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Paradox between Supreme Court Decisions and Regulation Protecting Bona Fide Purchasers in Mortgage Execution Auctions

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A B S T R A C T

Mortgage execution auctions constitute a cornerstone of Indonesia's banking credit security system, yet judicial practice reveals a structure paradox between regulations protecting bona fide purchasers and supreme Court decisions that nullify lawfully conducted auctions. This study aimed to analyse the normative legal protection framework, identify the factors underlying the paradox, and formulate a regulatory reconstruction. This study using prescriptive analytical normative legal research with statute, case and conceptual approaches, it examines Supreme Court ruling between 2018 to 2025 through theories of legal certainty, protections and *rechtsvinding*. The findings expose four interlocking causes of the paradox and recommend elevating auctions finality to statutory ranks, issuing a substantive PERMA, and integrating inter-institutional single system and enforcing judicial restraint to secure consistency between legal norms and judicial practice.

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INTRODUCTION

The institution of mortgage execution auctions occupies a central position within Indonesia's baking credit-security architecture. It is governed expressly by law No. 4 of 1996 on Mortgage Right over Land and Land-Related Objects. The enactment of this statute confers legitimacy and legal certainty on the holder of the first mortgage right, both for the exercise of *parate executie* as formulated in Article 6 and for exactions base on the title executorial provide in Article 14 ((Hirsanuddin & Sudiarto, 2021). Both provisions ultimately converge on public auction conducted by the state asset and auctions Service Office (in Indonesian call KPKNL), which acts as the representative of the state and intended to guarantee objectivity, transparency and competitiveness in the sale of collateral (Nugrohandhini & Mulyati, 2019).

Within this normative construction, the bona fide purchaser in fact enjoys a robust legal position. Article 31 of Minister of Finance Regulations No. 122/PMK.06/2023 om Auction Implementation Guidelines unequivocally provides th(Nugrohandhini & Mulyati, 2019)at "an auction that has been carried out in accordance with statutory provisos may not be annulled, neither as the process nor as to the documents evidencing its execution". This norm is reinforced by the settled jurisprudence of the Supreme Court, most prominently in Decision No. 821 K/Sip/1974, which affirms that the purchaser's ownership over an object already paid for in full is extinguished. A similar pattern is recorded in in Supreme Court decision No. 1387 K/Pdt/2018 in conjunction with Civil Review Decision No.1045 PK/Pdt/2019, both of which led to the annulment of auctions that had been procedurally executed in accordance with applicable law (Siregar, 2024).

This paradoxical situation places bona fide purchasers in the most disadvantaged position. On the one hand, they fully discharged their legal obligations: depositing the bid security, paying the auctions price in full, receiving the certified extract of the auction minutes, and effecting the transfer of title at the Land Office. On the other hand, the courts which ought to serve as the last bastion of protections for bona fide purchasers are the very institutions that ultimately divest them of their acquired rights. This finding is consistent with the work of Nurgrohandhini and Mulyanti, who argue that lawsuits and oppositions against mortgage executions auctions create legal uncertainty not only for creditors but also for auction purchasers, who in substance are independent third parties relying on the credibility of the state auction institution (Nugrohandhini & Mulyati, 2019).

LITERATURE REVIEW

This legal uncertainty is not merely a doctrinal or theoretical concern; it carries significant economic consequences as well. The annulment of an auction may prolong the resolution of non-performing loans, suppress market interest in auctioned objects, and increase the litigations costs borne by the parties. The research conducted by Hirsanuddin and Sudiarto reveals that parate executie over mortgage objects, observe that certainty ought to be absolute becomes relative once the door is opened to annulment through civil litigation (Hirsanuddin & Sudiarto, 2021). Moreover, SEMA No. 4 of 2016 has not yet been

fully internalised by judged in applying the criteria of bona fide status (Larasati & Bakri, 2019).

Mapping of prior research reveals a significant and yet unbridged academic gap. Azzahara and Badriyah (2023) ecamine the protection of auction winners within the framework of the Civil Code and auction regulations in a normative-repressive manner, yet do not analyse the contradiction between protective jurisprudence and annulment rullings. Nugrohandhini and Mulyanti (2019) map the legal consequences of auction-related lawsuits form the creditor's perspective without elaborating their implications for the legal certainty of the bona fide purchaser as an independent third party. Larasati and Bakri (2019) study the implementation of SEMA No 4. Of 2016 but confine their analysis to decisions outside the first instance and appellate courts, leave recent Supreme Court cassation outside their scope. Siregar (2024), in turn, addresses protection in the annulment of auctions only from the perspective of the bank-customer relationship, without positioning the auctions purchaser as the principal subject of protection. To date, therefore, no study has holistically dissented auctions annulment as a structural parados between regulation, settled jurisprudence, and recent Surpreme Court rulings, and none has employed an integrated analytical framework drawing simultaneously in Radbruch, Hadjon and Scholten. Herein lie both the novelty and the urgency of the present research as a contribution to the formulation of legal policy that secures consistency between written norms and judicial practice.

On the basis of the foregoing, this study titled "The Paradox between Supreme Court Decisions and Regulations Protecting Bona Fide Purchasers in Mortgage Execution Auctions"-is both significant and timely. Its objectives are twofold: 1) to analyse the framework of normative legal protection afforded to bone fide purchasers in mortgage executions auctions based on applicable regulations and the settled jurisprudence of the Supreme Court; 2) to identify the factors that give rise to the paradox and their implications for legal certainty. The study is expected to yield a theoretical contribution to the development of legal-certainty theory in the context of mortgage execution auctions, as well as a practical contribution in the form of recommendations for regulatory reconstructions that may serve as a reference for legal-policy makers seeking to align written norms with judicial practice.

METHODOLOGY

This study employs normative legal research, namely research that examines law as norms, principles, rules and doctrine, drawing primarily on library materials (Soerjono Seokanto & Sri Mamudji, 2015). The normative approach is selected because the object of study comprises and legal doctrines pertaining to the protection of bona fide purchasers in mortgage execution auctions. The research is prescriptive-analytical in nature, it does not merely describe the prevailing legal conditions but also evaluates and offers recommendations for narrowing the gap between das sollen and das sein identified in the analysis.

