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Legal Validity of Joint Marital Property Transfers Without Spousal Consent: Protecting Good-Faith Purchasers under Indonesian Law

Indah Puspitasari[1], Hatta Isnaini Wahyu Utomo[2]
[1,2] Faculty of Law, Universitas Narotama Surabaya, Surabaya 60117, East Java, Indonesia
Correspondence: puspitasari.indah8989@gmail.com

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ABSTRACT
The transfer of jointly owned marital land without spousal consent raises significant legal concerns regarding transactional validity, property rights, and the protection of purchasers acting in good faith. This study aims to analyze the legal validity of such transfers and examine the legal protection and certainty available to good-faith purchasers under Indonesian law. Employing normative legal research, this study applies statutory, conceptual, and case approaches through an examination of relevant legislation, legal doctrines, and judicial decisions, particularly Lumajang District Court Decision No. 45/Pdt.G/2022/PN.Lmj and Surabaya High Court Decision No. 219/PDT/2023/PT SBY. The findings demonstrate that transferring joint marital property without the consent of legally entitled spouses constitutes a substantive defect in the seller's authority and may result in transactional invalidity and civil liability. Furthermore, good-faith purchaser protection requires reasonable due diligence concerning ownership status, spousal authorization, and compliance with land registration procedures. Purchasers affected by invalid transactions may pursue restitution or compensation subject to applicable legal requirements. This study concludes that strengthening professional verification, protecting spouses' property rights, and ensuring proportionate remedies are essential for promoting justice and legal certainty in Indonesian land transactions.

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INTRODUCTION

Marriage establishes a legally recognized relationship that generates reciprocal rights and obligations between spouses, including those concerning the ownership, management, and transfer of marital property. Under Article 35(1) of Indonesian Law No. 1 of 1974 on Marriage, as amended by Law No. 16 of 2019, assets acquired during marriage are generally classified as joint marital property, while Article 36(1) requires mutual spousal consent for legal transactions involving such assets. These provisions establish a legal foundation for protecting spouses against unilateral decisions that may diminish their property rights, particularly when valuable assets such as land are involved. Chendra et al. (2020) emphasize that legal certainty in transactions involving joint marital property depends on recognizing the rights and authority of both spouses, whereas Kristanto & Tedjosaputro (2020) highlight the importance of spousal consent in preventing unauthorized transactions involving jointly owned assets. Nevertheless, the application of these principles becomes increasingly complex in polygamous marriages, where the ownership status of property and the rights of multiple wives must be carefully determined to prevent disputes and ensure substantive justice.

The transfer of land rights derived from joint marital property presents significant legal challenges when transactions are conducted without the knowledge or consent of the legally entitled spouse or spouses. Although land ownership certificates provide substantial documentary evidence of

ownership, registration under one spouse's name does not necessarily eliminate the marital property rights of the other spouse. Edgar & Mahmudah (2023) demonstrate that transferring marital assets without spousal consent creates legal uncertainty concerning the authority of the transferring party, while Wisnu et al. (2022) identify important consequences for the validity of land transactions and the responsibilities of Land Deed Officials (Pejabat Pembuat Akta Tanah, PPAT). Furthermore, Fitriana et al. (2024) emphasize the importance of legal protection for women's rights within marital relationships, particularly where unequal power relations may affect their ability to exercise those rights. These concerns indicate that unauthorized transfers of jointly owned land cannot be understood merely as procedural irregularities but must also be examined through the principles of marital property protection, contractual validity, and legal accountability.

Recent legal scholarship has increasingly examined the consequences of transferring marital property without spousal consent and the corresponding protection available to purchasers acting in good faith. Nurfaiqah & Tjempaka (2023) investigate legal protection for buyers of jointly owned assets sold without a wife's consent, demonstrating the importance of reconciling purchaser interests with existing marital property rights. Similarly, Rahmi et al. (2024) discuss the legal consequences of land transactions conducted without spousal approval, while Rambe et al. (2025) analyze the validity of transactions involving marital property transferred unilaterally by one spouse. From the perspective of legal administration, Lambe & Tjempaka (2026) emphasize the responsibility of Land Deed Officials to verify marital status and spousal authorization before authenticating transactions involving joint property. However, these studies predominantly examine unauthorized marital property transfers, purchaser protection, or professional responsibility as related but distinct legal issues, leaving room for a more integrated assessment of competing rights in polygamous marriages.

