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

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ABSTRACT:

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.

KEYWORDS: protection, land.

INTRODUCTION:

In the understanding of the agrarian context, land means the outer surface of the earth with two dimensions in length and width. Land law here does not regulate land in all its aspects, but only regulates one of its aspects, namely its juridical aspect which is called land tenure rights. In law, land is something real, namely in the form of the physical surface of the earth and what is on it is man-made. However, the main concern is not the land, but rather the aspects of land ownership and control and its development. The objects of concern are rights and obligations with respect to land owned and controlled in various forms of land tenure rights. Thus, it is clear that land in a juridical sense is the surface of the earth, while land rights are rights to a certain portion of the earth's surface, which is limited, with two dimensions in length and width. Land as part of the earth is mentioned in Article 4 paragraph (1) of the UUPA, namely "on the basis of the right to control from the state as meant in Article 2, it is determined that there are various rights over the surface of the earth called land, which can be given and can also be owned by people. -person either alone or together with other people and legal entities.

A certificate is a certificate of proof of rights which is valid as a strong means of proof regarding physical data and juridical data, in accordance with the data contained in the relevant measuring letter and land title book, meaning that the law only provides a guarantee of proof of ownership rights to a person, and evidence This is not the only evidence, only strong evidence (Santoso, 2007).

As stated by Moch. This means that a certificate of land title is not the only evidence that is absolute, on the contrary it is only a preliminary evidence which can be overturned at any time by other parties who are proven to be more authorized.

Legal problems occur when the blocking and seizure recording action carried out by the applicant is incorrect because at the time of recording, the certificate is no longer in the name of the person in question or the certificate of land title has been transferred to another party (a buyer with good intentions). The party requesting the record or the applicant should be able to resolve the problem either by deliberation or legally (lawsuit) without harming other parties (Isnaini, 22004).

The recording of blockages and confiscation in the land book which is requested by the parties with an interest in the certificate of land rights, still becomes

A legal problem because on the one hand the purpose of blocking the certificate of land rights is to guarantee legal certainty and legal protection to the parties concerned, but on the other hand the purpose of blocking land rights can harm the right holder if the certificate is no longer the name of the person in question or the certificate of rights to land. Land has already been transferred to another party (good faith buyer). The ones who often become victims in cases of recording blockages and confiscations are buyers with good intentions because most interested parties make requests for blocking and confiscation registration to the Land Office by attaching letters supporting their applications regardless of whether the land in question has been transferred to other parties.

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

In the event that the transfer of land rights is carried out by means of sale and purchase, then as proof that the rights to the land are transferred must be proven by a deed drawn up by and in the presence of the Official for Making Land Deeds (hereinafter referred to as PPAT), namely the sale and purchase deed which will then be used the basis for registration of changes to land registration data.

According to the Civil Code, buying and selling is an agreement whereby one party binds himself to deliver an item, and the other party to pay the price promised in accordance with article 1457.As for article 1458, the sale and purchase is deemed to have occurred between the two parties, as soon as the people have reached an agreement about the goods and the price, even though the goods have not been delivered and the price has not been paid.

The case taken in writing this thesis is the case between Mr. FW as a buyer with good intentions and Mr. OB as a seller involving Mr. OB's ex-wife named Mrs. GB. This case began with a sale and purchase agreement before a Notary Officer in Serang district between Mr. FW and Mr. OB No. 03 dated 19 April 2006 at the time of the sale and purchase agreement

Mr. OB admitted that he had divorced his wife, Mrs. GB and was proven by divorce certificate No. 02 / I / 2001 issued by the Provincial Civil Registry of the Special Capital Region of Jakarta. In 2017, Mrs. GB as the blocker of the certificate of land rights passed away based on the death certificate No. 2374 / DKCS / 2017 which stated that on 27 October 2017 Mrs. GB had passed away in Manado. The death certificate was issued by the Department of Population and Civil Registration of South Minahasa Regency.

With this case, Mr. FW as a buyer who has good intentions and has fulfilled his obligations as stated in the sale and purchase agreement deed feels very disadvantaged. Because you can't do the name behind. For that Mr. FW tries to defend the land because Mr. FW has fulfilled all of his obligations.

Based on the case that occurs in the case of blocking / recording of land title certificates by the Land Office, it is necessary to have legal protection for well-intentioned buyers as holders of land title certificates, in order to guarantee legal certainty for holders of land title certificates.