Three complementary approaches are deployed simultaneously in this study. First, the statute approach, which examines the regulatory landscape governing mortgage execution auctions, hierarchically arranged from Law No. 4 of 1996 and Minister of Finance Regulation No.122/PMK.06/2023 down to SEMA No. 4 of 2016. Second, the case approach, which interrogates the ratio decidendi of Supreme Court ruling selected as the focus of analysis to identify patterns and the legal considerations that underpin auction annulments. Third, the conceptual approach, which draws on three principal theories from legal certainty, legal protection and rechtsvinding as the evaluative framework for paradox under study.

Legal materials are gathered thought library research and the tracing of legal documents. The data collection proceeds along three tracks: 1). The retrieval of statutory instruments from the official database of Legal Documentations and Information Networks; 2). The retrieval of Supreme Court decisions through the SIPP system and the official directory of the Republic of Indonesia Supreme Court; 3). The retrieval of scholarly literature via google scholar and scientific article had been published in a journal accredited by SINTA. Furthermore, the Supreme Court decisions analysed are selected based on three parameters: a). the decisions expressly annuals a mortgage execution auction; b). it was rendered between 2018 to 2023, so as the capture the most recent judicial trend; and c). it had obtained permanent legal force.

The analysis directed at the first research questions is focused on the mapping of das sollen, the protecting framework that ought to apply under Law No. 4 of 1996, Article 31 of PMK No. 122/PMK.06/2023, and settled jurisprudence such as Supreme Court Decision No 821 K/Sip/1974 and No. 1068 K/Pdt/2008, the latter affirmed at the 2011 National Working Meeting of the Supreme Court. The second research question is addressed by analysing das Sein through the extraction of ratio decidendi of recent Supreme Court decisions over the pas five years (2018-2023), including Supreme Court Decision No. 1387 K/Pdt/2018 in conjunction with Civil Review Decision No. 1045 PK/Pdt/2019, Decision No. 2715 K/Pdt/2018, Decision No. 2868 K/Pdt/2018, Decision No. 1569 K/Pdt/2020, Civil Review Decision No. 664 PK/Pdt/2020, and Decision No. 1185 K/Pdt/2023. The third research question is addressed through a critical synthesis of the findings on das Sollen and das Sein, from which recommendations for regulatory reconstruction are formulated within the study's theoretical framework.

Three principal theories operated as the analytical lenses and supported by two doctrines that strengthen their respective theoretical foundation. First, Gustav Radbruch's theory of legal certainly. Legal certainly (rechtssicherheit) is here situated as one of the three basic aims of law, alongside *Gerechtigkeit* (justice) and *Zweckmäßigkeit* (purposiveness) (Firdaus, 2025). Where these three values collide, legal certainty is generally given priority in the resolution of legal problems, except where the resulting injustice attains a degree that is *unerträglich*—unbearable (Muslih, 2013). In this study, Radbruch's framework serves as the principal lens for assessing whether the annulment of auctions by the Supreme Court constitutes a philosophically defensible sacrifice of legal

certainty or, conversely, a form of judicial arbitrariness that erodes the very foundation of law.

Second, Philipus M. Hadjon's theory of legal protection, which distinguishes two forms of protection: *preventive* protection, afforded before a dispute arises through strict regulation and procedural transparency (Hadjon, 1987); and *repressive* protection, which operates after a dispute has arisen, through the courts and the legal remedies provided by the State. This theory provides the principal framework for the first research question by mapping the two layers of protection available to bona fide purchasers. It's relevance also extends to the second research questions, where the analysis demonstrates that preventive protection is adequately formalised but that repressive protections fails, since judicial ruling which should serve as the final stronghold for bona fide purchasers but in operate and practice to dismantle that very protection.

The third theory is Paul Scholten's theory of legal discovery. Scholten distinguishes between *rechtstoepassing* (the application of law) and *rechtsvinding* (the discovery of law), the latter requiring the judge to discover the law through interpretation, construction, or *rechtsverfijning* where the legal rule is unclear, internally contradictory, or absent (Sulistyawan & Atmaja, 2021). This theory serves as the methodological scalpel for extracting the ratio decidendi of each Supreme Court decision under analysis, by disaggregating five elements': material facts, legal issues, the rules applied, the judge's reasoning, and the operative order. Through Scholten's lens, the study critically tests whether the Supreme Court's legal discoveries in annulling auctions remain within the legitimate ambit of *rechtsvinding* or instead amount to a disregard of positive norms.

Two doctrines complement and strengthen these theories. **First,** the doctrine of *goede trouw* (good faith), which bears two dimensions: subjective good faith under Article 531 of the Civil Code, oriented to the mental state of a purchaser who is unaware of any legal defect (Khairandy, 2009); and objective good faith under Article 1338 paragraph (3) of the Civil Code as a standard of reasonableness and prudence (Subekti, 2005). The concrete parameters of the bona fide purchaser are formulated in SEMA No. 4 of 2016, encompassing lawful procedure and documentation, a reasonable price, and prudence in examining the object of sale. This doctrine supports Hadjon's theory of legal protection by mapping who is entitled to protection and the extent of such protection.

Second, the doctrines of legal preference, comprising *lex specialis derogat legi generali* and *lex posterior derogat legi priori*. These principles serve as a sharp analytical tool for treating Article 31 of PMK No. 122/PMK.06/2023 as both *lex specialis* and *lex posterior* expressly prohibiting the annulment of lawfully conducted auctions (Irefani, 2020). The doctrine reinforces the theory of legal certainty by enabling an assessment of the hierarchical breaches that occur when an auction's annulment is grounded on Article 1365 of the Civil Code as *lex generalis*, a provision that ought not to defeat the *lex specialis* of the Mortgage Law and PMK No. 122/2023. Through this constellation of analytical instruments, the research moves beyond mere description of the paradox to offer a direction for regulatory reconstruction that may inform future legal policy.

RESULT AND DISCUSSION

A. Legal Protection of the Bona Fide Purchaser in Mortgage Execution Auctions (Das Sollen)

In accordance with the mandate of Article 28D paragraph (1) of the 1945 Constitution Republic of Indonesia, legal protection is implicitly afforded to bona fide purchasers in mortgage execution auctions. This constitutional norm provides the gateway for integrating the three basic legal values articulated by Gustav Radbruch is *Rechtssicherheit*, *Gerechtigkeit*, and *Zweckmäßigkeit* into the mortgage auction context, especially in ordinary conditions, legal certainty is prioritised so that *parate executie* can operate effectively as a mechanism for resolving non-performing loans. (Muslih, 2013).