The complexity of these legal issues is illustrated by Lumajang District Court Decision No. 45/Pdt.G/2022/PN.Lmj, subsequently affirmed by Surabaya High Court Decision No. 219/PDT/2023/PT SBY, concerning the transfer of jointly owned land without the consent of the seller's first and second wives. The disputed property consisted of an 8,269-square-meter parcel registered under Certificate of Ownership No. 179 in Lubruk Lor Village, Lumajang Regency, which was transferred through a preliminary sale and purchase agreement and a power of attorney to sell, both executed on January 21, 1991. Although the purchaser was reportedly unaware of the property's joint marital status, the transaction was challenged by the heirs following the deaths of the husband and both wives, and the disputed land had subsequently been transferred by gift to the purchaser's daughter. The judicial proceedings resulted in the invalidation of the contested transactional documents, raising fundamental questions regarding the consequences of defective authority, the protection of marital property rights, and the legal position of subsequent transferees. This dispute demonstrates the tension between safeguarding the proprietary rights of spouses and providing legal certainty to purchasers who may have relied on apparently legitimate documentation when acquiring land.

Despite the growing literature on marital property transfers and good-faith purchasers, insufficient attention has been devoted to the simultaneous examination of spousal consent, the legal consequences of unauthorized land transfers in polygamous marriages, and the remedies available to purchasers whose transactions are subsequently invalidated. Previous studies have established important foundations regarding joint property rights and the responsibilities of Land Deed Officials (Chendra et al., 2020; Lambe & Tjempaka, 2026; Wisnu et al., 2022), while other research has addressed purchaser protection and the consequences of unilateral transactions (Nurfaiqah & Tjempaka, 2023; Rambe et al., 2025). Building on these contributions, the present study offers an integrated normative legal analysis of the relationship between spousal property rights, transactional validity, good-faith purchaser protection, and remedial justice within the specific context of polygamous marriage. Accordingly, this study aims to examine the legal validity of transferring rights to jointly owned land without the consent of the wife or wives under Indonesian marriage and land laws and to identify the forms of legal protection and certainty available to purchasers acting in good faith. By analyzing statutory provisions, relevant legal doctrines, and the judicial reasoning reflected in the Lumajang and Surabaya court decisions, this research seeks to contribute to a more coherent understanding of how Indonesian law can balance the protection of spouses' property rights with fairness and legal certainty in land transactions.

RESEARCH METHODS

This study employed a normative legal research design (doctrinal legal research) to examine the validity of transferring land rights derived from joint marital property without the consent of the wife or wives and the legal protection afforded to purchasers acting in good faith. The research applied three complementary approaches: a statutory approach, a conceptual approach, and a case approach (Ibrahim, 2006; Marzuki, 2021). The statutory approach examined relevant provisions of Indonesian Law No. 1 of 1974 on Marriage, as amended by Law No. 16 of 2019, the Indonesian Civil Code, Law No. 5 of 1960 on Basic Agrarian Principles, and Government Regulation No. 24 of 1997 on Land Registration. The conceptual approach explored legal principles concerning joint marital property, spousal consent, contractual validity, legal certainty, good faith, and the authority to transfer property rights. Meanwhile, the case approach focused on Lumajang District Court Decision No. 45/Pdt.G/2022/PN.Lmj in conjunction with Surabaya High Court Decision No. 219/PDT/2023/PT SBY to examine the judicial considerations underlying the disputed transfer of jointly owned land.

The research relied on secondary data consisting of primary and secondary legal materials collected through a systematic examination of relevant legal documents and scholarly literature. Primary legal materials included statutory regulations, provisions of the Indonesian Civil Code, and the judicial decisions examined, while secondary legal materials comprised academic books, peer-reviewed journal articles, and previous studies addressing marital property rights, land transactions, and purchaser protection. Data collection was conducted through library research using inventory, identification, classification, and documentation techniques to organize legal materials according to the research questions. The collected materials were analyzed qualitatively through deductive legal reasoning and prescriptive analysis by interpreting statutory provisions, examining relevant legal doctrines, and evaluating judicial considerations (Soekanto & Mamudji, 2015). This analytical process aimed to determine the legal consequences of unauthorized transfers of jointly owned land and formulate legally grounded conclusions regarding the protection of spouses' property rights and the legal certainty available to purchasers acting in good faith.

