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Legal Protection and Certainty for Buyers Acting in Good Faith in Land Sales Transactions Based in Part on Private Gift Deeds

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ABSTRACT
This study examines the legal validity of land sale and purchase transactions involving property partially transferred through private gift deeds and the legal protection afforded to good-faith purchasers under Indonesian land law. Employing a normative juridical method, the research integrates statutory, conceptual, and case approaches, focusing on Government Regulation No. 24 of 1997 and judicial decisions concerning a land ownership dispute in Jombang. The findings indicate that privately executed gift deeds generally fail to satisfy the formal requirements for registering land-right transfers, potentially creating discrepancies between ownership records, historical transactions, and actual land boundaries. Furthermore, Freehold Title Certificates (SHM) provide strong evidence of ownership but do not guarantee absolute protection when substantive or procedural defects are legally established. Protection for good-faith purchasers depends on compliance with lawful transaction procedures, reasonable due diligence, and applicable land registration provisions. Where ownership rights are invalidated, purchasers may pursue appropriate legal remedies, including reimbursement or compensation from responsible parties. This study emphasizes the importance of authentic documentation, comprehensive ownership verification, accurate land registration, and consistent judicial interpretation in strengthening legal certainty and equitable protection for purchasers.

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INTRODUCTION

Land ownership and the transfer of land rights are fundamental aspects of legal certainty and property protection within the Indonesian agrarian legal system. One recognized mechanism for transferring property rights is a gift (*hibah*), defined as a voluntary and gratuitous transfer of ownership from a donor to a recipient during the donor's lifetime (Kurniawan & Tanawijaya, 2023). Under Articles 1666–1693 of the Indonesian Civil Code, gifts are subject to substantive and formal legal requirements intended to safeguard the interests of the parties and prevent subsequent ownership disputes (Choliek, 2024). Nevertheless, the practice of transferring land through privately executed gift documents, commonly referred to as *underhand gift deeds*, continues to create legal uncertainty, particularly when the transferred property subsequently becomes the object of a sale and purchase transaction (Ayudiatri & Cahyono, 2022; Fahlepy et al., 2021). Marshel (2025) further emphasizes that improperly executed gift deeds may undermine evidentiary reliability and generate disputes over land ownership, demonstrating the importance of authentic legal documentation in maintaining certainty over property rights.

Indonesian land law establishes a regulatory framework for land transactions through Law No. 5 of 1960 concerning Basic Agrarian Principles and Government Regulation No. 24 of 1997 concerning Land Registration. Article 19 of the Basic Agrarian Law emphasizes land registration as an instrument

of legal certainty, while Article 37(1) of Government Regulation No. 24 of 1997 generally requires transfers of registered land rights through sale, exchange, or gift to be supported by deeds executed by authorized Land Deed Officials (*Pejabat Pembuat Akta Tanah*, PPAT) (Harsono, 2008; Santoso, 2010). However, the coexistence of private agreements, incomplete ownership histories, and formal registration procedures creates challenges in determining whether substantive transactions satisfy the requirements for legally recognized transfers (Sekotibo, 2021; Supriyadi et al., 2023). Recent studies indicate that informal land transactions may create discrepancies between contractual obligations and registered ownership, particularly when the required authentic deeds have not been properly executed (Sidik & Apriana, 2026). Similarly, Lestari et al. (2026) identify continuing tensions between formal registration requirements and substantive justice, suggesting that procedural compliance does not always resolve the legal vulnerability experienced by purchasers who have fulfilled their contractual obligations.

