

The Role of the Court in Providing Legal Certainty for the Return of the Name of the Land Certificate When the Seller Is Unknown

Zulfi Diane Zaini, Ari Harliansyah*

Faculty of Law, Universitas Bandar Lampung, Lampung, Indonesia.

@ : ariharliansyah@gmail.com

Corresponding Author*



Abstract

Introduction: This study analyzes the juridical aspects of the renaming of land title certificates when the seller's whereabouts are unknown, referring to Decision Number 8/Pdt.G/2024/PN.Gdt. The practice of buying and selling land that is not immediately registered causes a mismatch between physical control and juridical data, hampering the process of changing the name.

Purposes of the Research: This research aims to identify the factors that cause these obstacles as well as the basis for the judge's consideration in validating the land sale and purchase certificate.

Methods of the Research: Using normative and empirical juridical methods with qualitatively analyzed secondary data and interviews.

Results Main Findings of the Research: It was found that the main causes included delays in the registration of transfer of rights, long physical possession of land, the absence of sellers, and limited administrative authority of the National Land Agency. The judge certified the sale and purchase certificate based on the fulfillment of the legal conditions of the agreement, strong evidence, the good faith of the plaintiff, and for the sake of legal certainty and order of land administration.

Keywords: Change the Name of the Certificate; Buying and Selling Land; Legal Certainty; Court Decision.

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INTRODUCTION

Land is one of the basic human needs that has an important role in life, both as a place to live, a source of livelihood, and as a high-value economic asset. In Indonesia, land is not only seen as an economic object, but also has a social and cultural dimension that is closely related to the identity and welfare of the community. Therefore, the control, utilization, and ownership of land must be carried out in an orderly manner and based on applicable laws so as not to cause conflicts and legal uncertainty in the future.

As a country of law, Indonesia guarantees certainty and legal protection for all its citizens as affirmed in Article 1 paragraph (3) of the Constitution of the Republic of Indonesia in 1945. Legal certainty in the context of land is realized through the land registration system organized by the government. This system aims to ensure legal certainty and legal protection for land rights holders¹, as well as providing information to interested parties regarding the status and subject of land rights. The legal basis for the implementation of

¹ Satjipto Rahardjo. *Ilmu Hukum*. (Bandung: Citra Aditya Bakti, 2019).

land registration in Indonesia is contained in Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles, which states that to ensure legal certainty, the government organizes land registration throughout the territory of the Republic of Indonesia. This provision is further elaborated through Government Regulation Number 24 of 1997 concerning Land Registration, which regulates the procedures for registration for the first time and registration of the transfer of land rights. One form of registration for the transfer of rights is the change of name of the land certificate, which is an administrative process to change the name of the right holder in the land book and certificate as a legal result of the transfer of rights either due to sale and purchase, grant, inheritance, or court decision. The name change process is intended so that the juridical data in the land book is always up-to-date and in accordance with the actual legal situation.

However, in practice, the process of changing the name does not always run in accordance with the principles and legal principles that should be. It is often found in cases where the transfer of rights is carried out without meeting the formal and material requirements as stipulated in laws and regulations. In fact, there are also cases where the name change process is carried out with legally defective documents or occurs without the knowledge of the legitimate landowner. Conditions like this certainly have the potential to cause prolonged land disputes and harm certain parties. Legal certainty in the field of land is very important, because without legal certainty, land rights will be easily disputed.

Urip Santoso explained that legal certainty in the land sector is not only realized through the existence of written regulations, but also through the implementation of orderly, transparent, and accountable land registration administration.² If administrative procedures are not carried out correctly, then land certificates that should be strong evidence can actually cause legal uncertainty. One of the relevant cases to be studied is the Decision of the Gedongtataan District Court Number: 8/Pdt.G/2024/PN.Gdt, which shows that there is a dispute regarding the validity of the process of changing the name of land certificates. The problem arises in the case, whether the name change process has been carried out in accordance with the provisions of the law, and how the principle of legal certainty is applied in the decision. This case is interesting because it involves a clash between the administrative procedure of land registration and the protection of a person's civil rights.