RESULTS AND DISCUSSION

Legal Validity of the Transfer of Jointly Owned Land Without the Consent of the Wife(s)

1. Legal Status of Joint Marital Property and Spousal Authority

The normative legal analysis demonstrates that the validity of land transfers involving joint marital property depends fundamentally on the legal classification of the property and the authority of the parties undertaking the transaction. Article 35(1) of Law No. 1 of 1974 on Marriage establishes that assets acquired during marriage generally constitute joint property, whereas property acquired individually through inheritance or gifts remains under the respective spouse's control unless otherwise agreed. This distinction is particularly important in land transactions because the person whose name appears on the ownership certificate may not necessarily possess exclusive authority to dispose of the property. Article 36(1) further requires mutual consent for legal actions involving joint marital property, thereby establishing spousal approval as a substantive legal requirement. Accordingly, registration of jointly owned land under one spouse's name does not automatically extinguish the ownership interests of the other spouse.

This interpretation is consistent with Chendra et al. (2020), who explain that legal certainty concerning transactions involving marital property requires recognition of the rights of both spouses. Although the concept of marital joint ownership differs from ordinary co-ownership, it reflects a legal relationship in which the exercise of ownership rights is subject to obligations arising from marriage. The legal significance of spousal consent therefore extends beyond administrative compliance and directly concerns the seller's authority to transfer property. Harahap et al. (2025) and Surbakti (2026) similarly demonstrate that unilateral transfers of marital assets create disputes concerning the legality of transactions and the protection of spouses whose approval has not been obtained. More recent research by Hartawati et al. (2025) further confirms that unauthorized transactions involving joint marital property may result in judicial invalidation and legal consequences for the parties involved.

The legal complexity becomes more pronounced in polygamous marriages because different marital relationships may generate distinct property interests. Although a husband may be legally married to more than one wife, the existence of multiple marriages does not necessarily mean that every wife possesses an identical ownership interest in every asset. Determining the status of jointly owned

land requires consideration of when the property was acquired, the relevant marital relationships, the source of acquisition, and any applicable property arrangements. The protection of each wife's interests must therefore be based on the legal connection between the property and the marriage rather than on marital status alone. This distinction is essential for preventing an overly broad interpretation of joint ownership while ensuring that legally entitled spouses are protected against unauthorized transactions.

The relationship between marital property rights and land ownership also reflects the broader principle that documentary evidence of ownership must be interpreted alongside substantive legal rights. Under Indonesia's land registration framework, a certificate provides strong evidence concerning the registered holder and the property described, but its evidentiary value does not necessarily eliminate competing rights established under marriage law. Consequently, a transaction based solely on the registered owner's apparent authority may remain vulnerable to legal challenges when the underlying property constitutes jointly owned marital assets. This legal vulnerability demonstrates the importance of integrating family law considerations into land administration and contractual verification. It also establishes the foundation for assessing whether the absence of spousal consent constitutes a defect affecting the transaction's enforceability.

Table 1 Legal Framework Governing the Transfer of Joint Marital Property in Indonesia

Legal instrument	Relevant provision	Legal implication
Law No. 1 of 1974 on Marriage, as amended	Article 35(1)	Property acquired during marriage generally constitutes joint marital property.
Law No. 1 of 1974 on Marriage, as amended	Article 36(1)	Transactions involving joint marital property require the consent of both spouses.
Indonesian Civil Code	Article 1320	Establishes requirements for contractual validity.
Indonesian Civil Code	Article 1338(3)	Requires agreements to be performed in good faith.
Indonesian Civil Code	Article 1365	Establishes liability for unlawful acts that cause legally recognized damage.
Indonesian Civil Code	Article 1471	Addresses the sale of another person's property and potential purchaser remedies.
Law No. 5 of 1960 on Basic Agrarian Principles	Article 19	Provides a legal foundation for land registration and legal certainty.
Government Regulation No. 24 of 1997 on Land Registration, as amended	Articles 32 and 37	Regulates the evidentiary role of certificates and documentation of land-right transfers.
Supreme Court Circular Letter No. 4 of 2016	Civil Chamber guidance	Provides criteria relevant to assessing purchasers acting in good faith.

2. Judicial Analysis of Lumajang District Court Decision No. 45/Pdt.G/2022/PN.Lmj

The legal implications of unauthorized land transfers are illustrated by Lumajang District Court Decision No. 45/Pdt.G/2022/PN.Lmj, which was subsequently affirmed by Surabaya High Court Decision No. 219/PDT/2023/PT SBY. According to the case narrative presented in the research manuscript, the dispute concerned a parcel of land measuring 8,269 square meters in Lubruk Lor Village, Lumajang Regency, registered under Certificate of Ownership No. 179. The property was originally registered in the husband's name, although it was characterized in the dispute as joint marital property involving his first and second wives. On January 21, 1991, the husband executed Preliminary Sale and Purchase Agreement No. 18 and Power of Attorney for Sale No. 20 without obtaining the consent of either wife. The absence of such consent subsequently became a central issue in determining the legal validity of the transfer.