The protection of good-faith purchasers constitutes another essential principle in Indonesian property law, particularly when transactions involve defects in the seller's ownership history or supporting documents. Article 1338(3) of the Indonesian Civil Code recognizes good faith in contractual performance, while Supreme Court Circular Letter No. 4 of 2016 establishes criteria for identifying good-faith purchasers, including compliance with lawful transaction procedures and reasonable verification of the legal and physical status of the land (Supreme Court of the Republic of Indonesia, 2016). Furthermore, Article 32 of Government Regulation No. 24 of 1997 recognizes land certificates as strong evidence of ownership, although their evidentiary value remains open to judicial challenge under legally established circumstances (Sekotibo, 2021; Supriyadi et al., 2023). Yuniasih et al. (2024) demonstrate that certificate cancellation disputes can expose purchasers to substantial legal and financial losses, whereas Lamasigi et al. (2025) emphasize the need for clearer normative standards governing good-faith protection in land transactions. These concerns are reinforced by Susetyo et al. (2025), who identify the risk of legal defects arising from improper actions by land deed officials, indicating that possession of formally issued documents does not necessarily eliminate uncertainty concerning the purchaser's rights.

A significant illustration of these legal complexities can be observed in Jombang District Court Decision No. 52/Pdt.G/2021/PN.Jbg, subsequently examined in High Court Decision No. 165/Pdt.G/2022/PT.SBY and Supreme Court Decision No. 2923 K/PDT/2022. The dispute concerned land previously owned by Madi'in, a portion of which had been privately donated for public road access but was subsequently included in a land sale transaction without excluding the donated area from the transferred property. Although the purchasers obtained a Freehold Title Certificate (*Sertifikat Hak Milik*, SHM) and claimed to have been unaware of the previous gift, the judicial decisions recognized the disputed portion as a public road and invalidated the legal effect of the relevant sale and purchase deed concerning the disputed land. This situation illustrates the potential conflict between the legal consequences of an informal gift, the evidentiary status of registered ownership, and the protection afforded to purchasers acting in good faith (Lamasigi et al., 2025; Yuniasih et al., 2024). Moreover, Ukur et al. (2026) highlight the continuing vulnerability of good-faith purchasers in disputes involving land acquired through registered transactions, reinforcing the importance of examining how judicial interpretations balance ownership rights, procedural validity, and equitable legal remedies.

Although previous studies have examined the evidentiary validity of land gift deeds (Ayudiatri & Cahyono, 2022; Marshel, 2025), the legal consequences of informal land transfers (Fahlepy et al., 2021; Sidik & Apriana, 2026), and the protection of good-faith purchasers in certificate-related disputes (Lamasigi et al., 2025; Yuniasih et al., 2024), limited attention has been devoted to transactions in which only a specific portion of registered land was previously transferred through a private gift deed for public facilities. This distinction creates a particular legal problem because the dispute concerns not only the validity of the underlying gift but also the boundaries of the transferred property, the purchaser's duty of verification, and the consequences of an inaccurately documented sale. Accordingly, this study addresses this gap by integrating the principles of formal legality, good faith, *nemo plus iuris*, and legal certainty within the framework of Indonesian land registration law. Specifically, the study aims to analyze the legal validity of land sale and purchase transactions involving property partially derived from private gift deeds under Government Regulation No. 24 of 1997 and to examine the legal protection available to good-faith purchasers holding registered ownership certificates. By employing normative juridical analysis supported by statutory, conceptual, and judicial case approaches, this

research seeks to clarify the conditions under which purchasers may retain legal protection and the remedies available when defects in the underlying transfer of land rights are judicially established.

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 Land Sale and Purchase Transactions Involving a Portion of Land Transferred Through Private Gift Deeds

The findings of this normative juridical analysis indicate that the legal validity of land sale and purchase transactions involving privately executed gift deeds depends on the relationship between substantive ownership rights, formal requirements for transferring land rights, and the accuracy of land registration records. Under Indonesian civil law, a gift constitutes a voluntary transfer of property without compensation, as recognized in Article 1666 of the Indonesian Civil Code. However, when the object of the gift is land, the transaction must also comply with the specific legal requirements governing the transfer and registration of land rights. Article 37(1) of Government Regulation No. 24 of 1997 generally requires transfers of registered land rights through sale, exchange, or gift to be supported by a deed executed by an authorized Land Deed Official (*Pejabat Pembuat Akta Tanah*, PPAT). Consequently, a privately executed gift letter cannot ordinarily serve as an adequate substitute for the required PPAT deed in the registration of a land-right transfer. This finding is consistent with Ayudiatri & Cahyono (2022), who emphasize the significance of legally recognized gift instruments, and Marshel (2025), who identifies authentic documentation as an important safeguard against disputes concerning land ownership.