Within te mortgage auctions context, preventive protection in Hadjon's sense is realised through several mutually reinforcing layers of regulation. **First,** Article 6 of Law No. 4 of 1996 on Mortgage Rights (UUHT) confers on the holder of the first mortgage right the power to sell the mortgage object through a public auction without any determination by the local court (*parate executie*) and without the consent of the mortgagor. As Sjahdeini (1999, p. 46) emphasises, "in order to exercise *parate executie*, the mortgage-holder need not obtain the consent of the mortgagor and need not seek any determination from the local court, in the interest of efficiency and certainty in resolving non-performing loans." Article 7 of the UUHT further provides that the mortgage right follows its object in whosesoever hands it may rest—the principle of *droit de suite* so that the auction purchaser acquires a clean title binding upon third parties (Hirsanuddin & Sudiarto, 2021). Article 14 paragraph (2) of the UUHT constitutes a further layer of preventive protection: it expressly stipulates that a Mortgage Certificate bearing title "FOR THE SAKE OF JUSTICE BASED ON THE BELIEF IN THE ONE AND ONLY GOD" (Demi Keadilan Berdasarkan Ketuhanan Yang Maha Esa) possesses executory force equivalent to a court decision with permanent legal force. This title functions as a *titel executorial*, enabling the KPKNL to conduct the auction without any prior court determination (Hendrik & Zuhir, 2023).

Further normative protection at the preventive level is found in its most contemporary and comprehensive form in Minister of Finance Regulation No. 122/PMK.06/2023 on Auction Implementation Guidelines, especially in Article 31 of PMK 122/2023 categorically provides that an auction lawfully conducted in accordance with statutory provisions may not be annulled, either in respect of its process or in respect of the documents evidencing its execution and Article 33 of PMK 122/2023 imposes on the KPKNL a duty to verify documents prior to the auction, covering the Land Registration Certificate, ownership of the object, seizure status, the reasonableness of the reserve price, and related matters. These provisions function as both *lex posterior* and *lex specialis* and ought, hierarchically, to bind all actors, including the courts (Irefani, 2020).

Preventive protection of the mortgage-holder is further consolidated through Supreme Court Circular Letter (SEMA) No. 4 of 2016, which articulates three criteria for the bona fide purchaser entitled to legal protection. **First,** lawful procedure: the purchase must be made through a public auction conducted before the competent official. **Second,** a reasonable price: the purchase price must

be appropriate and not deviate significantly from the market price. **Third,** a duty of care: the purchaser is obliged to investigate the seller's title, seizure status, mortgage status, and the land-title history at the National Land Agency (Badan Pertanahan Nasional (BPN)). SEMA No. 4 of 2016 was issued in response to the inconsistent definition of the bona fide purchaser in court decisions, though its implementation across the courts remains uneven (Ningsih, 2021).

In practice, preventive normative protection, bona fide purchasers are also protected at the repressive level through the *constante jurisprudentie* of the Supreme Court (Putra et al., 2018). For instance, Supreme CourtDecision No. 821 K/Sip/1974 stands as the cornerstone of this settled jurisprudence in favour of auction purchasers. In that ruling, the Supreme Court formulated the principle that "a purchaser who acquires an object through a public auction conducted by the State Auction Office is a bona fide purchaser and must be protected by law." This principle is consolidated through a sequence of subsequent decisions, including Supreme Court Decision No. 1230 K/Sip/1980 (20 March 1982), Decision No. 3604 K/Pdt/1985 (17 November 1987), Decision No. 3210 K/Pdt/1991 (30 January 1996), and Decision No. 1237 K/Sip/1973, among others (Saija, 2023) The jurisprudence protecting bona fide purchasers is further reinforced through Decision No. 1068 K/Pdt/2008, which articulates three *rationes decidendi*: (1) the annulment of an auction conducted on the basis of a decision with permanent legal force is not permissible; (2) the auction purchaser in such circumstances is a bona fide purchaser who must be protected; and (3) where a subsequent contrary decision is rendered, the only remedy available to the aggrieved party is to claim compensation from the auction applicant in respect of the disputed object, not to annul the auction.

These three principals were officially affirmed at the 2011 National Working Meeting of the Supreme Court and published in the 2011 Supreme Court Jurisprudence Compilation under Decree of the Chief Justice No. 096/KMA/SK/VII/2011, thereby binding all subordinate judges as a guideline for reasoning. Taken together, these principles systematically close the door on auction annulment and redirect the recovery of rights toward a compensation mechanism that strikes a balance between protection of the purchaser and protection of the original owner (Putro & Zuhaini, 2017).

Beyond normative protection, two doctrines theoretically reinforce the *das Sollen* argument. **First,** the doctrine of *goede trouw*, which divides into subjective good faith (*subjective goede trouw*) and objective good faith. Subjective good faith concerns the inner attitude or mental state (*psychische gesteldheid*) and is directed at the question whether the purchaser is aware of a legal defect in the acquired object. In the context of State-conducted auctions, a purchaser who has followed the formal procedure before the KPKNL cannot *prima facie* be deemed aware of hidden defects, and subjective good faith is therefore established. Objective good faith, by contrast, is a standard founded on rationality and propriety that functions to limit and supplement the content of a contract; an auction purchaser satisfying the three SEMA No. 4/2016 criteria is therefore deemed to have met the standard of objective good faith (Khairandy, 2009).

Second, the doctrine of legal preference. Irefani (2020) explains that, within the hierarchy of norms, the principle *lex specialis derogat legi generali* applies, by which the UUHT operates as *lex specialis* relative to the Civil Code. The principle *lex posterior derogat legi priori* likewise applies, placing PMK No. 122/2023 as the most recent regulation prevailing over earlier instruments. It follows that Article 31 of PMK No. 122/2023, which prohibits the annulment of a lawfully conducted auction, ought to prevail over an annulment claim grounded on Article 1365 of the Civil Code as *lex generalis*. The paradox emerges precisely where the general norm of the Civil Code is mobilised to attack the special norm of the UUHT, in the absence of any robust mechanism that allows first-instance courts to dismiss such claims at the threshold (Tanuwidjaja, 2016).