Adrian Sutedi said that the National Land Agency must function as an institution that is not only administrative, but also guarantees substantive justice in the implementation of land registration.³ In addition, the role of the National Land Agency as an institution authorized to organize land registration is also in the spotlight. The National Land Agency has a great responsibility in ensuring that every land administration activity is carried out in accordance with the provisions of the law and ensuring the validity of any transfer of rights⁴. But in reality, there are still various forms of negligence, inaccuracy, or even abuse of authority that cause losses to society. This phenomenon shows that the principle of legal certainty has not been fully realized in the practice of land administration in Indonesia. In fact, this principle has an important role to provide a sense of security for rights holders and to prevent the emergence of new disputes.

² Urip Santoso, *Pendaftaran dan Peralihan Hak Atas Tanah*, (Jakarta: Kencana Prenada Media, 2018), p. 45.

³ Adrian Sutedi, *Sertifikat Hak Atas Tanah: Teori dan Praktik*, (Jakarta: Sinar Grafika, 2020), p. 102.

⁴ Effendi Perangin. *Hukum Agraria di Indonesia*, (Jakarta: Rajawali Pers, 2008)

The principle of legal certainty in the context of agrarian law cannot be separated from the principle of justice and utility. Land law is not only aimed at protecting individual rights, but also to realize administrative order and the benefit of the wider community.⁵ Therefore, it is important to conduct an in-depth study of the application of the principle of legal certainty in the process of changing the name of land certificates, especially through a study of Decision Number: 8/Pdt.G/2024/PN.Gdt. This analysis is expected to provide a concrete picture of how judges interpret and apply the principle of legal certainty in land disputes, as well as the extent to which the decision has implications for administrative practices within the National Land Agency.

One example of the problem is Decision Number: 8/Pdt.G/2024/PN.Gdt, which began on February 20, 1997, when Gerry Siagian as the Plaintiff bought and sold agricultural land with Denty Siagian as the Defendant. The object of sale and purchase is in the form of land covering an area of 4,210 m² located in Sungai Langka Village, Gedong Tataan District, formerly South Lampung Regency and now includes the Pesawaran Regency area. The transaction was carried out in cash and witnessed by the Plaintiff's wife, the Head of Hamlet IX Sungai Langka, and other witnesses.

After the sale and purchase was carried out, the Defendant handed over the Certificate of Title Number 184 in his name to the Plaintiff, and since then the Plaintiff has physically controlled and managed the land, including paying taxes on the land in question. However, the Plaintiff has not changed the name of the certificate due to cost limitations, even though the possession of the land has been continuous since 1997 without interference from other parties. In January 2024, the Plaintiff went to the National Land Agency of Pesawaran Regency to reapply for the name of the certificate from Denty Siagian's name to his own name. The application was rejected because the seller had to be present and sign the documents, while the Defendant was no longer known, both domestically and abroad. On the advice of the National Land Agency, the Plaintiff then took the legal route by filing a lawsuit with the Gedong Tataan District Court. On June 11, 2024, the Plaintiff registered a lawsuit listed in Register Number 8/Pdt.G/2024/PN Gdt, with the aim that the court declared the sale and purchase of land in 1997 legal, determined that the Defendant's whereabouts were unknown, and ordered the Pesawaran Regency BPN to change the name of the Certificate of Property Rights Number 184 from the name Denty Siagian to himself, Gerry Siagian.

METHODS OF THE RESEARCH

Research methodology is a scientific method used to obtain data for a specific purpose and can be scientifically accountable. Legal research, research methods play an important role in providing direction and guidelines so that the discussions carried out have a systematic, rational, and objective basis⁶. The research methods used in this study are normative juridical approaches and empirical approaches. The normative juridical approach is carried out by viewing legal problems as norms or rules that apply and are relevant to the object of research. Normative juridical research is carried out through the study of literature on various legal materials that are theoretical in nature, namely by

⁵ Rachmadi Usman, *Hukum Agraria: Perlindungan Hak atas Tanah*, (Jakarta: Sinar Grafika, 2019), p. 66.

