

LEGAL PROTECTION OF BUYERS THAT IS GOOD TO GO TO THE LAND BECAUSE BLOCKING BY ANOTHER PART

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ABSTRACT:

The method used in this research is normative legal research conducted in an effort to obtain the data needed in connection with the problem. The data used are secondary data consisting of primary legal materials and secondary legal materials and terrier legal materials. Besides that primary data is also used as a support for secondary data legal materials. For data analysis, a qualitative juridical analysis method was used. This study uses the theory of Legal Certainty according to Gustav Radbruch and the theory of Legal Protection according to Philipus M. Hadjon.

From the research results Legal protection against buyers with good intentions due to blocking by other parties, namely buyers with good intentions must be protected because legal protection to buyers with good intentions has been regulated in MA Jurisprudence dated March 29, 1982 Number 1230 K / Sip / 1980, confirming that buyers those with good intentions must get legal protection. A good intention buyer is if he has fulfilled the material requirements and formal conditions at the time of making a sale and purchase of land, then the legal act of buying and selling gets legal protection because it is considered to have fulfilled the legal requirements. - The right of buyers with good intentions must be fulfilled, so

that the process of returning names must be processed by the parties concerned. Legal certainty for buyers with good intentions with the blocking of buying and selling objects by other parties, namely buyers with good intentions must obtain legal certainty in which the element of good faith is honesty, obligations have been fulfilled and have no immoral purpose. Blocking is limited to providing legal certainty regarding holders of land rights and is based on ATR Minister Regulation / Head of BPN No. 13 of 2017 Regarding the Procedures for Blocking and Sita, especially in Article 13, explains in full to provide legal certainty to the public, especially buyers who have good intentions in the process of transferring land rights.

KEY WORDS: good intention buyer, fulfilled the material requirements, formal conditions

INTRODUCTION:

Land has an important meaning in human life because land has a dual function, namely as social assets and capital assets. As social assets land is a means of binding social unity among the people of Indonesia for life and living, while as capital assets land is a capital factor in development. As capital assets, the land has grown as a very important economic object as well as a material for trade and speculation. On the one hand the land must be used and

utilized for the maximum welfare of the people, physically, mentally, fairly, and evenly, while on the other hand it must also be preserved. (Achmad Rubaie, 2007).

In terms of agrarian context, land means the outer surface of the earth with two dimensions with length and width. The law of the land here does not regulate land in all its aspects, but only regulates one aspect of it, namely the juridical aspect which is called the tenure rights over land. In law, land is something tangible, namely the physical surface of the earth and what is on it is man-made. However, the main concern is not the land, but the aspects of ownership and control of the land and its development. The object of concern is the rights and obligations regarding land owned and controlled in various forms of tenure rights over land. Thus, it is clear that the land in the sense of juridical is the surface of the earth, while the right to land is the right to a certain part of the surface of the earth, which is limited, two dimensions with length and width. Land as part of the earth is mentioned in Article 4 paragraph (1) of the BAL, namely "on the basis of the state's right to control as referred to in Article 2, there are various kinds of rights to the surface of the earth called land, which can be granted and can also be owned by people both alone and together with other people and legal entities. (Urip Santoso, 2007).

A certificate is a proof of rights which acts as a strong proof of physical data and juridical data, in accordance with the data contained in the relevant land certificate and land book, (Mhd.Yamin lubis and Abd. Rahim Lubis, 2010) meaning that the law is only give guarantee for proof of ownership rights to someone, and this evidence is not the only as evidence, only strong evidence.

As stated Moch. Isnaini, that the certificate of land rights is not the only evidence that is absolute, on the contrary only a preliminary evidence that can be disqualified from other

parties at any time which is proven to be more authorized. (Moch. Isnaini, 2000)

Legal problems occur when the act of registering the block and the site of the applicant is not appropriate because at the time of recording, the certificate is no longer in the name of the person in question or a certificate of land rights has been transferred to another party (the buyer in good faith). The requesting party should be recorded or the applicant can resolve the problem either through deliberation or legally (the lawsuit) without harming other parties.