The case acquired further complexity because the purchaser subsequently transferred the disputed property to his daughter through a gift arrangement. Following the deaths of the husband and both wives, five children from the husband's first marriage initiated legal proceedings concerning the disputed ownership. The claim challenged the original transaction and the subsequent transfer on the grounds that the seller had disposed of jointly owned property without the required spousal authorization. According to the manuscript's account, the district court recognized the plaintiffs' rights

to the disputed property, declared the contested transactional documents invalid, and determined that the unauthorized transfer constituted an unlawful act. The Surabaya High Court subsequently affirmed the district court's decision, reinforcing the legal significance of the defect affecting the original transaction.

These findings indicate that the substantive legality of land transactions cannot be determined solely through documentary ownership or the apparent completeness of transactional instruments. Even where a seller holds a registered ownership certificate, the legal authority to dispose of jointly owned marital property may remain restricted by the rights of other legally entitled persons. The case also demonstrates how defects affecting an initial transaction may generate disputes concerning subsequent transfers, including gifts executed after a purchaser acquires the property. However, the precise effects on a subsequent transferee must be assessed in light of the relevant judgment and the transferee's legal position. Therefore, the judicial reasoning illustrates the importance of distinguishing between documentary registration, substantive ownership, and the legal authority required to transfer rights.

Table 2 Summary of the Land Ownership Dispute and Judicial Findings

Aspect	Description
First-instance decision	Lumajang District Court No. 45/Pdt.G/2022/PN.Lmj
Appellate decision	Surabaya High Court No. 219/PDT/2023/PT SBY
Disputed property	Land and building, Certificate of Ownership No. 179
Land area	8,269 m²
Location	Lubruk Lor Village, Lumajang Regency, East Java
Original registered owner	Husband in a polygamous marriage
Relevant transaction date	January 21, 1991
Transactional documents	Preliminary Sale and Purchase Agreement No. 18 and Power of Attorney for Sale No. 20
Principal legal defect	Absence of consent from the first and second wives
Subsequent transaction	Transfer by gift from purchaser to daughter
Plaintiffs	Five children/heirs of the husband and first wife
District court outcome as reported in the draft	Contested documents declared invalid; plaintiffs' rights to disputed property recognized
Appellate outcome as reported in the draft	District court decision affirmed

3. Legal Consequences of Unauthorized Property Transfers

The absence of spousal consent raises important questions concerning contractual validity, authority to act, and the legal consequences of transferring property belonging to more than one legally entitled person. Article 1320 of the Indonesian Civil Code establishes four essential requirements for contractual validity: agreement between the parties, legal capacity, a definite object, and a lawful cause. In disputes involving jointly owned marital property, particular attention must be directed toward whether the seller possessed sufficient legal authority to dispose of the entire asset. The lack of spousal authorization should not automatically be equated with the seller's general incapacity to contract because contractual capacity and authority to dispose of a particular asset are conceptually distinct. Nevertheless, a transfer undertaken without the legally required authorization may constitute a substantive defect that affects the enforceability or validity of the transaction.

This distinction is supported by Esterina & Lukman (2022), whose examination of defective preliminary sale and purchase agreements demonstrates that problems involving marital authorization may affect the legal consequences of both contractual agreements and associated powers of attorney. Their findings suggest that defective consent must be evaluated in relation to the particular contractual arrangement and the applicable judicial interpretation. Safira et al. (2025) similarly conclude that an unauthorized transfer of jointly owned land may result in the invalidation of the transaction and potential liability for professionals involved in its documentation. These studies reinforce the position that legal validity depends not only on the apparent completion of formal requirements but also on the existence of substantive authority. Consequently, judicial assessment must consider the interaction between contractual provisions, marital property regulations, and the circumstances surrounding the transaction.

Article 1365 of the Civil Code also provides an important legal basis for examining unauthorized transactions that infringe another person's rights and cause damage. When a spouse knowingly transfers jointly owned land without obtaining the required consent, the conduct may be evaluated as an unlawful

act if the relevant elements of liability are established. These elements generally involve an unlawful act, fault, legally cognizable damage, and a causal connection between the conduct and the damage. In the present case, the manuscript reports that the court characterized the disputed transaction as an unlawful act and invalidated the documents associated with the transfer. Nevertheless, the precise legal consequences must be distinguished from a general proposition that every transfer without consent is automatically null and void in all factual circumstances.

