition, Article 1457 of the Civil Code defines a sale and purchase as a reciprocal agreement between the seller and the buyer, which binds both parties based on an agreement regarding the object and price. Inconsistencies between the object of the agreement and the deed of sale and purchase can cause legal disputes that lead to the cancellation of the deed. More specific laws and regulations, such as the Regulation of the Minister of Agrarian Affairs and Spatial Planning/National Land Agency (Permen ATR/BPN) No. 24 of 1997 Article 37, also regulate the transfer of land rights. This regulation emphasizes that every land sale and purchase transaction must be carried out with a deed made by a Land Deed Making Officer (PPAT) to ensure legal certainty. However, in practice, there are various cases where the deed of sale and purchase is canceled due to the

inconsistency of the object of the agreement, for example, differences in location, land area, or legal status of the land that does not comply with what has been agreed. One example of a relevant case is Decision No. 3542 K/Pdt/2019, which cancels the sale and purchase agreement due to an error in writing the land address in the deed of sale and purchase. In legal theory, cancellation of an agreement can occur in two forms: null and void and can be canceled. Cancellation occurs if the agreement violates imperative legal provisions, so that the agreement is considered never to have existed. Meanwhile, a cancelable agreement is an agreement that is still valid but can be canceled through a court decision at the request of one of the parties who feels aggrieved. In the case of land sales and purchases, cancellation often occurs due to a defect in will, such as error, fraud, or coercion, as regulated in Article 1446 of the Civil Code.

Cancellation of a deed of sale and purchase has various legal consequences, one of which is the return of the condition to its original condition before the agreement was made. The seller must return the money that has been paid by the buyer, minus any costs that may have been incurred in the transaction process. In addition, the buyer can claim compensation for losses suffered due to the cancellation of the agreement. Therefore, caution in preparing the deed of sale and compliance with legal procedures is an important aspect to avoid disputes that can lead to the cancellation of the agreement.

METHODOLOGY

The research method applied in this study is the Normative Juridical research method. This research was conducted by examining materials sourced from primary legal materials, secondary legal materials, and tertiary legal materials, including:

1. Primary Legal Materials

Primary legal materials are sources of legal law that come directly from valid and binding laws and regulations in accordance with applicable legal provisions. Primary legal sources include:

- a. Article 33 paragraph 3 of the 1945 Constitution concerning state control over the earth, water, and natural resources contained therein, this article also regulates the use of these natural resources for the welfare of the people.
- b. Law Number 5 of 1960 concerning Basic Agrarian Principles.
- c. Civil Code (KUHPerdata) Article 1320 As the main source regulating agreements, rights and obligations of the parties involved in the agreement,
- d. Regulation of the Minister of ATR/BPN No. 24 of 1997 Article 37 Concerning Transfer of Land Rights.

2. Secondary Legal Materials

Secondary legal materials are legal materials that provide an explanation of primary legal materials related to the contents of legal materials and their implementation, where the legal materials can be analyzed and understood more broadly. Which consists of books, legal journals, opinions of scholars (doctrines), legal cases, jurisprudence, and legal theses, which are related to the problems in this study.

3. Tertiary Legal Materials

Tertiary Legal Materials are legal sources that provide explanations and additional information that can help in understanding primary legal sources and secondary legal sources contained in this study in the form of legal dictionaries, the great dictionary of the Indonesian language, bibliographies, etc.

RESEARCH RESULT AND DISCUSSION

1. Legal Consequences of Cancellation of Deed of Sale and Purchase of Land Rights Because the Object of the Agreement Does Not Match the Agreed Agreement

Based on Article 1457 of the Civil Code, which states that "sale and purchase" is an agreement in which one party binds himself to hand over an object and the other party acting as the buyer binds himself to promise to pay the promised price. Article 1458 of the Civil Code states that a sale and purchase agreement is deemed to have occurred between the seller and the buyer immediately after they reach an agreement on the object and its price, even though the goods have not been delivered or the price has not been paid.

In the practice of buying and selling land, there is a possibility of disputes that can have an impact on the cancellation of the Deed of Sale and Purchase (AJB) either legally or through cancellation. Cancellation of AJB through a court decision can occur due to various factors, such as errors or negligence of the Land Deed Making Officer (PPAT) in preparing the deed, or errors or negligence of the parties involved in the agreement.

The negligence stated in the deed can be the basis for the seller or buyer to file a lawsuit. If the AJB made by the PPAT is declared invalid in a lawsuit, then its invalidity must be proven from several aspects, namely the external, formal, and material aspects. Cancellation itself is a statement stating that an action or legal act can be canceled on the basis of a claim recognized by law.