A systematic examined of the regulatory landscape from the perspective of das Sollen, establishes that the Indonesian normative framework provides layered and comprehensive protection for the bona fide purchaser in mortgage execution auctions, encompassing both preventive and repressive dimensions and underpineed by a constellation of legal theories and doctrines. The normative architecture, in theory, reflects the Radbruchian priority of *Rechtssicherheit*, positioning legal certainty as the foundation of a healthy and functional auction ecosystem.

B. Factors Generating the Paradox between Regulation and Supreme Court Decisions Annulling Mortgage Execution Auctions

At the normative level, the protection afforded to the winner of a mortgage execution auction finds firm support in settled Supreme Court jurisprudence. The *ratio decidendi* of Supreme Court Decision No. 1068 K/Pdt/2008 is particularly instructive: its established that an auction conducted on the strength of decision bearing permanent legal force is insusceptible to annulment and that should a subsequent contrary ruling be issued, the aggrieved party's only available remedy is a claim for compensation againt the auction applicant in relation to the object in dispute – not the annulment of the auction itself.

In the other, ratio decidendi of Supreme Court Decision No. 15 K/Pdt/2019 likewise firmly rejects a debtor's claim seeking annulment of an auction on the ground that the court's *fiat* of execution was absent, the Supreme Court emphasising that *parate executie* under the UUHT stands on its own and does not require a court permission (*fiat) (Halawa, 2022).* Supreme Court Decisions No. 886 K/Pdt/2020 and Supreme Court No. 10 K/Pdt/2021, in turn, both affirm the position of the KPKNL auction winner as a bona fide purchaser entitled to both preventive and repressive protection (Azzahra & Badriyah, 2023)

On the other side of the ledger, a not-insignificant number of Supreme Court rulings have overridden the express normative position that lawfully conducted auctions may not be annulled. Supreme Court Decision No. 112 K/Pdt/1997 may be regarded as the genesis of the doctrine that "an auction may be annulled," reasoning that an auction may be annulled where the auction price is far below the market price or where the auction winner is an employee of the auction-respondent (Azzahra & Badriyah, 2023). This doctrine was subsequently extended by Supreme Court Decision No. 252 K/Pdt/2002, whose *ratio decidendi* holds that the auction winner is not a bona fide purchaser where the winner is

the creditor itself, having purchased the collateral at a price well below its valuation (Putra et al., 2018).

The period between 2017 and 2020, the judicial tendency to annual mortgage execution auctions gained considerable momentum. In Supreme Court Decision No. 1180 K/Pdt/2017 voided an auction by reason of absence of valid APHT, a finding that effectively neutralised the creditor's right of *parate executie* under Article 6 of the UUHT and stripped the auction purchaser of any legal protection. This trajectory intensified with Supreme Court Decision No. 2868 K/Pdt/2018, in which the court annulled the auction minutes on four cumulative grounds: non-compliance with PMK No. 27/PMK.06/2016, the heirs' rejection of a good-faith debt settlement offer, a conflict of interest among bidders, and an unreasonable reserve price. A combination that exposed the fragility of the existing protective framework (Br. Sembiring & Ilham, 2023). Civil Review Decision No. 25 PK/Pdt/2019 added a further dimension by annulling the mortgage and the auction over joint marital property conducted without spousal consent, notwithstanding that the auction purchaser was formally bona fide. Supreme Court Decision No. 1569 K/Pdt/2020 ruled the auction null *ab initio* because the existence of a Mortgage Certificate could not be evidenced and the Deed of Granting of Mortgage Right did not bear the title (*irah-irah)* "For the Sake of Justice Based on the Belief in the One and Only God" (Siregar, 2024).

This inconsistency cannot be read as mere case-by-case variation. It reflects, rather, a structural paradox grounded in three observations. **First,** the contest between the maxim *nemo plus juris transferre potest quam ipse habet*, which protects the original owner, and the *bona fides* principle, which protects the bona fide purchaser. The absence of a definitive hierarchy of principles within the Indonesian civil-law system renders this conflict endemic and recurrent, rather than an isolated anomaly in legal application. The negative system of land registration with positive tendencies adopted in Indonesia gives supremacy to *nemo plus juris* (Sutendi, 2011). Despite the fact that SEMA No. 4 of 2016 has sought to shift the centre of gravity toward protection of the bona fide purchaser. **Second,** the tension between legal certainty and substantive justice as formulated by Radbruch: legal certainty demands that a lawful auction not be annulled, while substantive justice impels judges to unwind auctions perceived as occasioning material loss to the original owner (Mertokusumo, 1996). **Third,** the asymmetric regulatory hierarchy. While the regulatory framework on its face provides explicit protection to auction purchasers, the protective instruments stand low in the hierarchy of norms between the PMK and the SEMA, in particular and are therefore easily breached by judicial decisions construing tort under Article 1365 of the Civil Code (Yonatan & Agustina, 2022).

This study was sets out comprehensively to answer the why das Sein in the opposite direction from das Sollen, that paradox arises from four mutually-reinforced factor.

B.1. The Asymmetric Regulatory Hierarchy

The first factor is structural-legislative. Law No. 4 of 1996 contains no single provision that expressly protects the bona fide auction purchaser (Poesoko, 2013, 154). The norm prohibiting the annulment of a lawfully conducted auction first

emerges at the level of a ministerial regulation in Article 31 of PMK No. 122/PMK.06/2023—while the criteria of bona fide status are articulated only in SEMA No. 4 of 2016. Within the logic of Hans Kelsen's *Stufenbau* theory, as cited by Mertokusumo, these instruments occupy a hierarchical position lower than that of the Civil Code, with the result that they are easily breached by claims grounded on Article 1365 of the Civil Code. This is precisely what occurred in Supreme Court Decisions No. 1569 K/Pdt/2020 and No. 1185 K/Pdt/2023, in which tort claims provided the gateway for the annulment of auctions that should have been *irreversible*. The principle of *lex specialis derogat legi generali* is here blunted because the *lex specialis* does not reside at statutory level. In Radbruchian terms, this inconsistency corrodes the value of legal certainty: certainty fails the moment the protective norm can be overridden by the general norm.