The relationship between unauthorized transactions and professional responsibility further illustrates the importance of the authority requirement. The involvement of a notary or Land Deed Official does not independently establish the validity of a transaction when the underlying legal act contains substantive defects. A formally authenticated instrument may therefore be challenged on grounds relating to the authority of the parties or the legality of the transaction. Wijaya & Nurdin (2024) emphasize that legal consequences arising from unauthorized marital property transactions require careful consideration of both substantive and procedural requirements. This finding supports a comprehensive approach in which judicial remedies address the violation of spouses' property rights while determining the separate legal responsibilities of sellers, purchasers, and relevant officials.

Legal Protection and Certainty for Good-Faith Purchasers in Unauthorized Joint Property Transfers

1. The Principle of Good Faith in Land Transactions

The protection of purchasers acting in good faith constitutes an essential component of legal certainty in Indonesian land transactions, particularly when a buyer acquires property that is subsequently challenged because of defects in the seller's authority. Article 1338(3) of the Indonesian Civil Code establishes the principle that agreements must be performed in good faith, providing a general legal foundation for evaluating contractual conduct. Within land transactions, however, good faith requires more than the purchaser's subjective belief that the transaction is legitimate. The purchaser's conduct must also be evaluated against objective standards of reasonable care, including verification of the legal status of the property and compliance with applicable transactional procedures. Therefore, an assertion of innocence or lack of knowledge does not necessarily establish entitlement to legal protection.

Supreme Court Circular Letter No. 4 of 2016 provides relevant judicial guidance for identifying purchasers who qualify for protection as buyers acting in good faith. The applicable considerations include whether a transaction was conducted through legally recognized procedures and whether the purchaser exercised appropriate caution in examining the property's legal and factual circumstances. Such examinations may involve confirming the authenticity of ownership documents, inspecting the land, investigating possible disputes, and establishing whether the seller possesses the legal authority to transfer the property. In transactions involving marital property, reasonable verification may also require examining the seller's marital status and the existence of any spousal authorization necessary for the transaction. Accordingly, legal protection should be determined by evaluating both the purchaser's knowledge and the reasonableness of the steps taken before acquiring the property.

The importance of this distinction is reinforced by Nurfaiqah & Tjempaka (2023), who examined legal protection for purchasers of jointly owned property sold without spousal consent. Their research illustrates that judicial outcomes may depend on the circumstances of the transaction and the strength of the competing legal claims. Similarly, Tandiono & Saleh (2026) identify inconsistencies in the application of legal protection for good-faith purchasers across land ownership disputes, highlighting the need for more consistent judicial evaluation. Usman (2026) further emphasizes that hidden defects create difficulties in allocating responsibility when purchasers have undertaken reasonable verification but remain exposed to legal losses. These findings establish that good faith must be assessed through a combination of objective diligence, procedural compliance, and the substantive circumstances of the disputed transaction.

In the Lumajang case, the manuscript describes the purchaser as unaware that the land constituted joint marital property and that the transfer had occurred without the wives' consent. This factual assertion is relevant to the purchaser's claim of good faith but does not, by itself, establish that the applicable legal requirements were fulfilled. A complete assessment would require determining whether the purchaser verified the seller's marital status, examined the transaction documents, investigated the property's ownership history, and reasonably identified the existence of competing rights. If the purchaser fulfilled the applicable diligence requirements, the subsequent discovery of an undisclosed

defect could provide grounds for seeking appropriate legal protection. Conversely, an absence of reasonable verification may weaken a claim that the purchaser acted in good faith, even if the purchaser had no actual knowledge of the defect.

2. Preventive Legal Protection Through Land Registration and Professional Verification

Preventive legal protection operates before a land transaction is completed and seeks to minimize the possibility of disputes arising from defective ownership, inadequate authorization, or inaccurate documentation. Under Article 19 of Law No. 5 of 1960 on Basic Agrarian Principles, land registration plays a central role in providing legal certainty concerning land ownership and related rights. Government Regulation No. 24 of 1997, as subsequently amended, establishes important rules governing land registration and the documentation of transfers. Article 37(1) generally requires transfers through specified legal transactions to be supported by a deed prepared by an authorized Land Deed Official, subject to the exceptions provided by law. These requirements are intended to strengthen the reliability and traceability of transactions and reduce the risk of unauthorized transfers.