The recording of block and seizure on the land book petitioned by the parties concerned with certificates of land rights, is still a legal problem because on the one hand the purpose of blocking is the certificate of land rights to provide legal certainty guarantees and legal protection to interested parties but on the other hand the purpose of blocking land rights it can be detrimental to the right holder if the certificate is not the name of the person in question or the certificate of land rights has been transferred to another party (the buyer in good faith). Those who are often victims in the case of block registration and confiscated are buyers in good faith because most interested parties make requests for block registration and confiscate it to the Land Office by attaching documents supporting its application without regard to whether the land in question has been transferred to another party.

Blocking and confiscation of land rights at the Land Office gives legal consequences to the land rights, as stipulated in Article 39 PP Number 24 of 1997 that the PPAT is prohibited from making a deed of transfer of land rights if the original certificate of land is not shown. Then there is the PPAT obligation to check (clean check) the certificate of land rights at the Land Office before making the deed of transfer of land rights.

In the case of transfer of land rights carried out by means of buying and selling, then as proof that the land rights are transferred must be proven by a deed made by and in front of the Land Deed Making Officer (hereinafter referred to as PPAT), namely the sale and purchase deed which will then be used as a basis for registration of changes in land registration data.

According to the Civil Code, buying and selling is an agreement by which one party binds itself to surrender an item, and the other party to pay the promised price in accordance with article 1457. As for article 1458, buying and selling is considered to have occurred between the two parties, as soon as the people reach an agreement on the item and its price, even though the item has not been delivered and the price has not been paid.

LITERATURE REVIEW:

Legal certainty is a matter that can only be answered normatively based on the applicable laws and regulations, not sociological, but normative legal certainty is when a regulation is made and promulgated with certainty because it regulates clearly and logically in the sense of not causing doubt (multi-interpretation) and logical in the sense of being a system of norms with other norms so that they do not clash or cause norm conflicts that arise from uncertainty. Legal certainty is a condition where human behavior both individuals, groups and organizations are bound and are in the corridor that has been outlined by the rule of law.

Without legal certainty, people do not know what to do and finally anxiety arises. But too much emphasis on legal certainty, too strict to obey the rule of law, the result is rigid and will cause a feeling of injustice. Whatever happens the rules are that way and must be obeyed or implemented. The law often feels cruel if it is carried out strictly. The law is cruel, but that is

what it says ("Lex dura, set tamen scripta"). (Sudikno Mertokusumo, 1988)

The law must be certain because with certain things can be used as a measure of truth and for the achievement of the objectives of the law that demands peace, tranquility, welfare and order in society and legal certainty must be able to be a guarantee of public welfare and guarantee justice for the community. However, if the law is identified with legislation, then one of the consequences can be felt is that if there are areas of life that have not been regulated in the legislation, the law is said to be lagging behind the development of society. Likewise, legal certainty is not identical with legal certainty. If legal certainty is identified with legal certainty, the law enforcement process is carried out without regard to the prevailing legal reality (Werkelijkheid).

The regulation of good faith in Indonesia is found in Article 1338 paragraph (3) of the Civil Code. This article determines that the agreement is carried out in good faith. This provision is very abstract. There is no understanding and benchmark of good faith in the Civil Code. Therefore, it is necessary to find and trace the meaning and benchmarks of good faith. (Ridwan Khairandy, Ridwan Khairandy, 2015)

The principles of good faith, fair dealing, fairness, and propriety are fundamental principles in the business world. An ideal good faith is with ethical principles such as honesty, loyalty, and fulfillment of commitments. This is the ideal principle incarnation in Roman law that wise men.

Aside from being influenced by religious aspects, the development of good faith is also influenced by the growth of merchant groups or groups in the eleventh and twelfth centuries which requires good faith in the relations between them. To facilitate the growth of the commercial sector, the new class of European professional traders has called for an emphasis

on a new focus on mutual rights. The desired focus of reciprocity is the existence of a fair exchange commercial transaction between the parties, which is manifested by a balanced distribution of profits and responsibilities. The principle of reciprocity of rights becomes the heart (core) of markantil law in the eleventh and twelfth centuries. Reciprocity itself is understood in the sense of giving and taking (give and take) in all commercial transaction activities, which include all the benefits and responsibilities of the parties.