The analysis further demonstrates that legal validity must be distinguished from administrative registrability. A privately executed document may provide evidence that an agreement or declaration concerning a gift occurred between the parties, but its evidentiary significance does not necessarily establish that the corresponding land rights have been legally and administratively transferred. This distinction is particularly important because the validity of the underlying civil transaction and the requirements for registering a change of ownership involve different legal considerations. Sidik and Apriana (2026) explain that privately executed land transactions may possess substantive relevance while remaining insufficient for administrative changes in land registration. Similarly, Manalu et al.

(2026) distinguish contractual validity from the formal requirements necessary to register a transfer of land rights. Accordingly, the absence of an authentic PPAT deed must be evaluated alongside the nature of the transaction, the seller's actual ownership rights, the existence of supporting evidence, and any applicable judicial determination.

The legal implications become more complicated when only a portion of a registered land parcel has been donated through a private gift letter. In such circumstances, the disputed portion may remain administratively included within the original certificate even though the parties previously intended to designate it for another purpose. This discrepancy creates a potential conflict between historical transactions, physical land use, and the legal information recorded in the land registry. The issue is not limited to whether the gift was properly documented, because it also concerns whether the seller subsequently possessed the authority to transfer the entire land parcel to another purchaser. The principle of *nemo plus iuris ad alium transferre potest quam ipse haberet* establishes that a person cannot transfer rights exceeding those legally possessed. Therefore, when part of the land has already become subject to a legally effective transfer or another enforceable right, the seller's authority over that portion must be examined separately from ownership of the remaining parcel (Fahlepy et al., 2021; Sekotibo, 2021).

A related finding concerns the legal significance of land subdivision and separation procedures. Articles 48 and 49 of Government Regulation No. 24 of 1997 provide mechanisms for dividing or separating registered land parcels, thereby enabling the physical and juridical characteristics of each portion to be properly recorded. Where a portion of land is intended for a public road, the relevant transfer and land-registration procedures should ensure that the road area is distinguished from the land retained by the original owner. The absence of appropriate subdivision, separation, or boundary adjustment may cause discrepancies between the physical use of the property and the information contained in the land certificate. Dewi et al. (2023) emphasize that legally recognized land-parcel procedures are important for maintaining administrative consistency and avoiding disputes involving partial land transfers. Thus, the present analysis identifies the accurate delineation of the transferred property as an essential component of legal certainty in transactions involving previously donated land.

Table 1 Legal Requirements and Implications of Land Transfers Involving Private Gift Deeds

Legal aspect	Legal basis	Analytical finding
Validity of gifts	Articles 1666 and 1682, Civil Code	Gifts are governed by substantive and formal requirements, including rules on authentic deeds.
Land-right transfers	Article 37(1), GR No. 24/1997	Transfers through sale or gift generally require a PPAT deed for registration.
Private gift letters	Civil Code and land-registration rules	May have evidentiary relevance but are ordinarily insufficient for registering a gift transfer.
Subdivision of land	Articles 48–49, GR No. 24/1997	Division or separation procedures help establish accurate parcel boundaries and ownership records.
Seller's authority	*Nemo plus iuris* principle	The seller cannot convey rights exceeding those legally possessed.
Certificate validity	Article 32(1), GR No. 24/1997	Certificates provide strong evidence but are not absolutely immune from legal challenge.

The examination of Jombang District Court Decision No. 52/Pdt.G/2021/PN.Jbg, together with High Court Decision No. 165/Pdt.G/2022/PT.SBY and Supreme Court Decision No. 2923 K/PDT/2022, provides a concrete illustration of the legal consequences arising from partial land transfers supported by private gift documents. According to the case chronology presented in the research manuscript, the disputed property originated from agricultural land registered under Freehold Title Certificate (*Sertifikat Hak Milik*, SHM) No. 14, initially associated with Afandi and subsequently transferred through a transaction involving Madi'in. The land was recorded in Village Book C No. 1149, Parcel No. 124, with an approximate area of 11,360 square meters. Around 2000, Madi'in agreed to allocate a portion of the property for public road access in Bulurejo Village, Jombang Regency. The intended public road was documented through a privately executed gift instrument, but the relevant portion was not excluded from the original land certificate before the subsequent sale.

