



Legal Protection for Buyers for the Purchase of Inheritance Land Which the Master Certificate Has Not Been Split

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ABSTRACT

Land is a significant asset with economic, social, and legal value. This study examines the purchase of inherited land whose parent certificate has not been subdivided and the legal protection available to buyers. The research applies a normative legal method with a qualitative juridical approach, using literature studies, case analysis, and interviews with relevant parties such as land deed officials, notaries, and buyers. The study highlights that such transactions carry legal risks due to unclear object definitions under Article 1320 of the Civil Code. Legal protection for buyers is possible if conducted in good faith, administrative obligations are fulfilled afterward, and officials perform professionally. Proper legal procedures are strongly recommended to ensure legal certainty.

INTRODUCTION

Land plays an important role in the life of Indonesian society, not only as a source of livelihood but also as a means to support well-being. Therefore, regulations concerning the purchase and transfer of land rights become crucial to ensure legal certainty, especially for buyers involved in land transactions.

According to Article 20 paragraph (2) of the Basic Agrarian Law (UUPA), ownership of land can be transferred to another party through legal acts or legal events. A transfer resulting from a legal act occurs when the owner consciously surrenders their rights to another party. Conversely, a transfer resulting from a legal event occurs involuntarily, for example, when the owner passes away, causing the land rights to automatically transfer to the heirs. The process of transferring land rights can be carried out through mechanisms such as sale and purchase, exchange, grants, or inheritance.

The separation of the parent certificate as a result of the transfer of rights plays an important role in distinguishing land ownership and ensuring legal certainty for the heirs. Without subdivision, land under a single parent certificate is registered as joint ownership, making it unclear who has the right to sell it. In practice, land sale and purchase transactions are often carried out by heirs even though the parent certificate has not yet been subdivided.

The Land Deed Official (PPAT) is responsible for ensuring that land sale and purchase transactions are carried out legally and in accordance with the applicable laws and regulations. One of the stages in the execution of a sale and purchase deed is the settlement and verification of tax obligations beforehand.

However, the phenomenon in practice shows that many Land Deed Officials (PPAT) do not carry out the subdivision of certificates from the parent title and do not settle the payment of BPHTB, Income Tax (PPh), or conduct validation at the time of the sale and purchase transaction, as can be seen in several of the following cases:

1. Deed of Sale and Purchase No. 993/2006 was executed before Drs. Ade Komarudin, Head of Babelan Subdistrict. Mina Arianto purchased land from the late H. Hafiz Gandil. The transaction was carried out without subdivision of the certificate.
2. Deed of Sale and Purchase No. 42/BG/2003 was executed by H.M. Darip Mulyana, Head of Bantargebang Subdistrict. Tiarni Situngkir purchased land from Lian. The transaction was carried out without subdivision of the parent certificate, and the BPHTB and Income Tax (PPh) had not been paid or validated.
3. Deed of Sale and Purchase No. 785/BG/2000 was executed by H.M. Darip Mulyana, Head of Bantargebang Subdistrict. B. Suripno purchased land from Hasan. The transaction did not involve all of Lendo's heirs. The BPHTB, Income Tax (PPh), and subdivision of the certificate were not completed.

Based on the review, there are five studies with different focuses related to legal protection in land transactions. Puspa Wargianti's research examines the sale and purchase of inherited land without the consent of other heirs,

involving issues of missing certificates in Purworejo. Rosidah Aprianti Saad conducted research on the execution of sale and purchase deeds for a portion of land before the parent certificate was subdivided in Makassar, Gowa, and Maros. Altina Intan Nurfadila discusses legal protection in the sale and purchase of a portion of land when the subdivision certificate has been issued but the parent certificate has not yet been split, based on Decision No. 177/Pdt.G/2022/PN.Tjk. Nita Putri Febrianawati (UNS, 2018) focused her study on legal protection in the sale and purchase of inherited land through an analysis of Decision No 702/PDT/2015/PT.SBY. Meanwhile, Maiyyah Nadziroh discusses the imposition of mortgage rights on the parent certificate with respect to the holders of subdivision (splitzing) certificates

Based on the background described, this paper addresses two main issues: the regulation concerning the purchase of a portion of inherited land whose parent certificate has not yet been subdivided, and the legal protection available to buyers in such transactions. The study seeks to analyze the legal framework, examine the risks and uncertainties arising from incomplete certificate subdivision, and provide insight into the mechanisms through which buyers can secure their rights while ensuring compliance with applicable laws and administrative procedures.

LITERATURE REVIEW

Theory of Legal Protection

According to Satjipto Rahardjo, legal protection means providing protection for human rights that are harmed by others, so that society can exercise and enjoy the rights guaranteed by law.