So in this case Das Solen and Das Sein, in this matter, there is a blockage of the certificate of sale and purchase object number: 73 covering an area of 3750M2 dated June 20, 1997 number 465 / GB / 1997 and the certificate of land rights written in the name of Rd. F. Otto Bar by the seller's ex-wife after learning about the sale of one of the objects of this property. While the buyers here are common in terms of buying and selling. The buyer acknowledges the blockage after payment is paid off and wants to make a Sale and Purchase Deed (AJB) before the PPAT. After the buyer is badly injured, the buyer has had good intentions and has carried out his obligations in accordance with the agreement.

FRAMEWORK:

According to the Legal Certainty Theory put forward by Gustav Radbruch, the relationship between justice and legal certainty needs attention. Because legal certainty must be maintained for the sake of security in the State, positive law must always be obeyed, even if its content is unfair or not in accordance with the objectives of the law. But there is an exception, namely when the conflict between the contents of the legal system and justice becomes so great that the legal system appears unfair when the legal system is allowed to be released.

Legal certainty is something that can only be answered normatively based on the prevailing laws and regulations, not sociology, but normative legal certainty is when a regulation is made and promulgated because it regulates clearly and logically in the sense that it does not raise doubts (multi-interpretation) and logical in the sense of being a norm system with other norms so that it does not clash or create norms conflict resulting from uncertainty. Legal certainty is a condition in which human behavior, both individuals, groups and organizations, is bound and is in the corridor outlined by the rule of law.

Without legal certainty, people do not know what to do and eventually unrest arises. But too emphasis on legal certainty, too strict obeying legal regulations, the result is rigid and will create a sense of injustice. Whatever happens the rules are such and must be obeyed or implemented. Laws are often cruel if they are strictly enforced. Laws are cruel, but that's how it says ("Lex dura, set tamen scripta").

Law must be certain because with certainty things can be used as a measure of truth and for the achievement of legal objectives that demand peace, tranquility, welfare and order in society and legal certainty must be able to guarantee the general welfare and guarantee of justice for the community.

However, if 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 legislation, it is said that the law is left behind by the development of society. Likewise, legal certainty is not synonymous with legal certainty. If legal certainty is identified with legal certainty, then in the process of law enforcement it is carried out without paying attention to the legal reality (Werkelijkheid) in force. (Sudikno Mertokusumo, 1988).

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

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

The doctrine of good faith in Roman law developed with the recognition of informal consensual contracts which initially included only contracts of sale, lease, civil partnership, and mandates. The doctrine of good faith is rooted in the Roman social ethic of the comprehensive obligation of obedience and faith that applies to citizens and non-citizens.

Good faith in Roman contract law refers to three forms of behavior by the parties to a contract.

a. First, the parties must uphold their word or promise.

b. Second, the parties must not take advantage of misleading actions against either party.

c. Third, the parties comply with their obligations and behave as respectable and honest people, even though these obligations are not explicitly agreed upon.

This good faith does not only refer to the good faith of the parties, but must also refer to the values that develop in society, because good faith is part of society. This good faith ultimately reflects the community's standards of justice and fairness. With this meaning, good faith becomes a universal social force that regulates their inter-social relations, that is, every citizen must have the obligation to act in good faith towards all citizens.

In Canon law, the obligation of good faith becomes a universal moral norm which is individually determined by one's honesty and obligations to God. Each individual must uphold or must obey his covenants.

Canon law scholars associate good faith with good conscience. They enter the meaning of religious faith into good faith in the sense of law. With the concept of intention in this law, it uses subjective moral standards based on individual honesty. This concept is clearly different from the concept of good faith in Greek and Roman law, which views good faith as a universal social force.

Apart from being influenced by the religious aspect, the development of good faith was also influenced by the growth of groups or groups of traders in the eleventh and twelfth centuries, which required goodwill in the relationship between them. In order to facilitate the growth of the commercial sector, this new class of European professional traders calls for emphasis on a new focus on reciprocal rights. The desired focus of reciprocity is the existence of a commercial transaction that is fairly exchange between the parties, which is manifested by a balanced distribution of benefits and responsibilities. The principle of reciprocity of rights was at the heart (core) of markantile law in the eleventh and twelfth

centuries. Reciprocity itself is understood as giving and receiving (give and take) in all commercial transaction activities, which includes all the benefits and responsibilities of the parties.