Following Madi'in's death, the disputed property was sold through arrangements involving his heirs, while the registered ownership history still referred to Afandi. The transfer documentation subsequently processed by the PPAT did not exclude the area previously designated for the public road. The purchasers maintained that they had obtained the property through the prescribed transaction procedures and were unaware of the earlier private gift arrangement. Nevertheless, the judicial outcome described in the manuscript recognized the disputed portion as a public road and determined that the relevant sale and purchase documentation did not have binding legal effect in relation to the disputed property. This illustrates how inaccuracies in the historical documentation and boundaries of a land parcel can create substantial consequences for purchasers despite the existence of a formally issued ownership certificate.

The case highlights the distinction between the existence of an administrative record and the legal legitimacy of the rights recorded therein. A registered certificate establishes an important evidentiary presumption, but the certificate does not necessarily resolve every dispute concerning the underlying legal basis of ownership. When the description of the transferred land includes an area previously designated for another legally recognized purpose, the inconsistency must be examined through both documentary evidence and the applicable legal framework. The analysis therefore suggests that the legal position of a purchaser cannot be determined exclusively by reference to the certificate or the sale and purchase deed. Instead, the purchaser's protection must be assessed in relation to the complete ownership history, the validity of the prior gift, and the factual circumstances surrounding the transaction. This interpretation is consistent with Sekotibo (2021), who emphasize that land-registration evidence must be evaluated within the broader framework of legal certainty and the protection of legitimate ownership rights.

Table 2 Summary of the Jombang Land Ownership Dispute

Component	Information from the research manuscript
Original registered owner	Afandi
Subsequent landowner	Madi'in
Original land area	Approximately 11,360 m²
Land certificate	SHM No. 14
Village land record	Book C No. 1149, Parcel No. 124
Land previously donated	Area designated for a public road
Road dimensions	4 m × 48 m
Calculated road area	192 m²
Gift documentation	Privately executed gift letter
Legal issue	Public-road area remained included in the later sale documentation
District Court	No. 52/Pdt.G/2021/PN.Jbg
High Court	No. 165/Pdt.G/2022/PT.SBY
Supreme Court	No. 2923 K/PDT/2022
Central consequence	Disputed road area recognized as a public road; legal effect of the sale documentation was challenged and invalidated as described in the manuscript

The case also demonstrates the importance of distinguishing the portion of land affected by the prior gift from the remaining property. Where the disputed area can be legally and physically identified, an assessment of the transaction should consider whether the legal defect concerns the entire agreement or only the specific portion subject to conflicting ownership claims. Such an assessment is important for determining the proportional legal consequences of an invalid transfer and avoiding unnecessary interference with rights that are not independently disputed. However, the possibility of maintaining the validity of the remaining transaction depends on the applicable legal requirements and the findings of the competent court. Accordingly, partial invalidity should not be presumed solely because the disputed land occupies a relatively small proportion of the original parcel. The legal status of each portion must be established through a careful examination of the transaction documents, ownership history, and judicial determination.

Legal Protection and Certainty for Good-Faith Purchasers Holding Land Ownership Certificates

The second major finding concerns the scope of legal protection available to purchasers who acquire registered land without knowledge of defects in its previous ownership history. Under Indonesian property law, the principle of good faith operates as an important consideration in balancing

the interests of purchasers, original rights holders, and other parties affected by land transactions. Article 1338(3) of the Indonesian Civil Code provides that agreements must be performed in good faith, while Supreme Court Circular Letter No. 4 of 2016 establishes more specific criteria concerning good-faith purchasers in land sale and purchase disputes. The protection afforded to such purchasers is therefore not determined exclusively by their subjective belief that the transaction was lawful. Rather, good faith must be assessed through objective circumstances, including compliance with applicable procedures, reasonable verification of ownership, and the absence of information indicating defects or competing claims. Lamasigi et al. (2025) emphasize that clearer standards are necessary to improve the consistency of good-faith protection in Indonesian land transactions, while Lestari et al. (2026) highlight the continuing difficulties faced by purchasers involved in informally documented property transfers.