In the Netherlands, good faith arrangements in the contract are contained in Article 1374 paragraph (3) of the Dutch BW (old) which states that the agreement must be implemented in good faith. According to PL Wery, the meaning of implementation in good faith (uitvoering te goeder trouw) in Article 1374 paragraph (3) above still remains the same as the meaning of bona fides in Roman law several centuries ago. Good faith means that both parties must apply to each other without deception, without deception, without disturbing the other party, not only looking at their own interests, but also the interests of the other party.

Hoge Raad in the case decision Hengsten Vereeneging v. Onderlinge Paarden en Vee Assurantie (Artist De Laboureur Arrest), 9 February 1923, NJ 1923, 676, states that in interpreting the terms of the contract properly implemented means that the contract must be implemented with volgens de eisen van redelijkheid en billijkheid. The principle of good faith in an agreement is contained in article 1338 paragraph (3) of the Civil Code. That states the agreements must be carried out in good faith. However, the article did not explicitly mention what is meant by "good faith". As a result people will find difficulty in interpreting from good faith itself. Because it is good d is an abstract understanding that is related to what is in the

human mind. According to James Gordley, as quoted by Ridwan Khairandy, indeed in reality it is very difficult to define good faith. (Ridwan Khairandy, 2003) According to Subekti, said that good faith is said to be the most important joint in treaty law. (Subekti, 1979) So Riduan Syahrani mentioned that in the framework of implementing the agreement the role of good faith (te geder trouw) really has a very important meaning. (Riduan Syahrani, 2000)

According to the classical theory of contract law, the principle of good faith can be applied in situations where the agreement has fulfilled certain conditions, as a result of this teaching does not protect those who suffer losses in the pre-contract or negotiation stage, because in this stage the agreement has not fulfilled certain conditions. (Suharnoko, 2004) The application of good faith principles in business contracts, must be considered especially when entering into pre-contract agreements or negotiations, because good faith is only recognized when the agreement fulfills the terms of the agreement or after the negotiations have been carried out. Against possible losses to the implementation of the principle of good faith is, Suharnoko mention that implicitly Act Consumer Protection has acknowledged that good faith must already exist before signing the agreement, so that the promises of pre-contract can be held accountable for damages, if the promise was denied, included in the land purchase agreement. Mariam Darus Badruzaman found, people (feel) harmed other people and want to regain their rights, have to seek through the applicable procedures, either through litigation (court) and alternative dispute resolution (Alternative Dispute Resolution / ADR) and should not be vigilante. (Mariam Darus Badruzaman, 2001)

RESEARCH METHODS:

In this study using a normative juridical approach supported by an empirical juridical approach which is an approach that refers to written practices, law books on agrarian law, legal dictionaries, related regulations that are secondary, to find out how the implementation of implementation through a study in the field is carried out by direct observation and interviews so that clarity is obtained about what will be examined.

The research method used in this study is the Normative Juridical approach, because legally the research is based on an approach to the principles and legal rules relating to the Civil Code (Civil Code), Law Number 5 of 1960 concerning Basic Regulations Main Principles of Agriculture a, Government Regulation Number 24 of 1997 concerning Land Registration, Government Regulation of the Republic of Indonesia Number 37 of 1998 Concerning Position of Acting Officer for Land Deed, Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendment to Government Regulation Number 37 of 1998 concerning Rules of Position of the Official of the Land Deed and other regulations and legislation related to research. By using a normative juridical approach intended to determine the effect of legal principles, legal discovery of a particular problem rests on secondary data.