B.2. Unbounded Freedom of Rechtsvinding (Legal Discovery)

Scholten, as cited by Sidharta (2013, p. 145), characterises *rechtsvinding* as the judge's obligation where a norm is vague, contradictory, or absent, while insisting that legal discovery must remain within the corridor of the legal system. This stands in tension with recent Supreme Court practice, where judges frequently exceed the boundaries thus prescribed. Supreme Court Decision No. 2868 K/Pdt/2018, for example, annulled the auction with a *ratio decidendi* referring to a "reserve price that was unreasonable" or "set far below market value," without any baseline quantitative parameter (Br. Sembiring & Ilham, 2023).

Civil Review Decision No. 664 PK/Pdt/2020 annulled the auction on the basis of tort under Article 1365 of the Civil Code. Such legal discovery is no longer *rechtsverfijning* (refinement of the law) that perfects the norm; it is instead *contra legem* against the principle articulated in Supreme Court Decision No. 1068 K/Pdt/2008 and consolidated through the 2011 National Working Meeting under Decree of the Chief Justice No. 096/KMA/SK/VII/2011 (Hakim, 2016). This inconsistency demonstrates that settled jurisprudence in Indonesia lacks the binding force of *stare decisis* in the common-law tradition, leaving each panel free to step outside the corridor of *constante jurisprudentie*.

B.3. Doctrinal Tension between Nemo Plus Juris and Goede Trouw

The third factor is doctrinal. The Indonesian legal system inherits two principles that collide: *nemo plus juris transferre potest quam ipse habet*, which protects the original owner, and *goede trouw*, which protects the bona fide purchaser (Sutendi, 2011). The negative system of land registration with positive tendencies enshrined in the Basic Agrarian Law and Government Regulation No. 24 of 1997 traditionally favours *nemo plus juris*, with the consequence that the land certificate functions as strong but not conclusive evidence (Harsono, 2008).

When a court must therefore choose between an original owner and an auction purchaser, the doctrinal default is to restore the right to the original owner, as occurred in Civil Review Decisions No. 1045 PK/Pdt/2019 and No. 664 PK/Pdt/2020. Yet within the context of a public auction organised by the State, the principle of objective *goede trouw*—as emphasised by Khairandy in 2009 ought

to enjoy supremacy where the purchaser has satisfied the three SEMA No. 4 of 2016 criteria of lawful procedure, reasonable price, and *duty of care*. The failure to elevate *goede trouw* to the status of a *super-eminent principle* in the auction context is the doctrinal root of the paradox: where good faith is not made the highest principle in auctions, the system protects injustice concealed behind procedural validity.

B.4. Weak Pre-Auction Procedural Control

The fourth factor is institutional. Pre-auction document verification by the KPKNL under Article 31 of PMK No. 122/2023 has not, in practice, sealed every avenue of formal defect. Supreme Court Decision No. 1185 K/Pdt/2023 and Civil Review Decision No. 25 PK/Pdt/2019 demonstrate that defects in land documents, the absence of spousal consent for joint marital property, or the absence of the executory *irah-irah* on the APHT may pass through KPKNL verification and reach the stage of execution. In Hadjon's perspective (1987, p. 67), the preventive protection that ought to forestall disputes fails at the critical point, and the burden shifts to repressive protection—which, ironically, also fails as the courts proceed to annul the auctions. The weak integration of data among the KPKNL, the National Land Agency, and the religious courts thus constitutes a recurring vulnerability exploited in tort-based litigation.

These four factors generate layered implications for *Rechtssicherheit*. At the micro level, the auction purchaser bears a double loss: the loss of the object already paid for in full and the costs of protracted litigation. (Hutapea, 2020) notes that this risk depresses market interest and lowers the reserve price at subsequent auctions. At the meso level, the creditor loses the efficacy of *parate executie* as an instrument for the rapid resolution of non-performing loans; (Tanuwidjaja, 2016) cautions that *parate executie* hostage to a court *fiat* defeats the philosophy of Article 6 of the UUHT. The judicial system itself loses predictability as lower-court judges lose their bearings when settled jurisprudence can be breached by contrary cassation decisions (Larasati & Bakri, 2019). At the macro level, the paradox erodes the investment climate and public trust in the State auction institution. Weighed in Radbruchian terms, this is not a defensible sacrifice of legal certainty in the name of substantive justice; rather, it is *unerträgliche Ungerechtigkeit* in reverse (Khairandy, 2009).

C. Regulatory Reconstruction to Secure Consistency between Written Norms and Judicial Practice in Mortgage Execution Auction Disputes

The root of the paradox does not lie solely in textual weakness of the relevant norms; it lies, more fundamentally, in the absence of mechanisms that structurally bind judges to apply existing norms consistently. Articles 6 and 14 of the UUHT, Article 31 of PMK No. 122/2023, and SEMA No. 4 of 2016 are, on their face, sufficiently emphatic to protect bona fide purchasers. The difficulty is that these instruments do not possess effective *bindende kracht* over panels at the cassation and civil-review stages (Simanjuntak, 2019). The paradigm of reconstruction must therefore shift from *norm reform* alone toward a *judicial binding mechanism*: an institutional and procedural design that compels judicial practice to remain within the principal corridor. Absent such a shift, even a

wholesale revision of the statute will lose its grip when it confronts judicial independence interpreted in expansive terms (Sianipar, 2020). In other words, reconstruction must address the normative, institutional and judicial-cultural dimensions simultaneously.

The **first dimension** of reconstruction remains a renewal of the written norms, designed to close the interpretive gaps that have been exploited in counter-normative rulings. The revision of the UUHT must add an explicit provision elevating the principle of *finality* of execution auctions, as currently set out in PMK No. 122/2023, to the level of statutory law, so as no longer to suffer the *lex superior* argument that the courts have used to disregard the PMK (Ardiansyah, 2020). The points enumerated in SEMA No. 4 of 2016 on the criteria of bona fide status should likewise be integrated into the body of the UUHT, since SEMAs are doctrinally binding only as administrative-internal guidance and are frequently ignored by cassation panels (Larasati & Bakri, 2019). Without this elevation in hierarchy, the principles *lex posterior derogat legi priori* and *lex specialis derogat legi generali* are difficult to operationalise consistently.