⁶ Soerjono Soekanto. *Pengantar Penelitian Hukum*. (Jakarta: UI Press, 2018).

examining legal sources, legal principles, the opinions of scholars, as well as applicable laws and regulations related to the problems being studied. In addition, this research also uses an empirical approach, which is an approach that is based through research directly in front of the research object. The empirical approach is carried out by conducting observations and interviews with parties related to research problems, in order to obtain primary data that reflects the application of the law in practice in the community.

RESULTS AND DISCUSSION

A. The Factors Causing the Land Title Certificate Name Change Process Without Knowing the Whereabouts of the Land Seller Based on Decision Number: 8/Pdt.G/2024/PN.Gdt.

The name of the land title certificate is one of the important instruments in the land registration system which aims to ensure legal certainty and legal protection for land rights holders. Through the process of name change, the juridical data on the subject of land rights is updated to be in line with the actual legal situation. Therefore, the existence of name change cannot be separated from the main purpose of implementing land registration as mandated in Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles and Government Regulation Number 24 of 1997 concerning Land Registration⁷.

The implementation of the process of changing the name of the land title certificate in land practice often faces obstacles, especially when the transfer of rights that has occurred is not immediately followed up with registration⁸. This condition is clearly illustrated in Decision Number: 8/Pdt.G/2024/PN.Gdt, where the transfer of land rights through buying and selling has been going on since 1997, but the process of changing the name of the certificate was only submitted in 2024. This very long period of time raises various legal problems, one of which is the unknown whereabouts of the land seller.

Based on the results of an interview with Nanang Setyawan, as the Head of the Pesawaran Regency Land Office, it is explained that normatively the land office can only carry out the name change process if all administrative and formal requirements have been met. The land office does not have the authority to assess or determine the material truth of a civil relationship, but only makes a record based on valid and complete documents. Therefore, if the party whose name is listed in the certificate is unknown and cannot be presented to meet the administrative requirements, then the name change process cannot be continued through the ordinary administrative mechanism. Furthermore, Nanang Setyawan, explained that the delay in the registration of the transfer of land rights is one of the factors that most often cause problems in land practices. Many people have bought and sold land legally according to social understanding, but did not immediately register the transfer of these rights to the land office. As a result, when the new rights holder wants to change the name of the certificate, the seller's whereabouts are unknown for various reasons, such as changing domicile, death, or can no longer be factually traceable. The delay in the registration of the transfer of rights shows that there is a gap between positive legal provisions and the practices that are developing in the community. Especially in the past in

⁷ Biyan Marco Christian Solukh, Darius Mauritsius, and Yossie M Y Jacob. "Pelaksanaan Balik Nama Sertifikat Hak Milik Dalam Jual Beli Tanah Pada Kantor Pertanahan Kota Kupang." *Artemis Law Journal* 1, no. 1 (2023): 91-102. <https://doi.org/10.35508/alj.v1i1.13342>.

⁸ Christiana Sri Murni, and Sumirahayu Sulaiman. "Sertifikat Hak Milik Atas Tanah Merupakan Tanda Bukti Hak Kepemilikan Tanah." *Lex Librum* 8, no. 2 (2022): 183-198. <https://ojs.stihpada.ac.id/index.php/lexlibrum/article/view/370>

social life, the sale and purchase of land was often seen as completed and legal only with the agreement of the parties, full payment, and the handover and physical control of the land. The registration of the transfer of rights is often perceived as an administrative formality that can be done in the future, and it is not uncommon to ignore it altogether if there is no dispute.

This kind of view has a direct impact on the orderly administration of land. When the transfer of rights is not immediately registered, the juridical data recorded in the certificate no longer reflects the actual state of law. This creates a mismatch between factual control and administrative records, which ultimately has the potential to cause legal uncertainty. In this case, the incompatibility becomes even more complex when the seller can no longer be present in the name change process.