Data collection techniques used in research are using secondary data, that is data obtained from library materials, including official documents, books, research results in the form of reports, diaries, and so on. (Soerjono Soekanto, 2006)

Data analysis was performed in this study is qualitative data analysis is a analytical with respect to a particular problem and is associated with the opinion of legal experts as well as by legislation in force. Normative juridical law research usually only uses secondary data sources, namely library books, lecture notes,

statutory regulations, legal theories and opinions of prominent legal scholars so that they will find conclusions. (Soerjono Soekanto, and Sri Mamuji, 2006)

RESULTS AND DISCUSSION:

A. Legal protective laws to buyers who are acting in good faith in terms of recording does block the rights of land by the Land Office

Legal protection is a propaganda that is propagated with a view to guaranteeing one's rights. Generally, a system of land blocking and confiscation of land is applied to a land that is being disputed. The context of the land dispute can also be caused by the problem of double land ownership as evidenced by the certificate. Anticipating problems that occur, the government then establishes policies in the form of confiscation and blocking of land with a view to providing guarantees for land ownership through a Regulation of the Minister of Agrarian Affairs and Spatial Planning / Head of Agency National Land Number 13 of 2017 concerning Blocking and Confiscation Procedures . Conceptually, block and seizure of land is a legal term that is used to indicate land blocking and seizure activities in the territory of the Republic of Indonesia.

At the procedural level, Article 1 number 1 Permenag 13 of 2017 concerning Seizure and Blocking stipulates that land blocking is only permitted by the Head of the Land Agency or officials who have the authority to determine the status quo for a piece of land. Application for registration of a block can be submitted individually, in a legal entity or in law enforcement.

Unlike the case with the block that is recorded in the block record, confiscation has separate arrangements. Article 1 number 3

Ministerial Regulation ATR / Spatial Planning No. 13 of 2017 concerning Seizure and Blocking stipulates that the recording of land confiscation is an administrative act in order to realize administrative accountability. Confiscation itself is intended for the sake of the investigation or the case of the relevant law enforcement officers. The confiscation will become a legal basis that eliminates all forms of achievement of the sale and purchase that occur on the land or land that has been determined. Article 26 of the ATR Ministerial Regulation / Spatial Planning No. 13 of 2017 concerning Seizure and Blocking has also stipulated the classification of confiscation in accordance with the designation of conditions encountered including cases, debts and criminal interests.

However, the weak law enforcement for the actions of confiscation and blocking of land also contributes to an unresolved issue stipulating that ownership rights hold the highest position as the legitimacy of individual or group land tenure.

Thus, the concept of good faith will further demonstrate its performance when juxtaposed with the principle of *nemo plus iuristransfere quam ipse habet*. Article 1491 of the Civil Code has also determined that the seller is responsible for the achievements he has made and must anticipate any defects behind them, and is obliged to ensure there are no hidden defect practices on an item.

Blocking and confiscation of land has a direct impact on ownership rights to land that is owned individually or in groups. If referring to Article 16 paragraph (1) of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles, ownership rights occupy the top position which at the same time displays that ownership rights are the highest rights to land that can be owned by an individual or legal entity. Thus, it can be concluded that

Blocking and confiscation of land is a legal action aimed at weakening the status of property rights, the implication is that a person cannot perform the achievement of the property rights.

Furthermore, several studies have revealed that property rights that can be blocked or confiscated are not solely intended for private or individual property but for group property in accordance with legal requirements. It also explains that the forms of rights that can be used as objects of block and confiscation of land include human rights that are individualized as indicated in the management of customary rights as referred to in Article 4 paragraph (1) of Law Number 5 of 1960 concerning Basic Rules of Agrarian Principles; private land rights that are indicated in the use of land according to their needs as stipulated in Article 9 paragraph (2) of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles; as well as land rights that contain togetherness elements that are identified as national rights in the management of national land by making the state the organizer of the nation's rights.

In the sense of customary law, "buying and selling" land is a legal act, in which the seller surrenders the land he sells to the buyer forever, when the buyer pays the price (although partially) of the land to the seller. Since then, land rights have gone from seller to buyer. In other words, since then the buyer has obtained ownership rights to the land. So "buying and selling" according to customary law is nothing but an act of transfer of rights between the seller to the buyer. So it is usually said that "buying and selling" according to customary law is "cash" (cash) and "real" (concrete). In connection with this Boedi Harsono argues that in customary law the act of transfer of rights (sale and purchase, exchange, grants) is a legal act of cash nature. Buying and

selling land under customary law is a legal act of transferring land rights, with payment of the price at the same time in cash. Then with the surrender of the land to the buyer and payment of the price to the seller at the time the sale and purchase is done, the act of buying and selling is completed, in the sense that the buyer has become the holder of his new rights.