Theory of Contract

According to R. Subekti, a contract is an event in which one party makes a promise to another, or both parties mutually promise to perform something. In the Indonesian Civil Code, Article 1320 stipulates that for a contract to be considered valid, it must fulfill four essential elements: (1) the consent of the parties, (2) the legal capacity of the parties, (3) a clear object or subject matter, and (4) a lawful cause or reason not prohibited by law.

METHODOLOGY

This research employs a normative legal approach, relying on the analysis of library materials (secondary data) and supporting interviews. The approaches used include the statute approach, case approach, analytical approach, and conceptual approach. The sources of legal materials consist of primary materials (the 1945 Constitution, the Civil Code, the 1960 Basic Agrarian Law, Law No. 1 of 2022, as well as land regulations and PPAT regulations), secondary materials (literature, prior research, scholarly articles, and expert opinions), and tertiary materials (dictionaries, encyclopedias, and indexes). Data collection was carried out through inventory, classification, and selection of relevant documents, while the analysis employed legal

interpretation (grammatical and systematic) and legal construction (analogy and legal refinement) to produce a comprehensive understanding and solution.

RESEARCH RESULT

Based on the study of inherited land transactions with unsubdivided parent certificates, it was found that sales often occur before the subdivision of certificates and before land rights are officially transferred at the National Land Agency (BPN). Many cases show that not all heirs are involved, tax obligations such as BPHTB are sometimes incomplete, and the buyer's legal ownership remains unclear despite having physical possession of the land and completing payment. Field studies of three cases indicate that although administrative formalities were not fulfilled, transactions were still considered valid under social norms and customary law, with the Sale and Purchase Deed (AJB) executed before local officials and witnessed by the community, while disputes were resolved through informal mediation (ADR). Legal protection for buyers is granted if they act in good faith, obtain approval from all heirs, and meet the validity requirements of agreements under Articles 1320 and 1338 of the Civil Code, although it is strongly recommended to complete formal procedures such as certificate subdivision and transfer of title registration at BPN to ensure stronger legal certainty.

DISCUSSION

Analysis of Regulations on the Purchase of Portions of Inherited Land with Unsubdivided Parent Certificates

Land law in Indonesia encompasses various aspects related to land management, including inheritance. In this context, inheritance refers to the distribution of rights over the deceased's land to their heirs.

Under the applicable law, land inheritance may give rise to various issues in its distribution, particularly when the land has not been subdivided into separate certificates corresponding to the portion inherited by each heir. One common problem arises when the inherited land is still registered under a parent certificate, which records the entire land area.

In the sale and purchase of inherited land where the parent certificate has not been subdivided, the execution of a Sale and Purchase Deed (AJB) before the Land Deed Official (PPAT) is a crucial step. Pursuant to Article 37 of Law No. 5 of 1960 on Basic Agrarian Principles (UUPA) and Government Regulation No. 24 of 1997 on Land Registration, the execution of an AJB constitutes a lawful procedure for the transfer of land rights.

Before the sale and purchase of inherited land is conducted, the validity requirements of a contract under Article 1320 of the Civil Code must be fulfilled, namely: There must be an agreement without coercion, the legal capacity of the parties, a clear object (land with definite boundaries and ownership status, including the subdivision of certificates), and a lawful cause. If these four requirements are met, the sale and purchase agreement is valid and binding on the parties as stipulated in Article 1338 of the Civil Code. Factually, there has been agreement, payment, and possession of the land object; however, legally, no transfer of rights has occurred because the name

transfer and certificate subdivision have not been completed. If the seller dies before this process is finalized, authority transfers to the heirs, who remain bound to execute the agreement as long as it is legally valid. This aligns with Subekti's theory, which states that if an agreement meets the legal requirements for validity, it binds the parties who made it and must be executed, even if circumstances change later, such as the death of one of the parties. Thus, the sale and purchase must still be respected and carried out by the heirs based on Articles 1320 and 1338 of the Civil Code.

According to Subekti, a contract is a legal event in which one party makes a promise to another, or both parties mutually promise to perform an act. Under civil law, this agreement is binding as stipulated in Article 1338 of the Civil Code (KUHPer), which states that 'all legally executed agreements shall have the force of law for the parties who enter into them.' This means that the rights and obligations arising from the agreement must be respected and fulfilled.

For the buyer, a valid agreement provides legal certainty because its status is equivalent to law. In line with Satjipto Rahardjo's view, the law functions to protect the rights of buyers acting in good faith, so that the agreement is not only legally binding but also serves as a basis for tangible legal protection. In practice, before a sale and purchase takes place, inherited land must undergo the process of name transfer to heirs. This involves the transfer of land rights from the decedent to the heirs, followed by the registration of the change in ownership at National Land Agency (BPN). This name transfer process requires several administrative steps, namely:

Heir Data: In the process of name transfer to heirs, the data of the deceased heir must be submitted in full, such as the death certificate, will (if any), or other documents that can verify the status of the relevant heir. In addition, it must be ensured that the land is indeed part of a legitimate inheritance and is accepted by the heirs in accordance with the applicable law.