In addition to the factor of delay in registration, physical control of the land by the buyer for a very long period of time is also a factor that affects the process of changing the name without knowing the whereabouts of the land seller. Since the sale and purchase in 1997, the plaintiff has controlled the land in real terms, continuously, and without interference from any party. This control is even accompanied by the fulfillment of land tax obligations, which in practice is often understood as a form of ownership legitimacy.

Based on Nanang Setyawan's explanation, the condition of the old physical possession often gives rise to the assumption that the land rights have been transferred completely, even though administratively the name of the certificate has not been changed. However, in the Indonesian land law system, physical control and payment of taxes cannot replace the function of land registration as the main means of providing legal certainty. As long as the name of the right holder in the certificate has not been updated, administratively the right to the land is still attached to the party whose name is listed in the certificate.

The discrepancy between the facts of control and the juridical data puts the new rights holder in a legal position that is not completely secure. On the one hand, the land has been controlled and utilized for a long period of time. But on the other hand, administratively there are still other parties who are registered as rights holders. This situation then demands legal certainty through certain legal mechanisms, especially when the seller can no longer be presented, the unknown existence of the land seller is a very decisive factor in this case. The existence of parties whose names are listed in the title certificate has an important meaning in the land administration process, because it is directly related to the protection of the civil rights of the subject of the law. The land office cannot unilaterally conclude that the seller has lost or no longer has a legal interest in the land without a clear and accountable legal basis. In this regard, based on the results of an interview with M. Rizqi Zamzami, as a Judge at the Gedong Tataan District Court, it was explained that the condition of not knowing the existence of the land seller caused an uncertain legal situation for the buyer. On the one hand, the buyer has been in control of the land for a very long time and has shown good faith. But on the other hand, juridically there are still other parties listed as rights holders in the certificate. This situation cannot be allowed to drag on because it has the potential to cause legal disputes and uncertainty in the future.

M. Rizqi Zamzami, explained that in these conditions, the court has a very important role to provide legal certainty through the judicial mechanism. The court is authorized to examine the legal facts revealed at the trial, assess the evidence submitted by the parties,

and determine the actual state of the law. Through a court decision, legal relationships that were previously administratively unenforceable acquire binding legal legitimacy.

In addition, the non-making of a sale and purchase deed by the Land Deed Making Officer at the time of the transaction is also a factor that aggravates the problem in the process of changing the name of the certificate. The practice of buying and selling land under the hand, although once considered prevalent, does not provide adequate legal certainty in a land registration system that emphasizes administrative order and legal formalities. The absence of a sale and purchase deed causes the transfer of rights document to not meet the formal requirements required for the registration of the transfer of rights at the land office.

This condition only poses serious problems when the buyer needs administrative legitimacy, while the seller can no longer be presented. At this point, the formal deficiencies that occurred at the time of the transaction could not be corrected through administrative mechanisms, so the courts became the only means that could provide legal solutions. The court decision then serves as a valid legal basis for the land office to carry out the process of changing the name of the land title certificate.

Based on the overall description, it can be seen that the process of changing the name of the land title certificate without knowing the whereabouts of the land seller is the result of a series of interrelated factors, ranging from the delay in the registration of the transfer of rights, the physical control of the land that lasts for a long time, the unknown existence of the seller, the limited administrative authority of the land office, to the absence of formal documents in the form of a sale and purchase deed. These factors suggest that non-compliance with land legal procedures in the early stages of the transfer of rights can lead to complex and protracted legal issues.

Decision Number: 8/Pdt.G/2024/PN.Gdt shows that under certain conditions, the court plays an important instrument to restore legal certainty that cannot be achieved through land administration mechanisms alone. Through a court decision, the legal interests of the party in good faith can be protected, as well as provide a legal basis for the land office to carry out the process of changing the name of the land title certificate in an orderly, transparent manner, and in accordance with the applicable legal provisions.