In the Netherlands, the good faith arrangement in the contract is contained in Article 1374 paragraph (3) BW (old) of the Netherlands which states that the agreement must be carried out in good faith. According to P.L. Wery, the meaning of implementation in good faith (uitvoering tegoeder trouw) in Article 1374 paragraph (3) above is still the same as the meaning of bona fides in Roman law several centuries ago. Good faith means that both parties must act with each other without trickery, without trickery, without disturbing the other party, not only looking at their own interests, but also those of the other party.

Hoge Raad in the verdict of the case Hengsten Vereeneging v. Onderlinge Paarden en Vee Assurantie (Artist De Laboreur Arrest), 9 February 1923, NJ 1923, 676, states that interpreting the terms of the contract as being executed properly means that the contract must be executed with volgens de eisen van redelijkheid en billijkheid.

According to Philipus M. Hadjon, there are two kinds of means of legal protection, namely:

1. Means of Preventive Legal Protection:

In this preventive legal protection, legal subjects are given the opportunity to submit objections or opinions before a government decision takes a definitive form. The goal is to prevent disputes. Preventive legal protection means a lot to government actions that are based on freedom of action because with preventive legal protection the government is motivated to be careful in making decisions based on discretion. In Indonesia, there is no specific regulation regarding preventive legal protection.

2. Repressive Legal Protection Means:

Repressive legal protection aims to resolve disputes. The handling of legal protection by the General Courts and Administrative Courts in Indonesia is included in this category of legal protection. The principle of legal protection against government actions rests on and originates from the concept of recognition and protection of human rights because according to history from the west, the birth of the concepts of recognition and protection of human rights is directed at limiting and laying out the obligations of society and the government. . The second principle that underlies legal protection of governmental acts is the rule of law principle. With regard to the recognition and protection of human rights, recognition and protection of human rights has a central place and can be linked to the objectives of the rule of law.

In every sale and purchase agreement, good faith from the parties is very necessary. Because if there is no element of good faith between the parties to the agreement, then the agreement made will be contrary
By Law. When a dispute arises, the party is convinced
Well need to get legal protection. In a jurisprudence a rule of law is taken as follows:
"that the buyer of good faith must be protected and the Sale and Purchase made only pretending (proforma) is only binding on the one making the agreement, and not binding at all to a third party who buys in good faith".

The basis of good faith in an agreement is found in article 1338 paragraph (3) of the Criminal Code. Those who state the agreements must be implemented in good faith. But in the article it is not explicitly mentioned what is meant by "good faith". As a

result, people will have difficulty in interpreting the good faith itself. Because good faith is an abstract understanding related to what is in the nature of the human mind. According to James Gordley, as quoted by Ridwan Khairandy, it is in fact very difficult to define good faith. According to Subekti, mentions that good faith is said to be the most important joint in the law of agreement. So much so that Riduan Syahrani mentioned that in the framework of the implementation of the agreement the role of good faith (te geder trouw) really has a very important meaning.

According to the classical theory of contract law, the principle of good faith can be applied in situations where the agreement has met certain conditions, as a result of this teaching it does not protect parties who suffer losses in the pre-contract or negotiation stage, because at this stage the agreement has not met certain conditions.

The application of the principle of good faith in a business contract must be considered especially when entering into a pre-contract or negotiation agreement, because good faith is only recognized when the agreement has met the legal requirements of the agreement or after negotiations have been made. Regarding the possibility of loss due to the implementation of this good faith principle, Suharnoko stated that the Consumer Protection Law implicitly acknowledges that good faith must exist before the agreement is signed, so that pre-contract promises can be held accountable in the form of compensation, if the promise is broken, included in the sale and purchase agreement of land rights. Mariam Darus Badrulzaman is of the opinion that, people who (feel) have been harmed by others and want to regain their rights, must seek through applicable procedures, either through litigation (court) or alternative dispute resolution (ADR) and may not take the law into their own hands. (eigerichting).

RESEARCH METHODS:

A method is a procedure or way to find out or run something through systematic steps. Whereas legal research is a scientific activity, which is based on methods, systematics and certain thoughts, which aim to study one or several phenomena of certain laws, by analyzing them.