Consistency in judicial practice further requires reconstruction of the mechanisms that prevent judges from exceeding the corridor of the norm in the exercise of *rechtsvinding*. **First,** a Supreme Court Regulation (PERMA) bearing the character of a *substantive guideline* is needed to govern the adjudication of mortgage execution auction annulment cases. Unlike a SEMA, which is merely administrative exhortation, a PERMA is a statutory instrument under Article 8 paragraph (1) of Law No. 12 of 2011 and is generally binding (Sholikin, 2017). Such a PERMA should ideally encompass a). a prohibition on annulling auctions that satisfy the formal-material requirements, provided that the purchaser meets the parameters of bona fide status; b). the confinement of any *contra legem* reasoning to cases of manifest procedural breach in the auction process; and c). the placement of the burden of disproving good faith on the claimant. Such regulation operationalises the doctrine of judicial restraint within the civil-law tradition, judges' self-limitation against *judicial legislation* where written norms are already clear (Wicaksono & Tonralipu, 2021).

Second, an objective parameter of *goede trouw* for auction purchasers must be constructed in lieu of the subjective standard that has hitherto produced inconsistent appraisal. Such an objective parameter should include: 1) participation in an auction lawfully advertised through the official channels prescribed by the PMK; 2) payment of a price aligned with the reserve value set by an independent appraiser, which disposes of any "unreasonable price" argument; 3) formal-material verification by the KPKNL; and 4) the absence of any affiliation between the purchaser and the parties to the credit relationship. This represents a deliberate shift from subjective *goede trouw* to objective *goede trouw*, as mandated by SEMA No. 4 of 2016 but heretofore inconsistently implemented (Larasati & Bakri, 2019).

Third, the doctrine of judicial restraint must be affirmed as a guiding canon of judicial reasoning in auction cases. Scholtenian *rechtsvinding*, in case at interpretation, construction, and *rechtsverfijning* does not license disregard of a clear textual norm. *Contra legem* discovery of the law is justified only where the

norm produces substantive injustice, not where it would shield a defaulting debtor from the consequences of non-performance (Suadi & Khuluq, 2025). This limitation should be embodied in the Supreme Court's guidelines on the drafting of judgments, so that any *ratio decidendi* departing from the written norm must be accompanied by a strict and measurable justification for the *contra legem* reasoning adopted.

Once the normative reconstruction is in place, supporting institutional reconstruction remains indispensable, since the consistency of norm and practice cannot be realised without institutional synergy. The KPKNL must, accordingly, be empowered to conduct expanded *pre-auction due diligence*, including validation of the object's condition, verifiable electronic publication, and full documentation of the process, in order to close the openings for formal annulment. The National Land Agency (BPN) must be integrated with the KPKNL within a *single data system*, such that the transfer of rights following an auction proceeds automatically and without the administrative friction so often weaponised in tort litigation. On the judicial side, a specialised competence should be established within the Civil Chamber of the Supreme Court for the adjudication of execution-auction disputes, supported by a certification scheme for judges with specialist expertise in mortgage rights, so that the understanding of *lex specialis* is rendered more uniform (Ardiansyah, 2020).

The foregoing reconstruction operationalises three key theories. In Radbruch's terms, *Rechtssicherheit* cannot be achieved if a settled norm can be unmade by inconsistent rulings; the binding-precedent mechanism and the substantive PERMA serve to restore certainty, while the objective parameter of good faith preserves *Gerechtigkeit* and the smooth operation of banking credit safeguards *Zweckmäßigkeit*. In Hadjon's terms, preventive protection is realised through the strengthening of norms at the statutory and PERMA levels and through KPKNL verification, while repressive protection is realised through consistent adjudication and through a compensation mechanism for purchasers whose auctions have been wrongly annulled.

In Scholten's terms, *rechtsvinding* is restored to its authentic role of filling gaps and refining norms (*rechtsverfijning*), rather than serving as an instrument for the negation of norms, and judicial restraint becomes the trellis that keeps interpretation and construction within the corridor of a mature *bouche de la loi*—neither mechanistic nor unbridled (Suadi & Khuluq, 2025). The synthesis of all three yields a paradigm of adjudication that is structurally consistent, procedurally bound, and substantively legitimate.

CONCLUSION AND RECOMMENDATION

This study departs from the structural paradox between a normative framework that, at the level of *das Sollen*, provides layered protection to bona fide purchasers in mortgage execution auctions and a judicial practice (*das Sein*) that nonetheless tends to annul lawfully conducted auctions. On the basis of the analysis of the three research questions, conducted through Gustav Radbruch's theory of legal certainty, Philipus M. Hadjon's theory of legal protection, and Paul Scholten's theory of *rechtsvinding*—supported by the *goede trouw* doctrine

and the principles of legal preference—three hierarchically-ordered conclusions may be drawn.

First, the framework of normative legal protection afforded to bona fide purchasers in mortgage execution auctions has, in fact, been comprehensively and multilayered designed, encompassing both preventive and repressive mechanisms. At the preventive level, protection is realised through Articles 6, 7, and 14 paragraph (2) of Law No. 4 of 1996, which institute *parate executie*, *droit de suite*, and the *titel executorial*; these are reinforced by Article 31 of PMK No. 122/2023, which requires pre-auction document verification and articulates the principle of *finality* of lawfully conducted auctions; and further consolidated by SEMA No. 4 of 2016, which formulates three parameters of bona fide status—lawful procedure, reasonable price, and *duty of care*. At the repressive level, protection is anchored in a body of *constante jurisprudentie* of the Supreme Court, in particular Decisions No. 821 K/Sip/1974 and No. 1068 K/Pdt/2008, affirmed at the 2011 National Working Meeting of the Supreme Court under Decree of the Chief Justice No. 096/KMA/SK/VII/2011, which together systematically close the door on auction annulment and redirect the recovery of rights toward compensation. In Radbruchian terms, this *das Sollen* construction philosophically positions *Rechtssicherheit* as the foundation of a healthy and functional auction ecosystem.