In legal theory, cancellation can be divided into two things: Canceled by law and can be canceled. It is called canceled by law if the cancellation occurs due to law. Canceled by law means that the relevant legal action is considered never to have occurred. There is a possibility of cancellation, which means that the decision whether the agreement will be canceled or not depends on the party that made it. While an action that can be canceled can only be applied after a judge's decision cancels the Action. These provisions remain in effect before there is a Decision. Article 1266 paragraph (1) of the Civil Code states that the cancellation conditions are considered to be included in a reciprocal agreement if one of the parties to the agreement denies what has been agreed. Article 1266 paragraph (2) of the Civil Code states that the cancellation of an agreement must be carried out by a judge with a decision. Article 1266 Paragraph (3) of the Civil Code emphasizes that even though the agreement has included a cancellation condition, the cancellation must still be carried out in accordance with applicable provisions. The Land Deed Making Officer (PPAT) has a crucial role in ensuring legal certainty, order, and legal protection through the creation of authentic deeds, which function as strong evidence. Cancellation of a land sale and purchase agreement can have significant legal impacts on both parties, both the

seller and the buyer. In the civil law system in Indonesia, the cancellation of this agreement is regulated in various provisions contained in the Civil Code (KUH Perdata), especially in Article 1266 and Article 1267.

The following is a description of the legal consequences:

1. Termination of the Agreement

Cancellation results in the termination of the agreement between the seller and the buyer. This is in accordance with the provisions in Article 1266 and Article 1267 of the Civil Code, which state that the parties can release themselves from the obligations that have been determined in the agreement. Article 1266 of the Civil Code (KUH Perdata) explains that Cancellation of an Agreement must be done through the courts, unless there is another agreement that regulates the cancellation procedure in the contract itself. In other words, if one party does not agree with the cancellation submitted by the other party, then the legal process must be followed to resolve the dispute. Unilateral cancellation without a clear legal basis can be considered an act of breach of contract. In this case, the party who feels aggrieved has the right to file a lawsuit to obtain compensation for the losses suffered due to the cancellation. Therefore, it is very important for the parties to understand the legal provisions governing the cancellation of an agreement in order to take the right steps and avoid potential conflicts in the future.

2. Refund

The seller is required to refund the money paid by the buyer, after deducting a certain percentage to cover the costs incurred by the seller. In addition, there is also a fine that must be paid by the buyer to the seller, according to the agreement that has been made. In the case of cancellation, the seller is required to refund the down payment or payment received from the buyer. However, this refund is usually reduced by certain costs incurred by the seller during the transaction process, such as administration fees or taxes. In addition, in some cases, land purchase contracts often include a penalty clause for parties who unilaterally cancel the agreement without a valid reason.

In the case of cancellation, the seller is required to refund the down payment or payment received from the buyer. However, this refund is usually reduced by certain costs incurred by the seller during the transaction process, such as administration fees, taxes, or other relevant costs. The amount of this deduction is usually determined in the sale and purchase agreement or based on applicable policies.

In addition, in some cases, land purchase contracts often include a penalty clause for parties who unilaterally cancel the agreement without a valid reason. This penalty can be a certain amount of money or a percentage of the transaction value, which aims to compensate for the losses experienced by the injured party. This clause aims to provide legal certainty and avoid unilateral cancellation of transactions that can harm one of the parties.

If there is a dispute regarding the refund or fine, the settlement can be carried out through a mechanism that has been agreed upon in the contract, such

as deliberation, mediation, or legal channels in accordance with applicable regulations.

2. Factors Causing the Cancellation of the Sale and Purchase Agreement of Land Rights According to the Regulation of the Minister of ATR/BPN No. 24 of 1997 Article 37 Concerning the Transfer of Land Rights

Basically, Article 50 Paragraph (1) of Law Number 48 of 2009 concerning Judicial Power states that every cancellation must include clear and detailed reasons. The article emphasizes that court decisions must not only contain arguments or reasons and the basis for the decision, but must also refer to certain articles in the relevant law or unwritten legal norms in society that serve as references in the judicial process. In carrying out their duties, judges in accordance with Article 5 Paragraph (1) of the Judicial Law are required to identify the legal values and principles of justice that apply in society.

According to Rawls, justice is basically justice that prioritizes responsible individual freedom. Court decisions must be able to provide justice or at least provide a dispute resolution that is beneficial to the parties.