The research methods used in this study are as follows:

In this thesis research the author uses a normative juridical approach supported by an empirical juridical approach, namely an approach that refers to written practices, law books on agrarian law, legal dictionaries, related regulations that are secondary in nature, to find out how to implement the implementation through a field research is carried out by direct observation and interviews in order to obtain clarity about the things to be studied. The research method used in this research is the Normative Juridical approach, because juridically the research is based on an approach to legal principles and rules related to the Civil Code (KUHPerdata), Law Number 5 of 1960 concerning Basic Regulations. Agrarian Principles, Government Regulation Number 24 of 1997 concerning Land Registration, Government Regulation of the Republic of Indonesia Number 37 of 1998 concerning the Position of Land Deed Making Officials, Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations Position of Land Deed Making Officer and other regulations and laws related to research. By using a normative juridical approach, it is intended to determine the effect of legal principles and legal findings on a particular problem by relying on secondary data.

The research specification used is a descriptive analytical type of research. The research material is based on document or literature study and interviews conducted with resource persons, namely Nia Kusniati, SH., M.Kn, notary Pandeglang, Legalia Riama Uli Sirait, SH., MM., MH, Notary in Tangerang City, Hj. Andrea Seftiyani, SH., S.pN., MH, Notary in South Tangerang. This research generally aims to describe systematically, factually, and accurately.

The data collection technique used in this research is to use secondary data, namely data obtained from library materials, including official documents, books, research results in the form of reports, diaries, and so on.

The secondary data required in this study were obtained by the author from the Notary Magister Library, Jayabaya University, Jakarta and the Case Decisions from the District Court or the Supreme Court.

According to Peter Mahmud Marzuki, legal research does not recognize any data. In order to solve legal issues and at the same time provide a prescription of what should be, research sources are needed. Legal research sources can be divided into research sources in the form of primary legal materials and secondary legal materials.

a. Primary Legal Materials

Primary legal materials are legal materials that are authoritative in nature, meaning they have authority. Primary legal materials consist of laws and judges' decisions. The primary legal materials used in this research are as follows:

1) Civil Code (KUHPerdata)

2) Law Number 5 of 1960 concerning Basic Agrarian Regulations

3) Government Regulation Number 24 of 1997 concerning Land Registration

4) Government Regulation of the Republic of Indonesia Number 37 of 1998 concerning Regulations on Position of Land Deed Making Official.

5)Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulation of Land Deed Making Officials.

6) Other laws and regulations related to research.

7) Regulation of the Minister of Agrarian Affairs and Spatial Planning / Head of the Land Agency Number 13 of 2017

b. Secondary Legal Materials:

Secondary legal materials are materials in the form of all publications about law which include text books, law dictionaries, legal journals, which are related to the problem being researched.

c. Tertiary Legal Materials:

Namely materials that provide information about primary and secondary legal materials in the form of dictionaries such as dictionaries Indonesian, English, and scientific dictionaries such as dictionaries of legal terms.

The data analysis carried out in this study is qualitative, namely a descriptive analytical data analysis method that refers to a particular problem and is linked to the opinion of legal experts and based on the applicable laws and regulations. In normative juridical law research usually only uses secondary data sources, namely literature books, lecture notes, laws and regulations, legal theories and opinions of leading legal scholars so that conclusions will be drawn.

The location of the research that the author did in this study was the Serang Regency Land Affairs Office and the Jayabaya University Library.

RESEARCH RESULTS AND DISCUSSION:

A. Legal protection for buyers who have good faith in the event that the Land Office records blockages of land rights by the Land Office:

Legal protection is a discourse propagated with the intention of guaranteeing a person's rights. Typically, a land blocking and land confiscation system is applied to a land that is in dispute. The context of land disputes can also be due to multiple land ownership problems as evidenced by a certificate. Anticipating the problems that occurred, the government then established a policy in the form of land confiscation and blocking with the aim of providing security for land ownership through the Regulation of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency Number 13 of 2017 concerning Block and Confiscation Procedures. Conceptually, blokir and seizure of land are legal terms used to indicate the activities of blocking and confiscating land in the territory of the Republic of Indonesia.

At the procedural level, Article 1 number 1 Permenag 13 of 2017 concerning Confiscation and Blocking stipulates that land blocking is only permitted to be carried out by the Head of the Land Agency or an official who has the authority to determine the status quo of a plot of land. Block recording applications can be submitted individually, by legal entities or by law enforcers.