The data of the legitimate heirs must also be included, which can be verified through birth certificates, family cards, or a court-issued certificate confirming the validity of the inheritance. Without clear evidence of who the lawful heirs are, the name transfer process cannot be carried out. As part of the name transfer process, the heirs are required to pay inheritance tax. This is a tax obligation on the inherited assets they receive. The tax is imposed in accordance with the applicable regulations in the area where the land is located. Payment of the inheritance tax must be completed before the name transfer registration can be finalized by the National Land Agency (BPN).

After the name transfer to heirs is completed and the previously undivided inherited land has been allocated according to each heir's share, the sale and purchase transaction can be carried out. This transaction must comply with the applicable regulations, with the execution of a Sale and Purchase Deed (AJB) before the Land Deed Official (PPAT) as an absolute requirement. This step ensures that the transfer of land rights is legally recorded and has binding legal force.

According to Government Regulation No. 24 of 1997 on Land Registration, a Sale and Purchase Deed (AJB) executed before the Land Deed Official (PPAT)

serves to record and legalize the transfer of land rights. The execution of a Sale and Purchase Deed (AJB) before the Land Deed Official (PPAT) is part of the administrative procedure that must be followed for the land sale and purchase transaction to be recognized by the state, and for the parties involved in the transaction to obtain legal rights to the purchased land.

The process of executing a Sale and Purchase Deed (AJB) before the Land Deed Official (PPAT) must consider several important aspects, including: Before the PPAT prepares the Sale and Purchase Deed (AJB), the parties involved in the transaction are required to submit valid documents. The identities of the parties, proof of land ownership (Certificate), and other necessary documents to ensure the legality of the transaction. After the AJB is executed, the PPAT will submit an application for the registration of the transfer of land rights to the National Land Agency (BPN). The BPN will then verify and record the change of ownership in the land register and issue a land certificate in the name of the buyer..

Sale and Purchase Tax: Taxes on land sale and purchase transactions must be paid in accordance with the applicable regulations. This includes the Duty on the Acquisition of Land and Building Rights (BPHTB), which must be paid by the buyer. Payment of this tax must be completed before the land registration and the issuance of the certificate in the buyer's name.

Thus, the purchase of a portion of inherited land whose parent certificate has not been subdivided must comply with all existing procedures, starting from the name transfer to heirs, subdivision of the land certificate, execution of the Sale and Purchase Deed (AJB), to the payment of the sale and purchase tax and inheritance tax. All these steps must be carried out carefully and in accordance with the regulations to avoid potential disputes in the future. Only after all these procedures are properly completed will the buyer's ownership rights to the land be legally recognized by the state.

Under Indonesian land law, the sale and purchase of a portion of inherited land whose parent certificate has not been subdivided often leads to disputes because the ownership status is unclear. According to Article 833 paragraph (1) of the Civil Code, heirs automatically acquire rights to all of the deceased's estate; however, these rights are held jointly and are not yet divided, so each heir does not have a definite portion.

A sale and purchase transaction without the consent of all heirs may be considered an unlawful act, and pursuant to Article 1365 of the Civil Code, the perpetrator is obliged to compensate for any resulting losses. In this case, heirs who feel aggrieved because the inherited land was sold without their consent may file a civil lawsuit to claim compensation.

For the sale and purchase of inherited land that has not yet been divided to be legally valid, the consent of all heirs is required, and it is advisable to record this consent in a deed before the Land Deed Official (PPAT) as official evidence of the transfer of rights. Even if consent has been given, the ownership status remains unclear until the parent certificate is officially subdivided. To reduce the risk of disputes, it is recommended that the heirs divide the inheritance first so that each share is clear. All parties need to understand the applicable law

and consult with a notary or PPAT to ensure the transaction is conducted proper procedure. In the event of a dispute, its resolution can be carried out through mediation, arbitration, or court proceedings, taking into account the rights and interests of all parties.

The regulation of the purchase of a portion of inherited land whose parent certificate has not been subdivided requires special attention, compliance with the law, and clear agreement among the heirs to ensure the legality of the transaction and prevent disputes. Inherited land under a single parent certificate that has not been divided causes each heir to hold unmeasured rights, making the ownership status unclear and creating legal uncertainty. Legally, ownership rights to the land can only be certified after the certificate has been subdivided in accordance with the Basic Agrarian Law (UUPA). This subdivision process is carried out by the National Land Agency (BPN) through a clear procedure to issue certificates in the name of the lawful owner.