Nevertheless, the existence of a registered ownership certificate or authentic deed does not necessarily guarantee that every underlying legal requirement has been satisfied. Indonesia's land registration system is commonly understood as reflecting a negative publication system with positive elements, under which registered certificates provide strong evidence but are not invariably immune from legal challenge. This characteristic creates a significant challenge for purchasers who reasonably rely on official documentation but subsequently discover defects affecting the seller's authority. The protective function of land registration must therefore be complemented by substantive verification of the property and the parties involved. The importance of this preventive approach becomes particularly apparent when land is registered under one spouse's name while legally constituting joint marital property.

Land Deed Officials occupy an important position within this preventive protection framework because they are responsible for preparing legally significant instruments and examining relevant transactional requirements. Their professional obligations include verifying documents and ensuring that the parties possess the authority necessary to undertake the proposed legal action. Where joint marital property is involved, this responsibility requires appropriate attention to marital status, the source and timing of property acquisition, and any necessary spousal approval. Failure to identify relevant defects may expose the transaction to legal challenges and may create grounds for professional liability if negligence and the other applicable requirements are established. Consequently, the precautionary principle should guide professional conduct throughout the preparation and authentication of land transaction documents.

Wisnu et al. (2022) demonstrate the relevance of professional negligence in disputes involving land transferred without the wife's approval, particularly where inadequate verification contributes to the preparation of defective transactional instruments. More recently, Noor et al. (2026) emphasize that the precautionary obligations of Land Deed Officials extend beyond documentary completeness to the substantive validity of consent in transactions involving marital property. Their research highlights the possibility that consent may be compromised not only through complete absence but also through coercion, unequal bargaining conditions, or other circumstances affecting its validity. Although these findings concern a different type of marital property instrument, they provide relevant support for adopting more rigorous verification standards. Therefore, strengthening preventive legal protection requires Land Deed Officials to examine both the formal evidence of authorization and the substantive circumstances under which the relevant approval was obtained.

The administrative verification process also has significant implications for purchasers. A purchaser should not rely exclusively on the seller's statements or the registered ownership certificate when other circumstances suggest that the property may be subject to marital rights. Verification through the relevant Land Office, examination of ownership history, and consultation with an authorized legal professional can reduce the likelihood of acquiring property affected by undisclosed interests. Such preventive measures are especially important where the seller's marital history is complex or where several persons may possess legally protected interests in the property. Accordingly, effective preventive protection requires cooperation among purchasers, sellers, Land Deed Officials, and land administration authorities to establish a reliable basis for transferring ownership.

3. Repressive Legal Protection and Remedies Available to Good-Faith Purchasers

Repressive legal protection becomes relevant when an unauthorized land transaction has already occurred and the resulting dispute requires judicial or other legally recognized remedies. In cases involving joint marital property, the invalidation of a transaction may restore the rights of the spouse whose consent was unlawfully disregarded while simultaneously creating financial and legal consequences for the purchaser. The central challenge involves determining how the legal system should address the purchaser's losses without undermining the substantive rights of the original property holders. This requires separating the question of ownership from the question of compensation because entitlement to compensation does not necessarily establish entitlement to retain the disputed land. Consequently, effective remedial protection should address both the restoration of lawful property rights and the allocation of responsibility for the losses caused by the defective transaction.

Article 1471 of the Indonesian Civil Code provides a potentially relevant legal basis where a transaction involves the sale of property that the seller lacked authority to dispose of. The provision addresses the consequences of selling another person's property and may support claims arising from losses sustained by a purchaser under the circumstances contemplated by the law. Article 1365 may also provide a basis for compensation when the elements of an unlawful act are established. However, the availability and scope of compensation depend on the legal claim, the evidence of loss, the responsible party, and the applicable judicial determination. A purchaser's good faith is therefore an important consideration, but it does not automatically entitle the purchaser to reimbursement at current market value or to every category of claimed damages.

In the Lumajang dispute, the manuscript indicates that the contested transaction was invalidated and the plaintiffs' rights to the disputed property were recognized. This outcome demonstrates that protecting the original property holders may require reversing the legal consequences of a transaction undertaken without sufficient authority. Nevertheless, the manuscript does not establish that the purchaser received a specific monetary award through the judgments examined. Accordingly, any discussion of reimbursement or damages should be framed as an analysis of potentially available remedies rather than as compensation conclusively awarded in the case. Such a distinction is necessary to maintain consistency between the judicial findings described in the research and the broader normative implications developed through legal analysis.