Second, the paradox between the regulations and the Supreme Court rulings that annul auctions cannot be read as mere case-by-case variation; it is, rather, a structural paradox rooted in four interlocking factors. The **first** factor is structural-legislative: the asymmetric regulatory hierarchy in which the norms protecting bona fide purchasers reside only at the level of the PMK and the SEMA and are therefore easily defeated by tort claims grounded on Article 1365 of the Civil Code as *lex generalis*. The **second** is methodological: an uncontrolled freedom of *rechtsvinding* that exceeds the Scholtenian corridor and drifts into *contra legem* reasoning against settled jurisprudence. The **third** is doctrinal: the tug-of-war between *nemo plus juris transferre potest quam ipse habet* and the *goede trouw* doctrine, within a negative system of land registration with positive tendencies that still confers supremacy upon the former. The **fourth** is institutional: weak pre-auction procedural control by the KPKNL arising from inadequately integrated data across institutions, with implications for legal certainty that compound across the layers of the system.

Third, the regulatory reconstruction required does not stop at *norm reform*; it demands a paradigmatic shift toward a *judicial binding mechanism* that simultaneously addresses the normative, institutional, and judicial-cultural dimensions. At the normative level, the principle of *finality* of auctions under Article 31 of PMK No. 122/2023 and the parameters of bona fide status under SEMA No. 4 of 2016 should be elevated to the statutory level through revision of the UUHT, so that the principles *lex specialis derogat legi generali* and *lex posterior derogat legi priori* can be applied consistently by the courts without falling prey to the *lex superior* argument deployed in favour of Article 1365 of the Civil Code. At the institutional level, an expansion of the KPKNL's authority for deeper *pre-auction due diligence* is required, together with the integration of a *single data*

system linking the KPKNL, the BPN, and the religious courts, so that the transfer of rights following an auction proceeds without administrative friction, and the establishment of specialised competence within the Civil Chamber of the Supreme Court supported by certification of judges in mortgage law, with a view to producing a more uniform understanding of *lex specialis*. At the judicial-cultural level, a PERMA bearing the character of a *substantive guideline* is required to prohibit the annulment of auctions that satisfy the formal-material requirements, to confine *contra legem* reasoning to manifest procedural breaches, and to shift the burden of disproving good faith to the claimant.

SUGGESTIONS FOR FURTHER RESEARCH

This study, having been confined to the methodological corridor of prescriptive-analytical normative legal research, leaves open several productive avenues for further inquiry. **First,** a socio-legal study is recommended in order to interrogate, through interviews with justices of the Supreme Court's Civil Chamber, KPKNL officials, and execution advocates, the non-doctrinal factors that drive *contra legem* reasoning in the annulment of mortgage execution auctions, thereby furnishing empirical verification of the four structural causes of the paradox identified herein. **Second,** a quantitative-longitudinal mapping of Supreme Court rulings on auction annulment from 2010 to the present, employing legal text-mining and content-analysis techniques, would strengthen the evidentiary basis for elevating *finality* of auctions to the statutory rank through revision of the UUHT. **Third,** an interdisciplinary law-and-economics inquiry is warranted to quantify the externalities of legal uncertainty—rising non-performing loans, depressed reserve prices, and the systemic costs borne by the banking sector—thereby calibrating the relative weights of *Rechtssicherheit*, *Gerechtigkeit*, and *Zweckmäßigkeit* in concrete adjudication. Through these directions, it is hoped that the discourse on the protection of bona fide purchasers in mortgage execution auctions may be progressively deepened, both at the normative-doctrinal and at the empirical-practical level, in such wise as to contribute to the realisation of consistency between written norms and judicial practice within Indonesia's banking credit-security ecosystem.

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REFERENCES

Ardiansyah, M. K. (2020). Pembaruan Hukum Oleh Mahkamah Agung Dalam Mengisi Kekosongan Hukum Acara Perdata Di Indonesia. *Jurnal Ilmiah Kebijakan Hukum*, *14*(2), 361–384. Https://Doi.Org/10.30641/Kebijakan.2020.V14.361-384

Azzahra, S. F., & Badriyah, S. M. (2023). Pengamanan Pemberian Kredit Bank Dengan Jaminan Hak Guna Bangunan. *Lex Renaissance*, *8*(1), 167–184. Https://Doi.Org/10.15408/Jch.V1i2.1468

Br. Sembiring, M. S., & Ilham, M. (2023). Akibat Hukum Terhadap Pembatalan Risalah Lelang Eksekusi Hak Tanggungan. *Indonesia Journal Of Business Law*, *2*(2). Https://Doi.Org/10.47709/Ijbl.V2i2.2780

Firdaus, M. B. (2025). Dialektika Keadilan, Kepastian, Kemanfaatan Hukum Dalam Perspektif Gustav Radbruch Pada Hukum Indonesia. *Jurnal Kajian Hukum Dan Kebijakan Publik*, *3*(1), 357–367. Https://Jurnal.Kopusindo.Com/Index.Php/Jkhkp/Article/View/1320/1152

Hakim, Muh. R. (2016). Implementasi Rechtsvinding Yang Berkarakteristik Hukum Progresif The Implementation Of Rechtsvinding Based On Progressive Law. *Jurnal Hukum Dan Peradilan*, *5*(2), 227–248. Https://Doi.Org/10.25216/Jhp.5.2.2016.227-248

Halawa, A. N. (2022). Perlindungan Hukum Terhadap Kreditur Atas Upaya Penundaan Lelang Eksekusi Hak Tanggungan Akibat Kredit Macet (Studi Putusan Mahkamah Agung Nomor 15 K/ Pdt/ 2019). *Recital Review*, *4*, 140–164.

Hendrik, S., & Zuhir, M. A. (2023). Implementasi Pasal 20 Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan Dalam Menjamin Kepentingan Para Pihak Di Kantor Pelayanan Kekayaan Negara Dan Lelang (Kpknl) Palembang. *Lex Lata: Jurnal Ilmiah Ilmu Hukum*, *5*, 114–132. Https://Doi.Org/Http://Dx.Doi.Org/10.28946/Lexl.V5i1.1875

Hirsanuddin, & Sudiarto. (2021). Legal Protection For Parties (Creditor And Debtor) Thorough Parate Execute Object Of Mortgage. *Jurnal Ius Kajian Hukum Dan Keadilan*, *9*(1), 253–267. Https://Doi.Org/10.29303/Ius.V9i1.890

Hutapea, J. A. P. (2020). Perlindungan Hukum Terhadap Debitur Atas Lelang Eksekusi Hak Tanggungan Yang Tidak Mencapai Nilai Maksimum (Studi Kasus: Putusan Pengadilan Purwokerto No: 48/Pdt.G/2019/Pn Pwt). *National Conference On Law Studies (Ncols)*, 448–463.