If a sale and purchase is conducted before the subdivision of the parent certificate, the ownership status of the land is unclear, potentially causing legal losses for both the buyer and the seller. In practice, delays or disputes among heirs regarding the method of land division often hinder transactions and harm all parties. If no agreement is reached, the subdivision of inherited land can be carried out through the court in accordance with Article 1950 of the Civil Code to ensure a fair and equitable distribution. This process will take a considerable amount of time, and during the division, the land in question remains in an undivided status.

Buyers of inherited land whose parent certificate has not been subdivided face the risk of difficulty in obtaining legal ownership, even if the transaction is conducted in good faith and with the heirs' consent. This is because the certificate cannot yet be issued in the buyer's name, thus hindering the legalization of ownership rights. To obtain clear legal status, the buyer must ensure that the land has been divided and that certificates are issued in the name of each heir or entitled party.

In short, a buyer cannot rely solely on a sale and purchase agreement to obtain ownership of the land; administrative procedures and legal requirements must be fulfilled. Agreements with conditions for land division after the transaction are possible, but they require careful procedures, the involvement of a notary or PPAT, and legal guarantees that the heirs will complete the division and issuance of certificates. The agreement must clearly outline the rights and obligations of the parties, and if violated, it can be annulled or resolved through legal channels in accordance with Article 1338 of the Civil Code.

Parties who feel aggrieved by the purchase of inherited land that has not been subdivided may file a lawsuit for the annulment of the transaction or for a refund based on Article 1365 of the Civil Code regarding unlawful acts, because the land's status is not legally clear. To enhance legal certainty, heirs should carry out the subdivision of the certificate and the official division of the inheritance so that ownership rights are clearly recorded and transactions are safer. Overall, understanding legal procedures and regulations, such as Government Regulation No. 24 of 1997 on Land Registration and Government

Regulation No. 24 of 1998 on the Preparation of Land Deeds by the Land Deed Official (PPAT), is crucial to ensure that the sale and purchase of inherited land is legally valid and free from disputes.

In the case of inherited land, it is important to remember that the land cannot be sold by a single heir alone, unless there is consent from the other heirs or it has gone through a legally valid division procedure. Inherited land that has not been divided among the heirs has the potential to cause disputes and legal uncertainty. To prevent this, a legally valid division of inheritance should be carried out, followed by the subdivision of certificates and registration with the National Land Agency (BPN). In addition, the consent of all heirs is crucial, as each heir has legitimate rights to their portion of the inheritance, including the land, in accordance with Article 832 of the Civil Code. Therefore, if a portion of inherited land is to be sold, the other heirs must approve the sale.

If one of the heirs sells inherited land without the consent of the other heirs, the aggrieved heirs can file a lawsuit to annul the transaction in court. Therefore, communication and agreement among the heirs are very important. The Land Deed Official (PPAT) plays a crucial role in ensuring that every land sale and purchase transaction, including those involving inheritance, complies with the law and that all required documents are complete.

The Land Deed Official (PPAT) plays an important role in the sale and purchase of inherited land, including verifying the identities of the parties, the legality of the certificate, and ensuring that the land is free from disputes and third-party claims. An AJB cannot be executed if the parent certificate has not been subdivided. Transactions that do not follow the proper procedure or involve incomplete/forged documents can be annulled, and the buyer risks losing their rights even if payment has been made.

Heirs who feel aggrieved may file a lawsuit to annul a sale transaction in court if the sale was conducted without the consent of all heirs. The process of selling inherited land with an unsegregated original certificate is complex and requires the attention of the heirs, the buyer, and the Land Deed Official (PPAT). Certificate segregation can only be carried out after the inheritance distribution is completed and agreed upon by all heirs. Once the certificate is segregated, the transaction may proceed, and the buyer must verify the certificate's validity and ensure that the land is not under dispute.

The buyer risks facing legal issues if the land's status is not verified before the transaction; therefore, it is advisable to check the land's validity with the National Land Agency (BPN). The preparation of a Sale and Purchase Deed (AJB) by the Land Deed Official (PPAT) is crucial as evidence of a legitimate transfer of rights. However, the AJB can only be issued if all documents are complete and the land certificate has been segregated under the names of the rightful heirs. Without certificate segregation, the legality of the transaction cannot be guaranteed.

Moreover, the consent of all heirs is an absolute requirement for the sale of inherited land. According to Article 832 of the Civil Code, each heir is entitled to the inheritance, including land. Therefore, if any heir does not agree, the transaction may be annulled or subject to a lawsuit. Consequently, all consents

must be given legally and in writing to ensure that the transaction proceeds safely and lawfully.

In practice, if disagreements arise among heirs regarding the distribution of inherited land, the sale process may encounter obstacles. This often occurs in practice, particularly with inherited land that has high economic value.

When heirs do not agree on the distribution of the land, the sale process may be delayed or even canceled. For example, if some heirs wish to sell the land while others refuse, the land sale transaction is invalid. In such cases, buyers who have already made payments may suffer losses and can file a lawsuit to annul the transaction or claim compensation.