Furthermore, the condition of the unknown existence of the land seller in this case also reflects the weak legal safeguard mechanism for the transfer of land rights that are not immediately registered. The registration of the transfer of rights in the land law system has a preventive function to prevent disputes in the future. When the preventive function is not carried out optimally, the potential for disputes actually gets bigger over time. This shows that land registration not only functions as a means of proof, but also as an instrument of legal risk control.

This condition is even more complex when it is associated with the aspect of legal protection for parties in good faith. In a quo case, the buyer has shown good faith through real land ownership, tax payments, and efforts to change the name of the certificate when realizing the importance of legal certainty. However, such good faith is not enough to produce legal certainty without administrative or judicial legitimacy. This situation shows that good faith must be factually affirmed through formal legal mechanisms in order to

obtain recognition from the state. In the practice of land, it is not uncommon to encounter the assumption that land tenure for a long period of time will automatically strengthen one's legal position. However, this assumption is not entirely in line with the positive legal system that places land registration as the main instrument of legal certainty. Therefore, when physical control is not accompanied by an update of juridical data, the legal position of the party who controls the land remains in a vulnerable position, especially if administrative needs arise such as changing the name of the certificate.

This situation ultimately places the court as an institution that has a strategic role in bridging the incompatibility between social facts and legal norms. Through the examination of civil cases, the court not only resolves disputes between individuals, but also serves to reaffirm the legal order and orderliness of land administration. The court decision in this case does not stand alone as a judicial product, but has direct implications for the implementation of land administration by the National Land Agency. Therefore, it can be understood that the process of changing the name of the land title certificate without knowing the existence of the land seller is not a simple legal phenomenon. The process is an accumulation of various factors that take place over a long period of time, involving social practices, administrative limitations, and the need for legal certainty that can only be fulfilled through judicial mechanisms. Therefore, Decision Number: 8/Pdt.G/2024/PN.Gdt has an important meaning not only for the parties to the case, but also for the development of land law practices in order to strengthen legal certainty and protection of land rights in Indonesia.

B. The Basis of the Judge's Consideration in Accepting and Validating the Land Sale and Purchase Certificate Submitted by the Plaintiff Based on Decision Number: 8/Pdt.G/2024/PN.Gdt

The basis of the judge's consideration is an essential part of a court decision, because through these considerations, it can be known how the judge assesses the legal facts revealed at the trial, applies the applicable legal provisions, and balances the value of legal certainty, justice, and utility⁹. Decision Number: 8/Pdt.G/2024/PN.Gdt, the panel of judges was faced with a complex legal issue, namely the application for ratification of the land sale and purchase certificate which was carried out under the hand, where the seller's whereabouts were unknown, while the buyer had controlled the land object for a very long time.

Based on the results of an interview with M. Rizqi Zamzami, as a Judge at the Gedong Tataan District Court, it was explained that in examining this case, the panel of judges could not only adhere to textual legal formalities. The judge must dig deeply into the facts that occurred, assess the evidence submitted, and pay attention to the social and juridical context of the legal relationship of the parties. This approach is necessary because the problems raised are not solely related to the validity of the document, but also concern the legal certainty of ownership of land that has been controlled for a very long time.

One of the main considerations of the judge in receiving and validating the land sale and purchase certificate is the fulfillment of the elements of the validity of the agreement as stipulated in Article 1320 of the Civil Code. The panel of judges in this case, considered that

⁹ Sudikno Mertokusumo. *Legal Invention: An Introduction*. (Yogyakarta: Liberty Yogyakarta, 2022)

at the time of the sale and purchase there had been an agreement between the seller and the buyer, the parties had legal skills, the object of the agreement was clear and certain in the form of a piece of land, and the causa agreement did not contradict the law. Although the agreement is not stated in the form of an authentic deed, the substance of the agreement is considered to have met the requirements for the validity of the agreement according to civil law.

These considerations were strengthened by the evidence submitted by the plaintiff, including the land sale and purchase certificate and the testimony of witnesses who knew directly about the sale and purchase transaction in 1997. Consistent witness statements gave confidence to the panel of judges that the sale and purchase of the land had really occurred and was not a fictitious or fabricated legal act. The suitability between the evidence of the letter and the witness statement in the context of civil evidence has a strong evidentiary value and can form the judge's belief.