An important element of the legal framework is the evidentiary status of land ownership certificates. Article 32(1) of Government Regulation No. 24 of 1997 establishes that a land certificate constitutes strong evidence concerning the physical and juridical information recorded in the land register, provided that such information corresponds with the relevant survey documents and land records. Nevertheless, the Indonesian land-registration framework does not treat certificates as absolutely conclusive evidence in every circumstance. A certificate may be challenged where another party can establish sufficient legal grounds concerning defects in the underlying rights or registration process. This creates a distinction between documentary certainty and substantive legal certainty, because the existence of an ownership certificate does not necessarily eliminate competing claims arising from earlier legal transactions. Sitorus et al. (2026) identifies this evidentiary characteristic as an important consideration in land ownership disputes, while Supriyadi et al. (2023) discuss the difficulties that may arise when previously registered transfers are subsequently challenged or cancelled.

Article 32(2) of Government Regulation No. 24 of 1997 provides an additional mechanism intended to strengthen legal certainty for registered rights holders. The provision establishes conditions under which competing claims may be restricted when a certificate has been lawfully issued to a person or legal entity that acquired the land in good faith and possesses it, provided that the relevant objection or lawsuit was not brought within the prescribed five-year period. Importantly, the operation of this provision depends on the fulfillment of its statutory requirements rather than the passage of time alone. Accordingly, a purchaser cannot automatically claim immunity from ownership disputes merely because the certificate has existed for more than five years. The legality of issuance, good faith, possession, and the existence or absence of timely objections remain relevant considerations. Dharsana et al. (2023) demonstrate the significance of these requirements in disputes involving the cancellation of land-right transfers and the judicial interpretation of registration provisions.

1. Objective Assessment of Good Faith and the Duty of Due Diligence

The analysis identifies due diligence as a central element in determining whether purchasers qualify for legal protection. Supreme Court Circular Letter No. 4 of 2016 emphasizes lawful acquisition procedures and reasonable investigation of the legal and physical status of the property before completing a transaction. This includes examining the ownership certificate, confirming the seller's legal authority, and investigating whether the land is subject to disputes, encumbrances, or competing claims. Verification must also extend to the actual physical characteristics and use of the property, particularly where roads, public facilities, or other third-party interests are present. A purchaser who relies exclusively on the certificate without investigating apparent inconsistencies may encounter difficulties in establishing objective good faith. This interpretation is supported by Sudibyo (2025), who identify the need to strengthen normative standards for purchaser protection, and Noor et al. (2024), who examine the consequences of defective land transactions involving the conduct of authorized land deed officials.

The Jombang dispute provides a relevant context for examining these requirements. According to the original manuscript, the purchasers obtained the land through a transaction processed before a PPAT and claimed that they were unaware of the private gift previously executed in relation to the public road. From a subjective perspective, this absence of knowledge may support the purchasers' assertion that they entered the transaction without an intention to violate another party's rights. However, determining objective good faith requires further examination of whether reasonable verification procedures were performed and whether the public-road use could have been identified

before the transaction. The existence of a road within the purchased property may be relevant to the expected scope of physical inspection, although its legal significance depends on the actual circumstances and available evidence. Consequently, the purchasers' legal position cannot be conclusively established merely by referring to their stated lack of knowledge. A judicial assessment must consider both the documentary record and the conduct reasonably expected of purchasers under the applicable legal standards.