Unlike the case with blocks that are recorded in the block log, Sita has a separate arrangement. Article 1 point 3 Ministerial Regulation ATR / Spatial Planning No. 13 of 2017 concerning Confiscation and Blocking stipulates that the recording of land confiscation is an administrative act in order to realize administrative accountability. The confiscation itself was aimed at the interests of the investigation or case of the law enforcement apparatus concerned. The confiscation will become a juridical basis that eliminates all forms of sale and purchase performance that occur on the land or land that has been determined. Article 26 Regulation of the Minister of ATR / Spatial Planning No. 13 of 2017 concerning Confiscation and Blocking has also determined the classification of seizure according to the designation of the conditions faced including cases, debts and criminal interests.

However, weak law enforcement for acts of confiscation and land blocking is also an unresolved problem that determines that property rights hold the highest position as legitimacy of land tenure individually or in groups.

Thus, the concept of good faith will show more performance when juxtaposed with the principle of nemo plus juristransfere quam ipse habet. Article 1491 of the Civil Code has also determined that the seller is responsible for his achievements and must anticipate any defects behind it, and must ensure that there are no hidden defects in an item.

Blocking and confiscation of land has a direct impact on land titles that are owned individually or in groups. Referring to Article 16 paragraph (1) of Law Number 5 Year 1960 concerning Basic Agrarian Principles, property rights occupy the top position, which simultaneously shows that property rights are the highest rights to land that can be owned by an individual or legal entity. Thus, it can also be concluded that blocking and confiscation of land is a legal action that aims to weaken the position of property rights, the implication is that a person cannot perform performance on 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 rights but for group ownership according to legal requirements. It also explains that the forms of

rights that can be used as objects of block and confiscation of land include individual human rights indicated in the management of customary rights as referred to in Article 4 paragraph (1) of Law Number 5 of 1960 concerning Basic Regulations. Agrarian; private land rights indicated on the use of land according to their needs as stipulated in Article 9 paragraph (2) of Law Number 5 of 1960 concerning Basic Agrarian Principles; as well as land rights that contain elements of togetherness identified as the right of the nation in managing national land by making the state the administrator of the rights of the nation.

In the sense of customary law, "buying and selling" land is a legal act, whereby the seller gives up the land he is selling to the buyer for good, at the time the buyer pays the price (even though it is partly) the land to the seller. Since then, land rights have passed from the seller to the buyer. In other words, since then the buyer has acquired ownership rights to the land. So "buying and selling" according to customary law is nothing but an act of transferring rights between the seller to the buyer. So it is common to say that "buying and selling" according to customary law is "cash" (cash) and "real" (concrete).

In this regard, Boedi Harsono is of the opinion that in customary law the act of transferring rights (buying and selling, exchanging, giving) is a legal act that is cash in nature. Sale and purchase of land in customary law is a legal act of transferring land rights, with payment of the price at the same time in cash. So by handing over the land to the buyer and paying the price to the seller at the time the sale and purchase is carried out, the sale and purchase is completed, meaning that the buyer has become the new right holder.

In contrast to 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 of rights before a notary, where each party promises to make an achievement with respect to the land rights that are the object of the sale and purchase, namely the seller to sell and hand over the 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 ownership rights. New ownership rights are transferred by levering or handing over. Thus, in the Civil Code system "levering" is a juridical act to transfer property rights ("transfer of ownership").

Meanwhile, the definition of sale and purchase of land as stated in Article 1457 of the Civil Code states that the sale and purchase of land is an agreement whereby the seller binds himself (meaning promises) to hand over the rights to the land concerned to the buyer and the buyer binds himself to pay the seller the agreed price.

B. Legal certainty for buyers with good intentions due to blocking of land as the object of sale and purchase by other parties:

In the sale and purchase agreement, especially the sale and purchase of land, it is hoped that a balance can be created between the two parties concerned, one of which is good faith 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, there is a difference between the presence or absence of good faith on the party receiving the payment. Article 1360 of the Civil Code, states that whoever, in good faith, has received something that does not have to be paid to him, is obliged to return it with interest and the proceeds, calculated from the payment and thus does not reduce the compensation for costs, losses and interest, if the price is already suffer a slump. If

the goods have been destroyed, even though this happens beyond his fault, then he is obliged to pay the price accompanied by compensation for interest, loss and price, unless he can prove that the goods were also destroyed, if he is in the person to whom he should have been given.