In addition to assessing the validity of the agreement and evidence, the judge also considered the facts of the plaintiff's land tenure. Since the sale and purchase occurred, the plaintiff has controlled the land in a real, open, and continuous manner for decades without any interference or objection from the seller or other third parties. The control is also accompanied by the fulfillment of the tax obligation on the land, which shows the good faith of the plaintiff in exercising his rights and obligations as the owner of the land.

M. Rizqi Zamzami explained that the possession of land for a very long period of time without any dispute is a legal fact that cannot be ignored by the court. This fact shows that the legal relationship between the seller and the buyer has been socially accepted and does not cause conflict in society. Therefore, the court needs to provide legal protection against these factual circumstances so that they do not continue to be in legal uncertainty, the unknown existence of the land seller is also an important consideration for the panel of judges. This case has been summoned in accordance with the provisions of the civil procedure law, but the seller still cannot be presented because his whereabouts are unknown. So that in such conditions, the civil procedure law provides space for the court to continue the examination of the case and render a verdict, as long as the summons procedure has been carried out properly. This approach is necessary so that legal uncertainty does not last indefinitely and harms parties in good faith.

The judge's considerations also include the function of the court as an institution that provides legal solutions when the administrative mechanism cannot run. The land office in this case, cannot process the name of the certificate because of the absence of the seller and the non-fulfillment of certain formal requirements. Therefore, the ratification of the land sale and purchase certificate through a court decision is seen as the only legal avenue available to provide legal certainty to the plaintiff and restore orderly land administration.

The judge also considered that the ratification of the land sale and purchase certificate did not cause losses to other parties. During the trial process, no third party filed any objections or claims on the disputed land object. This condition shows that the ratification of the sale and purchase certificate does not have the potential to cause new disputes, but rather resolves the legal uncertainty that has been going on for a long time.

In addition, the panel of judges views that the ratification of the land sale and purchase certificate is not an act to create new rights, but to affirm and recognize legal relationships that have factually existed for a long time. Thus, the decision is in line with the principles of legal certainty and justice, because it provides legal recognition of real circumstances and does not contradict positive law.

The judge's consideration in a broader context, in this case, reflects the application of the principle of substantive justice. The judge is not stuck in a formalistic approach that solely assesses the validity of a document based on its form, but also pays attention to the substance of the legal relationship and the interests of the parties. This approach is in line with the judge's obligation to explore, follow, and understand the values of law and a sense of justice that live in society.

Based on these considerations, the panel of judges stated that the land sale and purchase certificate submitted by the plaintiff was valid and had legal force. This decision also provides a strong legal basis for the Pesawaran Regency Land Office to carry out the process of changing the name of the land title certificate from the seller's name to the plaintiff. Thus, Decision Number: 8/Pdt.G/2024/PN.Gdt not only resolves civil disputes, but also functions as an instrument for restoring legal certainty and order in land administration. The panel of judges in Decision Number: 8/Pdt.G/2024/PN.Gdt also considered the position of the land sale and purchase certificate in the civil law evidentiary system. Even though the letter is not an authentic deed like a deed made by the Land Deed Making Official, the sale and purchase certificate still has the evidentiary value as a deed under hand. The deed under hand in the civil procedure law does not necessarily lose its evidentiary force, as long as it can be proven to be true through other valid evidence, such as witness statements, confessions of the parties, and corresponding facts.

The panel of judges in this case, considered that the land sale and purchase certificate submitted by the plaintiff did not stand alone, but was strengthened by a series of interrelated and supporting evidence. The testimony of witnesses who knew directly about the sale and purchase, the possession of the land by the plaintiff for a very long period of time, and the absence of objection from any party for decades, formed a consistent series of legal facts. This series of facts gave confidence to the panel of judges that the land sale and purchase certificate reflected the legal events that actually occurred.