Table 3 Legal Indicators for Assessing Good-Faith Purchasers

Assessment indicator	Relevant consideration	Legal implication
Lawful transaction	Compliance with prescribed procedures	Supports objective good faith
Seller's authority	Verification of registered and actual ownership	Helps identify unauthorized transfers
Certificate verification	Examination of land records	Reduces risks of documentary defects
Physical inspection	Confirmation of boundaries and existing land use	May reveal public roads or competing interests
Prior ownership history	Investigation of earlier transfers or gifts	Identifies potential defects in the chain of title
Knowledge of disputes	Actual or reasonably discoverable information	May weaken claims of good faith
Payment and documentation	Evidence of transaction and consideration	Supports the purchaser's account of acquisition
Possession and registration	Compliance with Article 32(2) requirements	Relevant to protection against later claims

The findings suggest that good faith should be understood as a combination of subjective honesty and objectively reasonable conduct. Subjective honesty concerns the purchaser's actual knowledge and intentions, whereas objective good faith requires conduct consistent with legally recognized standards of prudence. This distinction is especially significant where the transaction documents appear formally complete but the underlying land ownership history contains unresolved discrepancies. In such circumstances, the existence of a registered certificate may support the purchaser's legal position without conclusively establishing that every prerequisite for protection has been fulfilled. The purchaser's conduct must therefore be assessed in light of the information reasonably available when the acquisition occurred. Such an approach would promote a more consistent balance between protecting legitimate purchasers and preserving the rights of parties whose interests were established before the disputed transaction.

2. Legal Consequences of Defective Transfers and Available Remedies

Another important finding concerns the legal consequences of a defective land transfer for purchasers who have already fulfilled their payment obligations. A defect in the seller's title may affect the purchaser's ability to maintain ownership of the disputed property, even where the purchaser has obtained formal transaction documentation. Nevertheless, the loss or cancellation of rights over the land does not necessarily eliminate the purchaser's entitlement to seek legal remedies against parties responsible for the defective transaction. Depending on the established facts and legal relationship, such remedies may include reimbursement of the purchase price, compensation for losses, or claims arising from contractual non-performance or unlawful conduct. Article 1471 of the Indonesian Civil Code is relevant to sales involving property that does not legally belong to the seller, while Articles 1243 and 1365 provide potential foundations for contractual damages and liability for unlawful acts, respectively. Yuniasih et al. (2024) examine the legal protection available to purchasers affected by certificate cancellation proceedings, demonstrating the importance of distinguishing the preservation of ownership from financial remedies.

The application of these remedies requires careful consideration of the nature and source of the legal defect. If the seller lacked authority to transfer the disputed land, the purchaser may need to pursue a claim against the seller rather than insist upon retaining ownership against the legally entitled party. However, where a defect arises from inaccurate administrative records or improper performance of official duties, the potential responsibilities of other parties must be examined according to the applicable legal framework. The involvement of a PPAT does not automatically establish liability,

because responsibility depends on the official's duties, conduct, and the causal relationship between any proven breach and the purchaser's loss. Aini et al. (2026) identify the significance of improper conduct by land deed officials in generating legal vulnerability for purchasers. Similarly, Lestari et al. (2026) highlight the limitations of legal protection mechanisms that depend heavily on litigation after a transaction has already produced financial losses.

The analysis therefore distinguishes preventive protection from remedial protection. Preventive protection is intended to reduce the likelihood of defective transactions through accurate documentation, verification of ownership, physical inspection, and compliance with land-registration requirements. Remedial protection becomes relevant after a dispute has arisen and may involve judicial determination of ownership, correction or cancellation of registration records, and compensation for legally established losses. Although the two forms of protection operate at different stages, they should be understood as complementary rather than alternative mechanisms. An effective legal system must provide both reliable procedures for preventing disputes and accessible remedies when preventive safeguards prove insufficient. In transactions involving privately executed gifts for public facilities, the importance of preventive measures is particularly evident because an earlier informal arrangement may remain undisclosed until the property is subsequently transferred to another party.