According to applicable laws and regulations, it has been stated that there are several basic elements that can be used as a basis for canceling a land sale and purchase agreement that has been signed with a deed of sale and purchase issued by the Land Deed Making Officer, which can be divided into several categories as follows:

1. The existence of Formal Requirements That Are Not Fulfilled In a sale and purchase agreement

The parties involved can enforce their commitment by applying penalties that serve as a warning or supervision for them to fulfill their obligations as stated in the agreement. Although the law adheres to the concept of freedom of contract, as a notary, it is still important to be careful when drafting documents requested by the parties, to ensure that the provisions do not conflict with general law, public order, ethics, and related considerations. According to one legal expert, a formal agreement is an agreement that is not only based on an agreement between the parties, but must also meet certain formal requirements in order to have legal force. These requirements include the form of the agreement that must be made in a certain format, such as an authentic deed or a private deed. An authentic deed is a document drawn up by or before an authorized official and serves as evidence of an event that is the basis for rights or obligations, so that it binds both the maker and the third party. Meanwhile, a private deed is a document made directly by the parties without involving an authorized official.

2. Void due to failure to fulfill one of the conditions for the validity of the agreement

The cancellation of an agreement occurs if the conditions for its validity are not met. These conditions consist of four main elements. First, there is an agreement between the two parties. Second, the legal capacity of the parties to act. Third, the existence of a certain object. Fourth, there is a legally valid reason. This provision refers to Article 1320 of the Civil Code. According to Subekti, these

four conditions are classified into two categories, namely subjective conditions and objective conditions. The first and second conditions fall into the category of subjective conditions, where if one or both are not met, the agreement can be canceled or one party can submit a request for cancellation. However, if cancellation is not requested, the agreement is still considered valid, so that the initiative to cancel depends entirely on the parties involved. The third and fourth conditions in an agreement fall into the category of objective conditions.

If one or both of these conditions are not met, the agreement will be automatically canceled according to law. Consequently, the agreement is considered never to have existed, so that the intention of the parties to form a legal relationship is not realized. Therefore, there is no legal basis for the parties involved to sue each other in court, or what is known as null and void.

3. Void due to the fulfillment of the void conditions in the conditional agreement

Conditional agreements are divided into two types, namely agreements with tough conditions and agreements with void conditions. Agreements with tough conditions apply only after the agreed conditions are truly met. On the other hand, agreements with void conditions have begun to apply, but will end or become invalid if the event that is the condition occurs. In practice, void conditions are often included in the agreement clause that regulates the possibility of cancellation, including the causes and impacts for the parties.

Cancellation of a contract that has been regulated in the agreement (termination) can be done by stating the reasons for termination clearly in the agreement. In this case, the agreement contains various reasons that allow one or both parties to terminate the agreement. Therefore, not all forms of default can be used as a basis for terminating the agreement, but only defaults that are explicitly stated in the agreement.

In addition, contracts can also be canceled based on the agreement of both parties. Basically, this is only an affirmation, because even though it is not specifically stated in the agreement, legally, the contract can still be terminated if agreed by the parties. The waiver of Article 1266 of the Civil Code is also often included in agreements to regulate contract termination more flexibly. The waiver of this Article means that the parties can terminate the agreement without having to go through court procedures, but rather based on their own agreement. However, the waiver of Article 1266 of the Civil Code is still a matter of debate among legal experts and practitioners. In order to be valid, the waiver of Article 1266 must be expressly stated in the agreement. One basis that supports this is Article 1338 paragraph (1) of the Civil Code, which states that every agreement made legally binds the parties like a law.

Therefore, if Article 1266 is set aside in the agreement, then the parties are obliged to comply with it. In addition, the settlement process through the courts often requires large costs and a long time, so it is considered less efficient for the business world. In addition to regulating that termination of an agreement does not need to go through the courts, the agreement usually also includes provisions regarding the termination mechanism by the parties.

It is often stipulated in the agreement that before an agreement is terminated, the Party that does not fulfill its obligations must be given a warning to carry out its performance. This warning can be given two to three times. If after the warning the party concerned still does not fulfill its obligations, then the other party has the right to cancel the agreement unilaterally. The provision of this warning is in accordance with the provisions of Article 1238 of the Civil Code, which states that a debtor is considered negligent if he has received a letter of instruction or similar document stating his negligence, or if the agreement has stipulated that the debtor is considered negligent after a certain period of time has passed.