In addition to the evidentiary aspect, the judge also considered the principle of legal certainty in relation to the sustainability of land administration, in conditions where the legal relationship has lasted for a long time and does not cause disputes, but is hampered by formal administrative constraints, the court is seen as having the authority to provide legal certainty so that legal stagnation does not occur. In the absence of a court decision, the plaintiff will continue to be in an uncertain legal position, because it cannot change the name of the certificate even though it has factually controlled the land legally and in good faith.

These considerations show that the panel of judges does not only view this case as a dispute between individuals, but also as a matter of legal certainty that has an impact on the orderly administration of land. The court's decision in this case serves as a bridge between civil law and land administration law, where the court provides juridical legitimacy which then becomes the basis for the land office to carry out further administrative actions.

The judge also pays attention to the principle of proportionality in imposing a verdict. The ratification of the land sale and purchase certificate is seen as a proportionate step because it is in line with the factual circumstances that have lasted for a long time and does not cause losses to other parties. In this case, there is no evidence to show that the ratification of the letter will be detrimental to the legal interests of the seller or a third party. On the contrary, the ratification actually provides legal certainty and prevents potential disputes in the future.

In addition, the panel of judges considered that the law should not allow a legal situation to be in prolonged uncertainty. Legal uncertainty over the status of land rights not only harms the parties concerned, but also has the potential to have a negative impact on law and public trust in the legal system. Therefore, the court is obliged to provide a final and binding legal settlement, as long as it is supported by sufficient facts and evidence.

The verdict, from the perspective of legal protection, reflects the court's efforts to protect the rights of the party in good faith. The plaintiff in this case has shown good faith through open land ownership, fulfillment of tax obligations, and efforts to take legal channels officially to obtain legal certainty¹⁰. This good faith is one of the important considerations in providing legal protection through the ratification of the land sale and purchase certificate, taking into account all these aspects, the panel of judges ultimately considered that the ratification of the land sale and purchase certificate was the most appropriate and fair legal solution in this case. The decision not only resolves the legal issues faced by the plaintiffs, but also provides guidelines for the practice of land law, especially in dealing with cases of transfer of land rights that are not immediately registered and hampered by formal constraints.

CONCLUSION

The submission of the process of changing the name of the land title certificate without knowing the whereabouts of the land seller occurred as a result of the non-immediate implementation of the registration of the transfer of land rights after the sale and purchase. In this case, the sale and purchase of land has been going on since 1997 and is carried out in full, but it is not followed by the process of changing the name of the certificate in accordance with the provisions of laws and regulations in the land sector. The delay resulted in a discrepancy between the factual circumstances in the form of physical control of the land by the buyer and the juridical circumstances stated in the title certificate, the unknown existence of the land seller at the time of the re-application of the certificate caused the land administration process to not be carried out through the usual mechanism, because the National Land Agency only has administrative authority that requires the completeness of documents and the presence of interested parties. This condition puts the buyer in an uncertain legal situation even though he has controlled the land for a long period of time and acted in good faith. Then the basis of the judge's consideration in accepting and validating the land sale and purchase certificate submitted by the plaintiff in Decision Number: 8/Pdt.G/2024/PN.Gdt is based on a thorough assessment of the legal facts and evidence revealed at the trial. The judge considered that even though the land sale and

¹⁰ Ferdiansyah Nugroho, and Niru Anita Sinaga. "Verzet's Legal Remedies Mechanism for Verstek Decisions in Civil Procedure Law." *Lex Laguens: Journal of Law and Justice Studies* 3, no.1 (2025): 188-203.

purchase agreement was carried out under hand and was not stated in the authentic deed, the substance of the agreement had met the requirements for the validity of the agreement as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement, the competence of the parties, a clear object of the agreement, and a halal causa. In addition, the judge considered the possession of the land by the plaintiff that had taken place in a real, open, and continuous manner for a very long period of time, accompanied by the fulfillment of tax obligations and the absence of objections or claims from the seller or other third parties.

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Conflict of Interest Statement: The author(s) declares that research was conducted in the absence of any commercial or financial relationship that could be construed as a potential conflict of interest.

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