Different from the system adopted by the Civil Code. According to the Civil Code system, the sale and purchase of land rights is carried out by making a deed of sale and purchase agreement before a notary public, where each party promises to make an achievement regarding the rights to the land which is the object of the sale, namely the seller to sell and surrender his land. to the buyer and the buyer buys and pays the price. The sale and purchase agreement adopted by the Civil Code is obligatory, because the agreement has not transferred the ownership rights. The new ownership rights are transferred by levering. Thus, in the Civil Code system "levering" is a judicial act in order to transfer ownership rights ("transfer of ownership").

Whereas the definition of buying and selling land stated in Article 1457 of the Civil Code states that the sale and purchase of land is an agreement with which the seller is bound (meaning promise) to surrender the relevant land rights to the buyer and the buyer is bound to pay the seller the agreed price. Furthermore Article 1458 of the Civil Code says: "Buying and selling has occurred between the two parties, immediately after the people reached an agreement on the object and its price, even though the item has not been surrendered and the price has not been paid." Then it is said by Article 1459 of the Civil Code: "Ownership rights for goods sold do not transfer to the buyer, as long as the surrender has not been done according to Articles 612, 613 and 616 Civil Code. That buying and selling according to western law

consists of two parts, namely: the sale and purchase agreement and the transfer of rights. The two are separated from each other, so that even though the first is done, usually with a notarial deed, but if the second has not been done, then the status of the land still belongs to the seller, because here the notary deed is only obligatory. Although good faith is a very important principle in contract law and has been accepted in various national and international laws, until now the issue of the definition of good faith has remained very abstract. There is no universally accepted notion of good faith. In the end, the notion of good faith has two properties. The first trait is subjective, which means that good faith leads to the meaning of honesty. The second trait is a trait that defines good faith as rationality and propriety or justice. Today's tendency in various legal systems links good faith in contract implementation with rationality and propriety. So, this is an objective good faith. Good faith in the context of Article 1338 paragraph (3) of the Civil Code must be based on rationality and propriety, while pre-contract good faith still refers to subjective good intentions that depend on the honesty of the parties.

The standard of good faith in contract implementation is an objective standard. With this standard, the behavior of the parties in carrying out the contract, and the assessment of the contents of the contract must be based on the principle of rationality and propriety. The contract is not only seen from what was explicitly promised, but also must pay attention to external factors that can affect the implementation of the contract.

At this time in the sale and purchase of land the term "transfer name" is no longer known, because it has been replaced by the provisions of Land Registration regulated by Government Regulation No. 10 of 1961 and has been replaced / perfected by Government

Regulation No. 24 of 1997 concerning Land Registration. According to the provisions of the Civil Code for the sale and purchase of things on land the arrangement is included in the Law of the Agreement regarding the sale and purchase, while regarding the surrender of the juridical included in the Agrarian Law. The provisions relating to land as regulated in Book II of the Civil Code have been abolished and are no longer valid, and are regulated in Law Number 5 of 1960 along with the implementing regulations.

Issuance of certificates is given to entitled parties, aiming that right-holders can easily prove ownership of their land. Government Regulation No. 24/1997 in Article 5 expressly states that the Government agency conducting land registration throughout the territory of the Republic of Indonesia is the National Land Agency (BPN). Furthermore, in Article 6 paragraph (1) it is emphasized that in the framework of carrying out such land registration, the task of carrying out land registration is carried out by the Head of the District / City Land Office. In practice, even though land registration has been carried out, there are still often disputes over land rights in the midst of the community, which often even lead to lawsuits in court, which results in the blocking or even the cancellation of certificates of land rights by the Office The land. This can result in parties acquiring land, which, even though they have followed appropriate procedures, become severely disadvantaged

Buyers in good faith get legal protection in the form of compensation for parties who do not have good intentions as stated in Article 1267 of the Civil Code, while the legal consequences of buying and selling land are null and void because they contain elements of fraud and oversight. Bearing in mind that the object being traded is land which is basically

not permitted for the relinquishment of ownership rights except for public use. This is based on Article 15 of Minister of Home Affairs Regulation No. 4 of 2007 that village assets in the form of village land, in this case land is not permitted for the transfer of ownership rights to other parties unless necessary for public interest, but in fact the release of ownership rights is for personal gain.