Not having a good intention of a legal subject can also lead to illegal 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 violating the law, which brings harm to another person, obliges the person who due to his fault caused the loss, to compensate the loss".

So important is Article 1365 of the Civil Code that the Article is used to prosecute civil matters concerning other legal materials, such as land, housing, and trademarks. Especially with regard to interests that are based on bad faith. According to article 1363 of the Civil Code: whether the recipient of this item is in good faith and then has it or who has sold something that he received in good faith as payment for the right to return anything.

If in the sale of an immovable object, it occurs by stating the area and contents, by determining a price according to its size, then the seller is obliged to submit the amount stated in the agreement. And if the buyer does not demand it, then the seller must be willing to accept a proportionate reduction in price.

Article 1320 of the Civil Code is an important instrument to prove the validity of an agreement made by the parties. There are 4 conditions in article 1320 of the Civil Code that must be fulfilled by the parties to make an agreement:

a. Agreeing those who bind themselves (de toe stemming van degenen die zich verbinden);
b. Ability to make agreements (de bekwaaheid om eene verbentenis aan pressure);
c. A certain thing (een bepaald onderwerp);
d. A cause that is lawful or permissible (eene geoorloofde oorzaak).

That the above elements have legal consequences when not met accurately. Terms of agreement and competence are subjective requirements because they relate to themselves or the subject of law that binds themselves in the agreement made. If the subjective conditions are not met then the agreement that has been made can be canceled (vernietigbaar) as long as there is a request from the parties involved or interested in the agreement. The cancellation of an agreement can occur due to a request from an interested party such as a parent, guardian and or benefactor is called a relative cancellation or not absolute. This relative cancellation is divided into 2 (two):

1. Cancellation on one's own power, then at the request of a certain person by filing a lawsuit or resistance so that the judge declares nullification (nietig verklaard) an agreement. For example, the subjective requirements are not fulfilled (Article 1446 of the Civil Code);
2. Cancellation by a judge with a decision to cancel an agreement by filing a lawsuit. For example, article 1449 of the Civil Code.

Endangered subjective conditions may be revoked by interested parties from parents, guardians and or benefactors. Avoiding the threat of cancellation by the above stakeholders then it can be requested assertion to those interested parties, that the agreement made remains valid and binding on the parties. Cancellations that occur like this are referred to as relative or relative cancellations (relatiefnietigheid).

If the objective conditions are not met then the agreement made is void for the sake of the law without asking for consent from the parties, thus the agreement made is considered non-existent and does not bind any party. An absolute void agreement may also occur, if the elements already mentioned in article 1320 of

the Criminal Code are not met by the parties that the agreement entered into by the parties appears to contain ambiguity of the object and the object violates the law, decency and propriety. For example, if the agreement made is a transaction agreement, then the agreement is void for the sake of law. Such cancellation is called absolute nietigheid.

In this case, a land sale and purchase certificate must be made by PPAT as described in article 37 of Government Regulation Number 24 of 1997 concerning Land Registration. However, if the sale and purchase deed other than before the PPAT is still valid because based on Article 5 of the UUPA, the 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 for buyers who have good faith in the law of the agreement refers to three forms of behavior of the parties in the agreement, namely: First, the parties must uphold their promises or words, second, the parties may not take advantage of misleading actions against one of the parties. , the parties comply with their obligations and behave as respectable and honest people, even though these obligations are not explicitly agreed upon.

Good faith is necessary because the law cannot reach future conditions, there is no fruit of the deeds of perfect human beings. These regulations can only cover the circumstances for which at the time of their formation it was known their possibility. Only then does it turn out that there are circumstances which, if the possibility had previously been known, might have been included in a regulation. In the case of situations like this, the honesty factor of the parties concerned appears important.

In addition, the principle of good faith is actually an idea used to avoid acts of bad faith and dishonesty that may be committed by either party, both in the making and implementation of the agreement. In the end, this principle actually wants to teach that in social life in the midst of society, those who are honest or have good intentions should be protected, and conversely, those who are dishonest should feel bitter due to dishonesty.

Legal certainty according to Gustaf Radbruch, states two kinds of definitions of legal certainty, namely. Legal concern by law and legal certainty in or from law. Laws that have succeeded in ensuring a lot of legal certainty in society are useful laws. Legal certainty because the law provides other legal duties, legal justice and law must remain useful. Meanwhile, legal certainty in law is achieved if there are as many laws as in the Act. The Law contains 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 it cannot be interpreted differently.