However, some legal experts and practitioners argue that default does not automatically cancel the agreement, but must first be submitted to the court. This opinion is based on the creditor's right to sue the debtor to continue to carry out his obligations in accordance with the contents of the agreement. The opinion stating that the cancellation of the agreement must go through the courts can cause obstacles if used by the debtor as a way to delay credit payments or the implementation of his obligations. This is due to the court process which takes a long time and is not cheap.

Therefore, it is necessary to make considerations based on each specific case, including by the parties who drafted the agreement, to determine whether default is automatically a reason for cancellation of the agreement or must first be submitted to the court.

4. Cancellation carried out by a party with special authority based on the Law

Cancellation of the agreement by a certain party is based on provisions that have been clearly regulated in statutory regulations. This means that there are legal norms that give authority to certain public institutions or officials to cancel certain agreements in accordance with applicable laws and regulations. This provision is emphasized in Article 6 Paragraph (2) of Law Number 24 of 2004 concerning the Deposit Insurance Agency (LPS), which states that LPS has the authority to handle banks that experience failure. The authority includes reviewing, canceling, terminating, and/or replacing contracts that bind failed banks, especially if there is involvement of a third party that causes losses to the bank.

5. Unilateral cancellation of an agreement

Unilateral cancellation of an agreement can be interpreted as the unwillingness of one party to fulfill the obligations that have been mutually agreed upon. Meanwhile, the other party still wants to carry out its obligations and expects compensation from the agreement. In law, an agreement that is made legally and meets the requirements according to law has binding force like a law for the parties who agree to it, as regulated in Article 1338 Paragraph (1) of the Civil Code. Paragraph (2) states that an agreement cannot be canceled unilaterally, unless there is an agreement from both parties or there is a reason that is legally recognized as a basis for cancellation.

Based on Article 1338 Paragraph (2) of the Civil Code, an agreement cannot be canceled unilaterally. If an agreement is canceled without mutual agreement, then the agreement loses its binding nature for the parties who have made it. In addition, Articles 1266 and 1267 of the Civil Code explicitly regulate the conditions for cancellation if one party does not fulfill its obligations. Cancellation of the agreement must be submitted through the court to prevent one party from unilaterally terminating the agreement on the grounds of default by the other party. Thus, there are certain factors that can be the basis for cancellation of a land rights sale and purchase agreement.

CONCLUSIONS AND RECOMMENDATIONS

Based on the discussion above, the following conclusions can be drawn:

1. Cancellation of the agreement between the seller and the buyer has significant legal consequences. In accordance with Article 1266 and Article 1267 of the Civil Code, cancellation allows the parties to release themselves from the obligations that have been agreed upon. Article 1266 of the Civil Code also emphasizes that cancellation of the agreement must be done through the courts. In the context of Cancellation of the Sale and Purchase Agreement (PPJB), there are sanctions in the form of fines that have been determined, based on the amount that the buyer must pay to the seller or the calculation of the delay per day. In addition, the seller is obliged to return the funds that have been received from the buyer, after deducting a certain percentage from the selling price of the land and buildings as compensation for the costs that have been incurred. The buyer also remains obliged to pay a fine to the seller according to the agreed provisions. The consequence of the cancellation of the Deed of Sale and Purchase in this case is that all conditions must be returned to their original state when the legal act in the deed in question had not occurred.
2. Factors causing the cancellation of the Land Sale and Purchase Agreement can be canceled if it does not meet the requirements set by law, especially in the type of formal agreement. In this case, incomplete requirements in a formal agreement result in the agreement being null and void. The cancellation of an agreement is generally related to the failure to fulfill the valid requirements of the agreement, which consist of four main elements. First, there is an agreement between the two parties. Second, the legal capacity of the parties to take legal action. Third, the existence of a certain object in the agreement. Fourth, there is a legitimate or lawful cause. If one of these requirements is not met, then the agreement can be considered invalid and void.

In writing this journal, the author realizes that there are still various shortcomings, both in terms of language, writing style, and presentation methods, which are caused by the author's limited knowledge and abilities. Therefore, in order to improve the quality of this journal, the author greatly expects input and constructive criticism from various parties, and PPAT needs to be more careful in verifying land objects before preparing a Deed of Sale and

Purchase (AJB) to prevent disputes due to inconsistencies in the agreement. The government must strengthen regulations and supervision of land sale and purchase transactions, while the public also needs to improve their understanding of the law before making transactions. Dispute resolution should prioritize mediation before being brought to court. In addition, further research is needed on the effectiveness of the AJB cancellation mechanism and its social and economic impacts in order to increase legal certainty and prevent potential losses for the parties involved.