Potential remedies may include restitution of the purchase price, compensation for proven losses, or other relief supported by the relevant contractual and civil liability provisions. Where the seller has died, claims involving the estate or heirs require additional examination of inheritance law, the nature of the obligation, and the extent of liability recognized under applicable law. Similarly, claims against a notary or Land Deed Official cannot be presumed merely because the transaction was invalidated. Professional liability requires an independent assessment of the official's duties, the alleged breach, the causal relationship between the conduct and the loss, and any applicable legal defenses. This approach prevents the automatic attribution of liability while preserving the possibility of meaningful remedies for purchasers who have suffered legally recognizable losses.

Usman (2026) proposes a risk-allocation approach that considers the source of a defect, the parties' ability to detect it, and the proportional distribution of responsibility. This framework is particularly relevant to unauthorized marital property transfers because information concerning the seller's marital relationship and the property's acquisition history may not be equally accessible to all parties. Where a seller knowingly conceals the property's joint ownership status, the resulting risk may be attributable primarily to the seller's conduct, subject to the applicable liability rules. Conversely, where a purchaser fails to undertake reasonable verification despite clear warning signs, the purchaser's conduct may affect the assessment of legal protection. The application of this approach can support a more proportionate evaluation of competing claims without displacing statutory requirements or established judicial principles.

Table 3 Forms of Legal Protection and Potential Remedies in Disputed Joint Property Transfers

Legal protection	Relevant legal basis or principle	Implication for the parties
Recognition of marital property rights	Articles 35–36 of the Marriage Law	Protects legally entitled spouses from unauthorized disposal of jointly owned assets.
Verification before transfer	Land registration rules and PPAT professional obligations	Reduces risks arising from defective ownership or missing authorization.

Protection of good-faith purchasers	Article 1338(3) of the Civil Code; SEMA No. 4 of 2016	Requires assessment of legitimate procedures and reasonable purchaser diligence.
Judicial invalidation	Contractual validity and property law principles	May invalidate defective transactions and affect subsequent transfers.
Restitution	Applicable contractual and civil-law remedies	May permit recovery of payments where legal requirements are satisfied.
Compensation for unlawful acts	Article 1365 of the Civil Code	May support damages when fault, unlawful conduct, causation, and loss are established.
Professional accountability	Relevant rules governing notaries and PPATs	May provide a basis for liability where professional wrongdoing is established.
Restoration of lawful ownership	Judicial remedies and land administration procedures	May restore recognized property rights following an enforceable judicial determination.

Discussion: Balancing Spousal Property Rights and Legal Certainty for Good-Faith Purchasers

The findings of this study demonstrate that the unauthorized transfer of jointly owned marital land generates competing legal interests that cannot be resolved exclusively through the formal recognition of registered ownership. The rights of legally entitled spouses derive from the marital property framework, while purchasers may seek protection based on the legitimacy of their transactions and their reasonable reliance on ownership documentation. The Lumajang case illustrates how these interests may conflict when the seller's apparent authority differs from the substantive limitations imposed by marriage law. This finding is consistent with Wisnu et al. (2022), who demonstrate that the transfer of joint marital property without spousal approval may produce serious consequences for transactional validity and professional accountability. Hartawati et al. (2025) similarly emphasize the legal implications of unauthorized marital property sales and the importance of judicial intervention in protecting affected spouses. However, an important contribution of the present analysis is the recognition that resolving such disputes requires evaluating the property's legal status, the seller's authority, and the purchaser's conduct as interconnected rather than isolated legal questions.

The findings also highlight the distinctive challenges associated with marital property transactions within polygamous marriages. Unlike an ordinary transaction involving a single marital relationship, a polygamous marriage may require the identification of several potentially relevant property interests and the determination of which spouse possesses rights over the disputed asset. The present analysis indicates that the requirement of spousal consent should be connected to legally established property interests rather than applied indiscriminately to every spouse regardless of the property's acquisition history. This interpretation supports substantive justice by protecting wives whose property rights are affected while preventing uncertainty concerning the extent of each spouse's ownership. The broader importance of protecting women within marital relationships is reflected in Fitriana et al. (2024), although their study addresses a different legal context. Consequently, marital property disputes involving polygamy require careful factual classification and legal reasoning to ensure that the protection of one party does not result in the unjustified restriction of another party's lawful interests.