Normative legal certainty is when a regulation is made and promulgated in a clear and logical manner. It is clear in the sense that it does not cause doubts (multiple interpretations) and is logical in the sense that it becomes a norm system with other norms, so that it does not clash or create norms conflict. Conflict of norms caused by uncertainty of rules can take the form of norm contestation, norm reduction or norm distortion.

Law enforcement that guarantees legal certainty stated: "Legal certainty that is often used as an excuse for law enforcers can actually be seen from two points of view, namely the certainty in the law itself and concern because of the law.

So that, the authors realize that, land rights holders must obey their obligations or obligations to register their rights with the authorities both for the interests of the present and the future (their descendants), in addition

to preventing bad intentions as well as to help or facilitate the interests of the legal rights holder in terms of obtaining loans from the government and or the imposition of other land rights such as mortgages and crediet verband, rights to build on land. That is about the benefits of land registration.\

Payments that result in the release of the indebted party can be made by any person who has an interest in this payment, such as the payment for sale and purchase of land in a notary known as pre-sale, in the sense that the buyer has not paid it.

And in the land sale and purchase agreement is subject to tax, if the payment is below 60 million rupiah, then the term for the seller is known, namely BPHTP (Duty for Acquisition of Rights to Land and Buildings) or SSB and if the payment is above 60 million rupiah, then the term is known for the buyer, namely PPh. (Income tax). So, before the sale and purchase occurs, especially in the case of land sale, the certificate must be checked first at the Land Office so that later the notary and the PPAT will not have problems in the future and the need to analyze data from the seller, and the buyer must be careful. - Be careful in executing sale and purchase agreements, especially in terms of land sales, including avoiding the traps of the land mafia. It should be noted that the person paying 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, the payment of an amount of money or any other item that is consumable, cannot be reclaimed from a person in good faith who has spent the item paid for. Even if the payment has been made by a person who is not the owner or someone incapable of isolating the item. Payment must be made to the debtor, or to a person who is authorized by him, or also to a person who is authorized by a 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 other people than the parties themselves, namely if the payment is made honestly / in good faith to someone who acts as if he is the party entitled to receive payment. In this case, a debt certificate that can be passed on to someone else, such as a money order that gives to this holder is easily regarded as truly entitled, whereas the holder of the debt token may get it by breaking the law, must think that holding the debt sign is happening. Legally according to law or in general, someone who acts as a party is indeed a true party.

CONCLUSION:

The conclusions that can be drawn by the author from the descriptions in the previous chapters are:

1. Legal protection against buyers with good intentions due to blocking by other parties, namely buyers with good intentions must be protected because legal protection for buyers with good intentions has been regulated in MA Jurisprudence dated March 29, 1982 Number 1230 K / Sip / 1980, affirming that buyers who in good faith must receive legal protection. Buyers with good intentions are meant if they have met the material and formal requirements at the time of the transfer of the sale and purchase of land, then the legal action of the sale and purchase will receive legal protection because they are deemed to have fulfilled the legal requirements of the sale and purchase, have carried out their obligations and have not violated the Law. The rights of buyers in good faith must be fulfilled, so that the transfer of name must be processed by the parties concerned.
2. Legal certainty for buyers with good intentions by blocking the object of sale and purchase by other parties, namely buyers with good intentions must obtain legal

certainty where the elements of good faith, namely honesty, obligations have been fulfilled and do not have immoral goals. Blocking is limited to providing legal certainty regarding the holder of land rights and is based on the Regulation of the Minister of ATR / Head of BPN No. 13 of 2017 concerning Block and Confiscation Procedures, especially in article 13 explains in full to provide legal certainty to the community, especially buyers who have good intentions in the process of transferring rights to land.

SUGGESTIONS:

The suggestions that the author can provide are as follows

1. Buyers with good intentions should apply the precautionary principle when buying and selling land rights. This is to protect buyers who have good intentions in carrying out the sale and purchase of land objects. Among them, by matching the existing data with the actual situation so that at a later date there will be no land rights disputes where buyers with good intentions are always disadvantaged.
2. It is better if the regulations that have been made by the government can be implemented properly and correctly by the relevant agencies, especially in the sale and purchase of land, to ensure legal certainty so that they do not cause continuous losses for buyers with good intentions where the rights of buyers with good intentions are fulfilled in the process of transferring his rights.

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