Https://Conference.Upnvj.Ac.Id/Index.Php/Ncols/Article/View/1493/952

Irefani, N. (2020). Asas Lex Superior, Lex Specialis, Dan Lex Posterior: Pemaknaan, Problematika, Dan Penggunaanya Dalam Penalaran Dan Argumentasi Hukum. *Jurnal Legislasi Indonesia*, *16*(3), 305–325. Https://Doi.Org/10.54629/Jli.V17i3.711

Khairandy, R. (2009). Makna, Tolok Ukur, Pemahaman, Dan Sikap Pengadilan Di Indonesia Terhadap Iktikad Baik Dalam Pelaksanaan Kontrak. *Jurnal Hukum Ius Quia Iustum*, *16*, 51–71. Https://Journal.Uii.Ac.Id/Iustum/Article/View/387

Larasati, F. R., & Bakri, M. (2019). *View Of Implementasi Surat Edaran Mahkamah Agung Nomor 4 Tahun 2016 Pada Putusan Hakim Dalam Pemberian Perlindungan Hukum Bagi Pembeli Beritikad Baik*. *9*, 881–902.

Muslih, M. (2013). Negara Hukum Indonesia Dalam Perspektif Teori Hukum Gustav Radbruch (Tiga Nilai Dasar Hukum). *Legalitas*, *Iv*. Https://Legalitas.Unbari.Ac.Id/Index.Php/Legalitas/Article/View/117/103

Ningsih, A. (2021). Kajian Yuridis Efektifitas Penyelesaian Kredit Macet Melalui Lelang Hak Tanggungan. *Arena Hukum*, *14*(3), 546–566. Https://Doi.Org/10.21776/Ub.Arenahukum.2021.01403.7

Nugrohandhini, D., & Mulyati, E. (2019). *Jurnal Bina Mulia Hukum Akibat Hukum Gugatan Dan Perlawanan Terhadap Lelang Eksekusi Hak Tanggungan*. Https://Doi.Org/10.23920/Jbmh.V4n1.3

Putra, W. S., Zuhairi, A., Salam, S., & Lubis, E. L. T. (2018). *Penjelasan Hukum:Pembeli Beritikad Baik Perlindungan Hukum Bagi Pembeli Beritikad Baik Dalam Sengekta Perdata Berobjek* (A. W. Bedner, I. Nasima, & N. Syarifah, Eds.). Leip.

Putro, W. D., & Zuhaini, A. (2017). Menimbang Prinsip "Duty Of Care": "Pembeli" Melawan 'Pembeli' Dalam Sengketa Jual Beli Tanah. *Jurnal Yudisial*, *10*(1), 99–44. Https://Doi.Org/Https://Doi.Org/10.29123/Jy.V10i1.133

Sholikin, N. (2017, February). *Mencermati Pembentukan Peraturan Mahkamah Agung (Perma)*. Rechtsvinding Online. Https://Rechtsvinding.Bphn.Go.Id/Articles/229

Sianipar, F. P. A. (2020). Pengaruh Yurisprudensi Terhadap Prinsip Kemerdekaan Hakim. *Tanjungpura Law Journal*, *4*, 82–94. Http://Jurnal.Untan.Ac.Id/Index.Php/Tlj

Simanjuntak, E. (2019). Peran Yurisprudensi Dalam Sistem Hukum Di Indonesia. *Jurnal Konstitusi*, *16*(1), 83. Https://Doi.Org/10.31078/Jk1615

Siregar, M. S. (2024). Perlindungan Hukum Terhadap Nasabah Atas Pembatalan Lelang Eksekusi Hak Tanggungan Oleh Bank. *Rechtsnormen Jurnal Komunikasi Dan Informasi Hukum*, *2*(2), 74–81. Https://Doi.Org/10.56211/Rechtsnormen.V2i2.478

Sjahdeini, S. R. (1999). Hak Tanggungan: Asas-Asas, Ketentuan-Ketentuan Pokok Dan Masalah-Masalah Yang Dihadapi Oleh Perbankan. Alumni.

Soekanto, S., & Mamudji, S. (2015). Penelitian Hukum Normatif: Suatu Tinjauan Singkat. Rajawali Pers.

Suadi, A., & Khuluq, M. K. (2025). Penemuan Hukum: Teori Dan Praktik Dalam Putusan Pengadilan. Kencana.

Subekti, R. (2005). Hukum Perjanjian. Intermasa.

Sulistyawan, A. Y., & Atmaja, A. F. P. (2021). Arti Penting Legal Reasoning Bagi Hakim Dalam Pengambilan Putusan Di Pengadilan Untuk Menghindari "Onvoldoende Gemotiveerd." *Jurnal Ius Constituendum*, *6*(2), 482–496. Https://Doi.Org/10.26623/Jic.V6i2.4232.

Sutendi, A. (2011). Peralihan Hak Atas Tanah Dan Pendaftarannya. Sinar Grafika

Tanuwidjaja, H. (2016). *Parate Eksekusi Hak Tanggungan Kontra Fiat Pengadilan*. Https://Doi.Org/Https://Doi.Org/10.24246/Jrh.2016.V10.Il.P99-109

Wicaksono, D. A., & Tonralipu, A. S. (2021). Mencari Jejak Konsep Judicial Restraintdalam Praktik Mencari Jejak Konsep Judicial Restraintdalam Praktik Kekuasaan Kehakiman Di Indonesia Kekuasaan Kehakiman Di Indonesia. *Jurnal Hukum & Pembangunan*, *51*(1). Https://Doi.Org/10.21143/Jhp.Vol51.No1.3014

Yonatan, & Agustina, R. (2022). The Feud Of Nemo Plus Iuris Ad Alium Transferre Potest Quam Ipse Habet And Nemo Dat Quad Non Habet (Nemo Dat Rule) Legal Principles Against The Legal Principle Of Good Faith (Bona Fides) In Indonesian Courts. In *Indonesia Law Review* (Vol. 12, Number 2, pp. 101–116). University of Indonesia Faculty of Law. https://doi.org/10.15742/ilrev.v12n2.5