Table 4 Forms of Legal Protection and Remedies for Good-Faith Purchasers

Legal protection	Legal foundation	Application
Evidentiary protection	Article 32(1), GR No. 24/1997	Certificate constitutes strong evidence of registered rights
Protection of registered possession	Article 32(2), GR No. 24/1997	Restricts certain later claims when all statutory conditions are fulfilled
Good-faith protection	Article 1338(3), Civil Code; SEMA No. 4/2016	Requires consideration of lawful acquisition and reasonable prudence
Contractual compensation	Article 1243, Civil Code	Potential remedy for established contractual breach
Unlawful-act compensation	Article 1365, Civil Code	Potential remedy where unlawful conduct, fault, loss, and causation are established
Claims involving unauthorized sales	Article 1471, Civil Code	Relevant when the seller does not own the property sold
Administrative correction	Land-registration regulations	Correction or cancellation subject to competent procedures and legal grounds

The relationship between protection and compensation also raises broader questions concerning proportionality and fairness. Where the purchaser acted reasonably and paid the agreed price, the cancellation of an affected land right may impose substantial financial consequences on a party who did not intentionally contribute to the original defect. Nevertheless, granting unconditional protection to a purchaser could undermine the legitimate rights of another party whose interest in the disputed land preceded the sale. The legal response must therefore distinguish the determination of rightful ownership from the allocation of responsibility for the resulting losses. Recognizing a prior property right does not necessarily mean that the purchaser should bear every financial consequence without recourse. Rather, the appropriate remedy should reflect the parties' legal obligations, the causes of the defect, and the remedies available under the applicable civil law framework.

Discussion: Balancing Formal Legality, Good Faith, and Legal Certainty

The findings demonstrate that the validity of land transactions involving private gift deeds cannot be evaluated solely through the existence of a sale and purchase agreement or an ownership certificate. Indonesian land law operates through interconnected substantive and administrative requirements intended to ensure that transactions are conducted by authorized parties and properly documented. The requirement for authentic land-transfer deeds serves an important preventive function because it supports verification of the parties, their legal authority, and the property involved. Recent research by Najati & Silviana (2025) reinforces the importance of authentic documentation for evidentiary certainty in land gift transactions. Similarly, Sidik & Apriana (2026) emphasize the distinction between the substantive enforceability of informal agreements and their capacity to support registration of land rights. These findings suggest that strengthening compliance with formal requirements is essential, but

the legal consequences of non-compliance must still be examined in relation to the specific transaction and the rights affected.

The findings also reveal a tension between the principle of *nemo plus iuris* and the protection of purchasers acting in good faith. The former safeguards the principle that a seller cannot transfer ownership rights exceeding those legally possessed, whereas the latter seeks to prevent purchasers from suffering disproportionate consequences when they have acted reasonably and lawfully. In disputes involving previous gifts, these principles may lead to competing claims if the seller's registered title does not accurately reflect the earlier transaction or existing physical use of the land. Susetio & Achmad (2026) identify uncertainty in the normative protection of good-faith purchasers, while Irawan & Chandra (2026) explain how the reliance on post-transaction litigation may leave purchasers exposed to substantial legal risks. The present analysis extends these concerns to transactions involving partial land gifts for public facilities, where the dispute may be confined to a clearly identifiable portion of a larger registered parcel. Accordingly, a balanced legal approach should evaluate both the legitimacy of the prior claim and the reasonable conduct of the subsequent purchaser rather than treating either principle as automatically overriding the other.

The Jombang dispute illustrates the practical consequences of inconsistencies between historical land transactions and registered property information. The original manuscript describes a situation in which land previously allocated for public road access remained included in a subsequent sale and purchase deed, creating conflicting expectations concerning the ownership and use of the affected area. This discrepancy demonstrates why documentary verification must be accompanied by an examination of actual land boundaries and existing uses, particularly when a transaction concerns property with a complex ownership history. The purchaser's lack of actual knowledge may be relevant to the assessment of subjective good faith, but it does not by itself resolve questions concerning the authority to transfer the land or the legal effect of the earlier gift. Supriyadi et al. (2023) demonstrate the importance of registration-related requirements in disputes over cancelled transfers, while Susetyo et al. (2025) emphasize the risks associated with defective transaction procedures. Consequently, the present research highlights the need for stronger coordination between sellers, purchasers, PPAT officials, village authorities, and land administration institutions to ensure consistency between documentary ownership and physical conditions.