Moreover, tax issues may also arise, including Inheritance Tax and the Land and Building Rights Acquisition Fee (BPHTB). For inherited land, heirs must pay the Inheritance Tax before the land can be legally sold.

Payment of the Inheritance Tax is a prerequisite for the lawful transfer of the inheritance title. After the transfer of title is completed, the buyer is required to pay the Land and Building Rights Acquisition Fee (BPHTB). This tax is imposed on the acquisition of land rights through a sale and purchase transaction. Both the heirs and the buyer must fulfill this tax obligation to ensure that the transaction is legally valid.

A land sale and purchase transaction carries legal risks if administrative procedures are not fulfilled, such as unpaid taxes or incomplete documents. This may disadvantage buyers who have paid but have not yet obtained a valid land certificate, as well as heirs who sell the land without proper settlement of rights or taxes. To minimize such risks, buyers are advised to engage the services of a competent Land Deed Official (PPAT) to verify documents and transaction procedures. Even if buyers have already paid the land price and taxes, they still retain the right to file for annulment of the transaction or demand a refund if the sale is invalid or contrary to law. However, to avoid such issues, it is important for buyers to always verify the legal status of the land they intend to purchase and ensure that there are no potential problems that could jeopardize their rights as the lawful owners of the property.

Heirs who feel aggrieved, for example because the land was sold without their consent, have the right to file a lawsuit to annul the transaction in order to protect their respective rights. Therefore, the distribution of inherited land should be carried out transparently and agreed upon collectively before any sale to prevent disputes. The sale of inherited land with an unsegregated original certificate is quite complex, involving legal, administrative, and tax aspects. Buyers must ensure that all procedures are properly completed and that the transaction is conducted fairly. Even if the Sale and Purchase Deed (AJB) has been notarized by the Land Deed Official (PPAT), the success of the transaction still depends on the completeness of documents, compliance with the law, and the absence of potential disputes in the future.

Legal Protection Analysis for Buyers in the Purchase of Inherited Land with Unsubdivided Parent Certificates

Purchasing land is an important transaction because land carries significant economic and legal value, and therefore must be carefully managed to prevent disputes. Problems often arise in the purchase of inherited land, especially if the certificate remains a single original even though the land has already been divided among the heirs. Under Indonesian civil law, the Sale and Purchase Deed (AJB) serves as valid evidence of the transfer of land rights. The AJB prepared by the Land Deed Official (PPAT) contains binding agreements between the parties, thereby ensuring that the transaction is legal and legally protected.

According to Article 1338 of the Indonesian Civil Code, "all legally made agreements shall bind the parties as law." This principle is known as *pacta sunt servanda*, which asserts that agreements are not only morally binding but also have full legal force, provided they do not conflict with statutory regulations and public morality.

In the purchase of inherited land whose original certificate has not yet been segregated, the Sale and Purchase Deed (AJB) remains binding if it is validly executed and meets the requirements of a lawful agreement under Article 1320 of the Civil Code (consent, legal capacity, clear object, and lawful cause). However, since the land has not undergone certificate segregation, the object of the agreement may be considered unclear (*obscurum objectum*), potentially leading to disputes with other heirs. Nevertheless, a good-faith buyer is still entitled to legal protection based on the legal protection theory, which emphasizes safeguarding parties who have substantially fulfilled the elements of an agreement, even if there are administrative shortcomings.

In practice, not all transactions for the sale of inherited land follow formal procedures such as certificate segregation or re-registration. Some transactions occur due to urgent needs or based on social trust, with the Sale and Purchase Deed (AJB) executed before the sub-district head acting as a temporary Land Deed Official (PPAT) and witnessed by community leaders. Nevertheless, the buyer's rights remain based on a valid sale and purchase agreement, which must meet the requirements of Article 1320 of the Civil Code: mutual consent of the parties, legal capacity, clear object, and lawful cause, so that the agreement is legally binding.

Fulfillment of the requirements for a valid sale and purchase agreement guarantees the buyer's rights, in accordance with Satjipto Rahardjo's legal protection theory, which emphasizes safeguarding the human rights of parties harmed by others. With a valid agreement in place, the buyer's rights are legally recognized, creating protection and balanced justice in civil law practice.

Although formally this practice is not entirely ideal under the law, in reality it does not cause serious disputes, largely because settlements have been carried out through non-litigation mediation, also known as Alternative Dispute Resolution (ADR).