ADVANCED RESEARCH

In writing this journal, the author realizes that there are still various shortcomings, both in terms of language, writing style, and presentation methods, which are caused by the author's limited knowledge and abilities. Therefore, in order to improve the quality of this journal, the author greatly expects input and constructive criticism from various parties, and PPAT needs to be more careful in verifying land objects before preparing a Deed of Sale and Purchase (AJB) to prevent disputes due to inconsistencies in the agreement. The government must strengthen regulations and supervision of land sale and purchase transactions, while the public also needs to improve their understanding of the law before making transactions. Dispute resolution should prioritize mediation before being brought to court. In addition, further research is needed on the effectiveness of the AJB cancellation mechanism and its social and economic impacts in order to increase legal certainty and prevent potential losses for the parties involved.

REFERENCES

- Abdulkadir Muhammad, *Hukum Perdata Indonesia, Citra Aditya Bakti, Bandung*, 2010, hal. 291
- Akub, M.S., & B. Badar. 2012. Wawasan Due Process of Law dalam Sistem Peradilan Pidana. Yogyakarta: Rangkang Education, hlm. 19.
- Anggradini, C. (2021). *Tinjauan Yuridis Tentang Pembatalan Perjanjian Menurut Kitab Undang-Undang Hukum Perdata* (Doctoral dissertation, Universitas Islam Negeri Sultan Syarif Kasim Riau).
- Aulia, A. *Prinsip Kehati-hatian PPAT Dalam Proses Pengikatan Jual Beli Tanah Sebagai Perwujudan Kepastian Hukum. Recital Review*, 4(1),2022. hal. 244-278.
- Burhan Ashofa, *Metode Penelitian Hukum*,(Jakarta: PT Rineka Cipta, 1996), hal 20-22
- Cipta, R. A. (2020). Akta Pengikatan Jual Beli Tanah Sebelum Dibuatnya Akta Pejabat Pembuat Akta Tanah. *Notarius*, 13(2), 890-905.
- Darda Syahrizal, *Kasus-kasus Hukum Perdata di Indonesia*,Yogyakarta,Pustaka Grhatama,2011, hal.101
- Gaol, S. L. (2021). Keabsahan Akta Perjanjian Pengikatan Jual Beli Tanah Sebagai Dasar Pembuatan Akta Jual Beli Tanah Dalam Rangka Peralihan Hak Atas Tanah Dan Penyalahgunaan Keadaan (Misbruik Van Omstandigheden). *Jurnal Ilmiah Hukum Dirgantara*, 11(1).
- Genta, E. (2025). *Implementasi Perjanjian Jual Beli (Pjb) Dan Akta Jual Beli (Ajb) Berdasarkan Hasil Verifikasi Bea Perolehan Hak Atas Tanah Dan Bangunan (BPHTB)* (Doctoral dissertation, Universitas Lampung).
- Hanif Putro Utomo, *Akibat Hukum Terhadap Pembatalan Perjanjian Jual Beli Tanah Secara Sepihak*, UNISKA Repository, 2025
- Johny Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif*, (Surabaya:Bayumedia, 2008), hal. 295
- K. Wantjik Saleh, *Hak Anda Atas Tanah*, Jakarta: Ghalia Indonesia,1982, hal. 7
- Kitab Undang-undang Hukum Perdata
- Larasati, S. A. (2022). *Pembatalan Perikatan Jual Beli Tanah Kavling Akibat Wanprestasi* (Doctoral dissertation, Universitas Bhayangkara Surabaya).
- Marzuki, Peter Mahmud. *Kamus Istilah Hukum*. Surabaya: Airlangga University Press, 2018.

PIHAK, S. P. Pembatalan Akta Pengikatan Jual Beli Yang Dilakukan Dihadapan Notaris Oleh Salah.

Undang-Undang Nomor 24 Tahun 2004

Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok- Pokok Agraria

Wahyu Setiawan, Supriadi, dan Sahrul, *Pembatalan Akta Pengikatan Jual Beli Tanah*. (Studi Kasus Perumahan Griya Bukit Hijau di Kota Palu), *Legal Opinion* Vol 6 No. 3 Tahun 2018, hal. 268

Wardhani, L. C. (2017). *Tanggung Jawab Notaris/PPAT terhadap Akta yang Dibatalkan oleh Pengadilan* (Doctoral dissertation, Universitas Islam Indonesia).

Yuliska, E. (2020). Perjanjian Dan Perbuatan Melawan Hukum Dalam Perjanjian. *Normative Jurnal Ilmiah Hukum*, 8(1 April), 23-32.