Objective and material requirements in the purchase were not met. A certain thing and a lawful cause, that is, objects in the form of land should not be allowed to be waived. The material conditions in this case were also not fulfilled, that Mr. FW as the buyer carried out his obligations by making payments in stages and paying it off but at the time of going to conduct AJB (Deed of Sale) before the Acting Land Acting Officer (PPAT) in the city of Cilegon and checking at the agency office Land of Serang District, then issued a letter No. 215 / 13.36.04 / III / 2018 stating the land had been blocked on April 25 in 2006 by Mr. OB's ex-wife, Mrs. GB. In addition to the block record, it was also mentioned that there was a case in the South Jakarta court between Mr. OB and Mrs. GR regarding the divorce suit and Gono Gini's assets. Where the case is in the form of a permanent legal decision, that is the decision of the South Jakarta District Court No.225 / PDt / G / 1993 / PN.Jkt.Sel on March 8, 1994 jo the decision of the South Jakarta High Court No. 294 / PDT / 1994 / PT.DKI dated 5 September jis decision of the Supreme Court of the Republic of Indonesia number : 467K / PDT / 1995 dated 21 May 1996 jis Decision for Review of the Supreme Court 919 PK / PDT / 1996, 10 June 1998 contents His ruling cancels the decision No. 225 / PDt / G / 1993 / Pn.Jkt.Sel dated March 8, 1994 regarding the divorce suit Mr. OB. Thus, mention that Mr. OB and Mrs. GB are still bound by marriage and the existing assets are joint assets (Gono Gini) based on

Law No.1 of 1974 and it is also mentioned if Mr. FW has an interest in land No. 73 it is recommended to take legal action or court.

While in 2017 Mrs. GB as the blocker of the certificate of land rights has died based on the death certificate No. 2374 / DKCS / 2017 which states that Mrs. GB on October 27, 2017 has died in Manado. The death certificate issued by the Department of Population and Registrar a n Si pills South Minahasa district.

The existence of land blocks and confiscation attached to the problematic land has temporarily suspended the right to land. Block and confiscation have different effects but will simultaneously freeze land ownership. The existence of blockade and confiscation of land also influences the ability of a legal subject to make a sale and purchase achievement of land that begins with an agreement as codified in Article 1320 paragraph (1) of the Civil Code. With the Permenag 13 of 2017 concerning Seizure and Blocking, then any party who is litigant or who wants to resolve a land dispute is able to dominantly take a role in the process of resolving the problems it faces without interventions as in general litigation procedures. These rules will further ensure the administration of orderly procedures according to the procedures set out by him, while allowing the parties to resolve their own problems without fear and worry about legal protection attached to them. The existence of these complex arrangements also proves that confiscated procedures that are justified in the context of law enforcement are not solely intended for criminal disputes but will also be made for civil disputes in other words able to condition the application of the rules themselves.

B. Legal certainty to buyers in good faith because of the blocking of land as an

object of sale and purchase by other parties

In the sale-purchase agreement, especially the sale of land, it is hoped that a balance can be created between the two parties concerned, one of which is goodwill between each other which is also expected to create a conducive atmosphere. According to article 1362 of the Civil Code and article 1383 of the Civil Code is distinguished between the presence or absence of good faith on the part of those receiving payments. Article 1360 of the Civil Code, states that those who in good faith, have received something that does not have to be paid to him, are required to return it with interest and the results, calculated from the payment results and thus do not reduce the cost, loss and interest, if the price has been suffering from deterioration. If the item has been destroyed, even if this happens outside of his fault, he is obliged to pay the price accompanied by compensation for interest, loss and price, unless he can prove that the item was destroyed as well, if he is in the person to whom he should be given.