Mediation in informal forums involves neighborhood and community leaders (RT, RW, and local figures), based on deliberation and consensus, resulting in agreements that are socially accepted, even though they cannot be enforced like court judgments. In the three cases studied, although the original

certificates had not been segregated, the land sale transactions remained socially and customarily valid because all heirs consented, the Sale and Purchase Deed (AJB) was executed before the sub-district head, and there was no fraud or coercion. This reinforces Satjipto Rahardjo's theory that law reflects the community's sense of justice. Based on the principle of freedom of contract and the legal protection theory, buyers hold a strong legal position, especially if they already occupy the land physically and there are no further claims.

The practice of selling inherited land in several sub-districts is often conducted quickly and simply through a Sale and Purchase Deed (AJB) before local officials, even though the original certificates have not been segregated and formal legal procedures, such as re-registration at the National Land Agency (BPN), are often overlooked. In the three cases studied, the transactions remained socially and customarily valid because all parties consented, the process was witnessed by community leaders, and no fraud or coercion occurred. This reinforces Satjipto Rahardjo's theory that law reflects the community's sense of justice, rather than solely written norms. Based on the principle of freedom of contract, the legal protection theory, and the principle of *ex aequo et bono*, good-faith buyers are entitled to legal protection. Informal mediation practices align with regulations such as the Minister of Agrarian Affairs/National Land Agency (ATR/BPN) Regulation, which encourages the resolution of land disputes through deliberation before litigation, while also emphasizing the need for legal education so that land transactions are conducted in an orderly administrative manner and the potential for disputes is minimized.

Mediation serves as a preventive and remedial measure to maintain community harmony and protect weaker parties from unequal justice. In the three cases studied, dispute resolution through mediation was successful, demonstrating the achievement of substantive justice even though formal legal procedures were incomplete. Thus, buyers of inherited land whose original certificates have not yet been segregated are still entitled to legal protection, provided that the transaction is valid under civil law, agreed upon by all relevant parties, and disputes are resolved peacefully.

Law functions not only as a tool of control but also as a means to realize social justice, in line with Satjipto Rahardjo's view that law exists for humans. The purchase of inherited land whose original certificates have not yet been segregated often creates confusion due to unclear ownership, posing risks for both heirs and buyers. Therefore, a clear understanding of legal protection for buyers is necessary, including the procedures that must be followed to ensure the legality of the transaction, in accordance with the Basic Agrarian Law (UUPA) No. 5 of 1960, so that rights to inherited land are managed and transacted lawfully.

The sale and purchase of inherited land whose original certificates have not been segregated carries the risk of being legally invalid if official procedures are not followed, including certificate segregation and transfer of rights in accordance with Government Regulation No. 24 of 1997. Certificate segregation is essential so that each heir's ownership rights are recognized separately;

without it, the buyer risks not obtaining the certificate in their name. In practice, sales often occur before segregation, especially if some heirs do not agree or are not involved, which may result in the buyer being sued by other heirs who feel their rights have been disregarded.

A land sale and purchase transaction can be automatically null and void if there is no consent from all heirs. Buyers conducting a transaction before a Land Deed Official (PPAT) must ensure that all heirs consent to the sale, while the PPAT is obligated to examine the documents and verify that the land being sold has clear legal status, both in terms of ownership and the consent of all heirs.

Legal protection for buyers is also obtained through careful verification of the land's status, including ensuring that no disputes exist. Verification can be conducted directly at the National Land Agency (BPN) or through the Land Deed Official (PPAT), as the BPN is obliged to record and provide information on the land's legal status. Through this procedure, buyers can avoid the risk of purchasing problematic land or suffering losses.

The Land Deed Official (PPAT) plays a crucial role in ensuring the legality of land sale transactions. In the purchase of inherited land with an unsegregated original certificate, the PPAT must verify certificate segregation and obtain written consent from all heirs before preparing the Sale and Purchase Deed (AJB). Without these steps, the AJB is invalid, and the PPAT may be held accountable for negligence.

Buyers of inherited land with an unsegregated original certificate have the right to file for annulment, claim compensation, or request a refund if the transaction is canceled or proven invalid. To do so, buyers must be able to demonstrate that they acted reasonably and have adequately examined the documents and the land's status.

Legal protection for buyers should also include assurance of the clarity of the land's legal status. The responsibility to verify the land's status, both physically and administratively, to ensure that no disputes exist, rests with the buyer.

The sale and purchase of inherited land carries legal risks if the land is not officially registered with the National Land Agency (BPN) or if the original certificate has not been segregated. Legal protection for buyers is achieved if they comply with all procedures, including certificate segregation, verification of the land's legal status, and obtaining consent from all heirs. Negligence or lack of consent may result in annulment claims. Transparency among heirs is crucial, and buyers are advised to involve professionals such as notaries or lawyers to understand the risks, ensure the legality of the transaction, and avoid future conflicts.

Legal protection for buyers of inherited land whose original certificates have not yet been segregated depends on their understanding of and compliance with the applicable legal procedures. Buyers must ensure that all documents are complete and that the transaction process complies with regulations to strengthen their legal position, minimize the risk of disputes, and ensure the transaction is legally valid.