The analysis further suggests that the effectiveness of land registration should be evaluated not only by the issuance of certificates but also by the reliability of the legal and physical information supporting them. Government Regulation No. 24 of 1997 establishes mechanisms for strengthening legal certainty, including evidentiary protection and requirements governing the transfer and registration of rights. Nevertheless, the continued existence of private documents, unresolved historical transfers, and inaccuracies in parcel boundaries creates opportunities for disputes that may not become apparent until a subsequent transaction occurs. The findings of Manalu et al. (2026) concerning the distinction between contractual validity and administrative transfer requirements support the importance of maintaining coherence between these legal processes. The research also indicates that due diligence should incorporate verification of prior gifts, identification of public facilities, and examination of any discrepancies between physical occupation and registered boundaries. Such measures would strengthen preventive legal protection while reducing reliance on judicial remedies after purchasers have already incurred substantial financial losses.

Finally, the study contributes to the discussion of legal certainty by proposing a more integrated understanding of purchaser protection in transactions involving partially donated land. Legal certainty should encompass the validity of the underlying transfer, the reliability of ownership documentation, the purchaser's reasonable conduct, and the availability of proportionate remedies when legal defects are established. A purchaser who has acted in good faith should receive protection according to the applicable legal requirements, but that protection must be reconciled with the lawful rights of other parties and the legal consequences of defective transactions. Yuniasih et al. (2024) demonstrate the importance of remedies in certificate cancellation disputes, while Lamasigi et al. (2025) call for clearer standards governing the protection of good-faith purchasers. Building on these studies, the present analysis emphasizes that disputes involving land previously donated for public facilities require particular attention to parcel identification, historical ownership verification, and the division of responsibility among the parties. An integrated legal approach combining preventive verification,

accurate registration, consistent judicial interpretation, and accessible civil remedies offers a stronger foundation for balancing property rights, good faith, and legal certainty in Indonesian land transactions.

CONCLUSION

This study concludes that land sale and purchase transactions involving property partially transferred through privately executed gift deeds present significant legal challenges concerning the validity of ownership transfers and compliance with Indonesian land registration requirements. Under Government Regulation No. 24 of 1997, particularly Article 37(1), the registration of land-right transfers generally requires an authentic deed executed by an authorized Land Deed Official (PPAT), while privately executed gift documents do not ordinarily provide sufficient legal grounds for registering such transfers. The analysis of the Jombang land ownership dispute demonstrates that inconsistencies between historical gift arrangements, registered ownership records, and actual land boundaries may undermine the legal certainty of subsequent transactions. These complications become particularly significant when land previously designated for public facilities remains included in a later sale and purchase agreement without proper legal documentation or boundary adjustments. Therefore, the validity of such transactions must be assessed through an integrated examination of substantive ownership rights, formal registration requirements, the seller's legal authority, and the evidentiary status of the underlying documents.

Furthermore, the study establishes that legal protection for good-faith purchasers holding Freehold Title Certificates (SHM) is conditional rather than absolute, as the evidentiary strength of registered ownership must be balanced against legitimate competing claims and the requirements of Article 32 of Government Regulation No. 24 of 1997. The determination of good faith requires not only the purchaser's lack of knowledge concerning previous legal defects but also reasonable due diligence in verifying ownership history, land boundaries, transaction documents, and potential third-party rights. When a defective transaction results in the loss or cancellation of ownership rights, purchasers may pursue appropriate legal remedies, including reimbursement or compensation from responsible parties, subject to the applicable legal requirements and judicial findings. Accordingly, this study recommends strengthening preventive legal protection through comprehensive ownership verification, accurate land registration, improved coordination among PPAT officials and land administration authorities, and more consistent judicial interpretation of good-faith purchaser protection. The principal contribution of this research lies in clarifying the relationship between formal legality, good faith, and legal certainty in transactions involving land partially donated through private gift deeds, thereby providing a normative foundation for more equitable and legally consistent dispute resolution.

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