Not having good intentions in a legal subject can also lead to unlawful acts, as regulated in article 1365 of the Civil Code which is very important in legal traffic. Article 1365 of the Civil Code, reads: "Every act that violates the law, which brings harm to others, obliges the person who due to his harm to cause the loss, compensates for the loss".

So important is Article 1365 of the Civil Code so that the Article is used to prosecute civil matters involving other legal material, such as land, housing, trademarks. Especially with regard to interests based on bad faith. According to article 1363 of the Civil Code: whether the recipient of this item is in good faith and then already or who has sold the goods something he received in good faith as payment for business rights, he

returns something. If the sale of an immovable object occurs by stating the area and contents, with a price determined according to its size, the seller is required to surrender the amount stated in the agreement. And if the buyer does not demand it, then the seller must be willing to accept a price reduction according to the balance.

Subjective conditions are threatened can be canceled by the parties concerned with the parents, guardians and or guardians. Avoiding the threat of cancellation by the parties concerned above can then be requested confirmation to those interested parties, that the agreement made remains in force and is binding on the parties. Cancellations that occur like this are called relative or relative cancellations. If the objective conditions are not fulfilled then the agreement made is null and void without requesting approval from the parties, thus the agreement made is considered never existent and does not bind any party. An absolutely null and void agreement can also occur, if the elements mentioned in Article 1320 of the Civil Code are not fulfilled by the parties, that the agreement made by the parties contains unclear objects and objects that violate the law, decency and propriety. For example, an agreement made is a transaction agreement, then the agreement is null and void. This cancellation is called absolute *nietigheid*.

Deed of sale and purchase of land in this case must be made by the PPAT as explained in article 37 PP Number 24 of 1997 concerning Land Registration. However, if the making of sale and purchase deeds other than before PPAT is still valid because it is based on Article 5 of the Loga that Indonesian national land law is based on Customary law so that if it is made based on Customary law it remains valid with a concrete, cash, real and clear system. Certainty to buyers who

give good intentions in the law of the agreement refers to three forms of the behavior of the parties in the agreement, namely: First , the parties must uphold their promises or words, Second , the parties may not take advantage with misleading actions towards one party, Third , the parties obey their obligations and behave as respectable and honest people, even though those obligations are not explicitly promised.

Good faith is needed because the law cannot reach the conditions in the future, there is no perfect human action. These regulations can only cover the conditions at which the rules were formed which are known. Only then it turns out that there are conditions that had previously been known to be possible, maybe they would be included in a regulation. In the case of these circumstances it seems that the honesty of the interested parties is important.

In addition, the principle of good faith is actually an idea that is used to avoid acts of bad faith and dishonesty that may be carried out by one party, both in making and implementing agreements. In the end, this principle is actually about to teach that in living in the midst of society, those who are honest or in good faith deserve to be protected, and vice versa, those who are dishonest, should feel the bitterness due to dishonesty

Legal Certainty according to Gustaf Radbruch, states two kinds of definitions of legal certainty are. (Gustav Radbruch, 2007) Legal certainty by law and legal certainty in or from law. Successful law guarantees a lot of legal certainty in society is useful law. Legal certainty because the law gives other legal duties, legal justice and the law must remain useful. While legal certainty in law is achieved if the law is as much as in the Act. In the Act there are conflicting provisions (The law is based on a logical and practical system). The law is made based on *recht*

swerkelijkheid (a serious legal situation and in the Act cannot be interpreted differently.

Normative legal certainty is when certain regulations are made and promulgated because they regulate clearly and logically. Clearly in the sense of not causing doubts (multiple interpretations) and logical in the sense that he becomes a norm system with other norms, so that they do not clash or cause norm conflicts. Conflicts of norms caused by rule uncertainty can take the form of norm contestation, norm reduction or norm distortion. Law Enforcement That Guarantees Legal Certainty states: "Legal certainty which is often used by law enforcers can actually be seen from two points of view, namely with certainty in the law itself and legal certainty.