In Indonesia, the sale of inherited land without segregating the original certificate is common, but it carries legal risks, particularly uncertainty over ownership rights that may trigger disputes. Buyers need to understand the forms of legal protection available. According to Article 832 of the Civil Code, ownership of the deceased's assets automatically transfers to the heirs upon the testator's death.

Even though heirs obtain rights to inherited assets, ownership cannot be legally divided before official distribution. The sale of inherited land without the consent of all heirs can be annulled under Article 1471 of the Civil Code, but buyers who are unaware of this have the right to claim compensation. Sales of inherited land with unsegregated certificates often occur due to a lack of legal understanding. Good-faith buyers should perform due diligence, including verifying the certificate, confirming heirs' consent, and seeking advice from a notary or Land Deed Official (PPAT). Legal protection can also be obtained through administrative mechanisms at the National Land Agency (BPN), including requests for certificate segregation.

Certificate segregation allows ownership rights over land to be officially recorded, but it requires the consent of all heirs and supporting documents such as a certificate of inheritance and proof of tax payment. Buyers must ensure that this procedure is carried out in accordance with regulations. In addition, buyers can obtain legal protection through litigation by filing a lawsuit in court if a land ownership dispute arises.

Buyers of inherited land must ensure the legal validity of the transaction and comply with applicable regulations, including obtaining consent from all heirs and carrying out certificate segregation. All transaction evidence, such as copies of the Sale and Purchase Deed (AJB), proof of payment, and supporting documents, should be properly retained. Sales without heirs' consent may lead to criminal sanctions, especially in cases involving fraud or document forgery. Buyers are advised to consult a notary or lawyer to understand the procedures, documents, and legal risks, and they may file for annulment or a refund if the transaction is proven invalid. Lawful ownership is only obtained after all legal and administrative procedures have been completed.

Legal protection for buyers of inherited land whose original certificates have not yet been segregated depends on the buyer's understanding of and compliance with the applicable legal procedures. Buyers who do not understand or disregard legal procedures risk encountering detrimental issues, making it essential to ensure that all steps are properly completed before engaging in an inherited land transaction.

The Sale and Purchase Deed (AJB) is not merely an administrative document but serves as evidence of the parties' agreement and free will. The AJB has binding legal force under Article 1338 of the Civil Code, which states that a legally valid agreement has the force of law for the parties who make it. Once the requirements for a valid agreement are met, the parties are bound legally and ethically, and the state is obliged to provide protection for the enforcement of the agreement's terms.

Problems arise when the object of the agreement, such as inherited land, has not been formally segregated, making the boundaries and legal status unclear. Normatively, the object may be considered not to meet the requirements of a specific subject matter under Article 1320 of the Civil Code. However, in practice, an unsegregated object can be established *de facto* through physical possession and boundary agreements recognized by the community and local authorities.

In three field study cases, disputes over inherited land with unsegregated certificates were resolved through informal local mediation based on family principles and consensus deliberation. Although informal, this mediation effectively mitigated conflict and achieved substantive justice. This phenomenon demonstrates that law operates within social dynamics (law in action), in line with Satjipto Rahardjo's perspective, so the Sale and Purchase Deed (AJB) still receives legal protection if there is a valid agreement, participation of all heirs, and social recognition. According to Article 1338 of the Civil Code, a valid agreement is binding as law, meaning legal validity considers good faith, consensus, and social legitimacy, not merely formal administrative aspects.

Praktik jual beli tanah warisan di hadapan camat sebagai PPAT sementara menunjukkan bahwa keabsahan AJB tidak hanya bergantung pada aspek formal, tetapi juga terpenuhinya unsur substansial seperti kesepakatan antar pihak dan keterlibatan seluruh ahli waris. Ketiga kasus menunjukkan persetujuan semua ahli waris tercatat dalam AJB dan berita acara, memperkuat asas kebebasan berkontrak dan perlindungan hukum bagi pembeli yang beritikad baik. Namun, sertifikat induk yang belum dipecah menimbulkan kelemahan yuridis, karena BPN tidak dapat menerbitkan sertifikat atas nama pembeli tanpa pemecahan dan balik nama. Hal ini menegaskan pentingnya mekanisme perlindungan hukum yang memberikan keamanan hukum sekaligus keadilan. Perlindungan hukum bagi pembeli tanah warisan mencakup dua dimensi, yaitu preventif dan represif. Perlindungan preventif meliputi pemberian nasihat hukum oleh notaris atau PPAT sebelum pembuatan AJB, termasuk informasi mengenai risiko tanah yang belum dipecah, serta pengawasan administratif oleh BPN untuk memastikan tanah bebas sengketa. Sementara perlindungan represif diwujudkan melalui penyelesaian sengketa yang adil jika terjadi keberatan dari pihak ketiga, dengan menjamin hak pembeli untuk mempertahankan kepemilikan atau memperoleh ganti rugi apabila transaksi dibatalkan.