Another significant finding concerns the distinction between the formal authenticity of transactional documents and the substantive legality of the underlying transaction. A preliminary sale and purchase agreement, power of attorney, or registered certificate may establish important documentary evidence without conclusively proving that the seller possesses unrestricted authority to transfer the relevant property. Esterina & Lukman (2022) demonstrate that defects involving marital consent and contractual authorization can affect the validity of preliminary agreements and their associated legal instruments. Similarly, Noor et al. (2026) emphasize that the professional obligations of Land Deed Officials require attention to the substantive validity of consent rather than mere

documentary completeness. These findings reinforce the importance of strengthening verification procedures, especially where property ownership is intertwined with marital relationships and potentially undisclosed third-party interests. Accordingly, more rigorous professional verification offers a preventive mechanism for reducing unauthorized transfers and strengthening public confidence in land administration.

The protection of purchasers acting in good faith represents a further dimension of the relationship between contractual justice and the stability of land transactions. The present analysis indicates that good faith should be established through objective conduct, including reasonable diligence, rather than through an unsupported declaration of ignorance. Nurfaiqah & Tjempaka (2023) demonstrate that judicial protection of purchasers in marital property disputes can depend on the particular legal circumstances and the competing claims presented before the court. Tandiono & Saleh (2026) further identify inconsistencies in judicial approaches to good-faith purchaser protection, suggesting that the applicable standards require more consistent implementation. From a broader perspective, Usman (2026) argues that responsibility for hidden defects should be evaluated in relation to the source of risk and the ability of the relevant parties to identify or prevent it. These findings support the conclusion that purchaser protection should be assessed through procedural compliance, reasonable investigation, and proportionate responsibility, while preserving the legally established rights of spouses affected by unauthorized transfers.

The principal contribution of this study lies in developing an integrated legal understanding of unauthorized joint marital property transfers that simultaneously considers spousal ownership rights, transactional validity, professional accountability, and purchaser remedies. The analysis suggests that legal certainty should not be equated exclusively with preserving the purchaser's registered ownership when the underlying transaction infringes established marital property rights. Instead, a legally coherent approach should distinguish the restoration of valid ownership from the availability of financial or other remedies for purchasers who satisfy the applicable good-faith requirements. Such an approach is consistent with the risk-allocation considerations developed by Usman (2026) and the emphasis on careful professional verification presented by Noor et al. (2026). Nevertheless, this study is limited by its normative legal design and reliance on the case materials described in the research manuscript, rather than an empirical examination of land administration practices or an independently verified complete judicial record. Future research could examine a broader selection of judicial decisions and investigate how notaries, Land Deed Officials, and land registration authorities implement consent verification and purchaser protection standards in practice.

CONCLUSION

This study concludes that the transfer of land rights constituting joint marital property without the consent of the legally entitled wife or wives creates a substantive defect in the seller's authority and may result in the invalidation of the transaction under Indonesian law. Articles 35(1) and 36(1) of Law No. 1 of 1974 on Marriage establish that property acquired during marriage generally constitutes joint property and that legal actions involving such property require mutual spousal consent. The analysis of Lumajang District Court Decision No. 45/Pdt.G/2022/PN.Lmj, as affirmed by Surabaya High Court Decision No. 219/PDT/2023/PT SBY, demonstrates the legal consequences of transferring jointly owned land without the required authorization, including the invalidation of the disputed transactional documents and recognition of the lawful property holders' rights. Furthermore, registration of land under one spouse's name does not automatically eliminate the ownership interests of other legally entitled spouses, particularly in polygamous marriages where property rights must be determined according to the circumstances of acquisition. Accordingly, spousal consent constitutes a substantive requirement for lawful property transfers, while violations may give rise to contractual invalidity and civil liability depending on the applicable legal provisions and judicial findings.

Legal protection for purchasers acting in good faith must balance the restoration of lawful spousal property rights with the need to provide fairness and legal certainty to parties who have reasonably relied on legitimate transactional procedures. The findings indicate that good faith requires not only an absence of knowledge concerning legal defects but also reasonable due diligence in verifying ownership documents, the seller's authority, marital property status, and compliance with applicable land registration requirements. When a transaction is invalidated because of defective authorization, eligible purchasers may seek appropriate legal remedies, including restitution of payments and compensation

for proven losses, subject to the applicable legal requirements and judicial determination. This study therefore emphasizes the importance of strengthening preventive legal protection through comprehensive verification by Land Deed Officials (PPAT), transparent land administration, and consistent application of the legal standards governing good-faith purchasers. Ultimately, an integrated approach combining substantive protection of spouses' property rights, professional accountability, and proportionate remedies for purchasers is essential for promoting justice and legal certainty in Indonesian land transactions.

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