So that the authors realize that , the holders of land rights must obey the obligations or the obligation to register their rights with the authorities both for the benefit of the present and future (their descendants), in addition to preventing bad intentions as well as to assist or facilitate the interest of the legal right-holder in terms of obtaining loans from the government and / or the imposition of other rights to land such as the *dasn crediet verband* mortgage , building use rights established on land. Thus about the benefits of land registration. Payment that results in the release of the debtor can be made by anyone who has an interest in this payment, such as the payment for buying and selling land in a notary known as pre-purchase, in the sense that the buyer has not paid off.

And in the land purchase agreement is subject to tax, if the payment is below 60 million rupiah, then the term known to the seller is BPHTP (Land and Building Acquisition Fee) or SSB and if the payment is above 60 million rupiah, then the term known for the buyer is PPh (Income tax). So, before

there is a sale, especially in the case of land sales, the certificate must be checked first at the Land Office so that later the notary and PPAT will not get problems in the future and the need to analyze the data from the seller, and the buyer must be careful - be careful in carrying out trade agreements, especially in the case of buying and selling land, including avoiding the trap of land mafia. Please note that the person who pays is the absolute owner of the object to be paid and also has the power to transfer it, so that the payment made is legal. However, payment of an amount of money or other goods that can be spent, cannot be asked back from a person in good faith has finished the goods that have been paid. Even though the payment was made by someone who is not the owner or someone who is not capable of alienating the goods. Payments must be made to the debtor, or to the person authorized by him, or also to the person authorized by the judge or by law to receive payments for the debtor.

Article 1386 of the Civil Code contains another exception to the illegality of payments to others than from the parties themselves, that is, if payments are made honestly / in good faith to someone, who acts as if they are entitled to receive payments. In this case a debt certificate that can be passed on to another person, such as a note that gives the holder easily is considered as truly entitled, while the holder of the debt may get it by breaking the law, should think that the thing holding the debt mark occurs legally according to law or in general someone who acts as a party is indeed a true party.

This can also be seen in article 9 of UUPA No. 5/1960 relating to land registration is intended to ensure legal certainty for the sake of ensuring order in land matters. Bearing in mind that land rights do not always remain attached to their

holders because of the displacement caused by the interests of those concerned.

As a law, UUPA does not only regulate the rights of a person to the land that is authorized as his property, is authorized to be used by him or set aside for the construction of similar buildings or others but also regulates the obligations of the person concerned so that land registration is expected without cause harm to the interests of others and the good community because it is caused by bad faith from the subject of law.

In my opinion, regarding the blocking rules Per ATR ministerial regulation / Head of the Land Agency No. 13 of 2017 concerning the Procedures for Blocking and Confiscating Article 13 has clearly stipulated the time limit for blocking to guarantee legal certainty for holders of land rights . However, in practice it has not been fully implemented so that it has not provided legal certainty to buyers who have a good intention to process the transfer of rights.

CONCLUSION

Legal protection for buyers in good faith due to blocking by other parties, ie buyers in good faith must be protected because legal protection for buyers in good faith has been regulated in the MA Jurisprudence dated March 29, 1982 Number 1230 K / Sip / 1980, emphasizing that buyers in good faith must get legal protection. The buyer in good faith is meant if he has fulfilled the material requirements and formal requirements when making the sale and purchase of land , then the act of buying and selling has legal protection because it is deemed to have met the legal conditions of sale and purchase has done its obligations and not violated the Law by law, the rights of buyers in good faith must be fulfilled, so that the transfer of name must be processed by the parties concerned.

Legal certainty for buyers who are acting in good faith in the presence of an object blocking the sale and purchase by another party, namely p embroider with good intention should obtain legal certainty which the elements of good faith been met and do not have t Objective amoral. Blocking is limited to provide legal certainty regarding holders of land rights and is based on Minister of ATR Regulation / Head of BPN No. 13 of 2017 concerning the Procedures for Blocking and Confiscating, especially in article 13, explains in its entirety to provide legal certainty to the community, especially buyers who have good intentions in the process of transferring land rights.

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