Legal protection for buyers of inherited land includes two dimensions: preventive and repressive. Preventive protection involves legal advice from a notary or PPAT before drafting the AJB, including information on the risks of unsegregated land, as well as administrative oversight by the BPN to ensure the land is free of disputes. Repressive protection is realized through fair dispute resolution in the event of objections by third parties, guaranteeing the buyer's right to maintain ownership or obtain compensation if the transaction is annulled.

Even if inherited land is sold before certificate segregation, the consent of all heirs, good faith, absence of fraud, and community recognition of the buyer's physical possession provide a basis for legal protection. Positive law should be interpreted progressively to ensure legal certainty without disregarding justice. Thus, socially, morally, and legally valid transactions are still entitled to protection, even if ideal administrative procedures have not been completed. Purchasing inherited land under a single unsegregated certificate carries complex legal risks, particularly for buyers who lack understanding of land procedures and inheritance distribution. Even if the transaction is supported by a Sale and Purchase Deed (AJB) and agreed upon by all parties, the absence of certificate segregation creates legal consequences that must be considered from juridical-formal, administrative, and practical perspectives.

From a legal perspective, buyers cannot immediately carry out the transfer of title at the Land Office because the land is still included in the deceased's original certificate and has not yet been established as a separate legal parcel. According to Government Regulation No. 24 of 1997, the transfer of rights can only be conducted if the land has a clear identity, including boundaries, area, and location recorded in the registration map. This means that even if the Sale and Purchase Deed (AJB) has been executed, without certificate segregation, the buyer cannot register ownership in their name and is not yet entitled to receive a new certificate as proof of lawful ownership.

Administratively, buyers of inherited land without certificate segregation are in a weak position, as they lack a strong legal basis to claim official ownership. Risks arise if other heirs withdraw their consent or internal disputes occur. Unsegregated land also cannot be used as collateral for loans or business capital, making it an illiquid asset. The risk of losing permanent rights exists if the buyer does not promptly take legal steps, such as certificate segregation or title transfer. However, buyers who act in good faith, pay in full, and obtain the consent of all heirs still enjoy legal protection, in accordance with principles of justice, proportionality, and Satjipto Rahardjo's progressive legal theory, which emphasizes law as a means to achieve justice rather than merely enforce administrative procedures.

In the three field study cases, buyers of inherited land retained possession through non-litigation mediation and peaceful agreement, even though the certificate had not been segregated. Social protection from the community helps, but it does not replace formal legal protection. The buyer's position remains vulnerable to changes in heirs' attitudes or new claims. Therefore, it is recommended to promptly request certificate segregation at the Land Office with the involvement of all heirs or seek judicial approval of the sale if necessary. The legal consequences of inherited land transactions with unsegregated original certificates involve both administrative aspects and the buyer's substantive rights, so state institutions need to provide adaptive legal mechanisms, including formal or administrative mediation, to prevent legal uncertainty.

CONCLUSIONS AND RECOMMENDATIONS

The legal regulation regarding the purchase of a portion of inherited land whose parent certificate has not yet been subdivided emphasizes that the object of the agreement must meet the requirement of a “specific object” in accordance with Article 1320 of the Indonesian Civil Code (KUHPerdota). The parent certificate must first be transferred to the heirs before the land subdivision can take place. Without the transfer and subdivision process, a sale and purchase transaction of inherited land may be considered legally defective because the object lacks juridical-administrative clarity. To ensure the validity of the agreement and legal certainty, formal procedures in accordance with the prevailing laws and regulations must be followed.

Nevertheless, legal protection for buyers is still recognized as long as procedures such as certificate subdivision, tax payments, and approval from all heirs are properly observed. PPATs (Land Deed Officials) and notaries play a crucial role in ensuring administrative completeness, verifying documents, and providing legal guidance to prevent disputes. Therefore, buyers are advised not to proceed with transactions before all administrative procedures are fulfilled and are required to check the land status and tax obligations to secure legitimate ownership rights and minimize the risk of future disputes.

ADVANCED RESEARCH

Every study has limitations, including this research, which is limited to three cases of inherited land transactions where the parent certificate has not yet been subdivided. The data obtained are descriptive and contextual, so generalizing the results to all regions may be limited. Future research can expand the sample size, include various regions with different customary law characteristics and land practices, and examine the long-term impact on legal certainty for buyers and the sustainability of inheritance land disputes. Furthermore, upcoming studies may emphasize comparisons between formal and informal dispute resolutions, as well as evaluate the effectiveness of ADR mediation in the context of legal protection for buyers.

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