

Seller Protection in Executed Indonesian Land Sale Deeds: Legal Consequences of Buyer Default

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Abstract

This study analyzes legal protection for sellers in land sale transactions that have been formalized in a Sale and Purchase Deed when the buyer commits default by failing to pay the agreed purchase price. The principal issue centers on the tension between the function of the Sale and Purchase Deed as an authentic instrument possessing full evidentiary force and as the administrative basis for the registration of the transfer of rights, and the reality of non-fulfillment of payment as the buyer's primary obligation. The research employs normative legal methodology using statutory and case approaches through the examination of land law and contract law provisions as well as judicial reasoning in relevant court decisions. Primary, secondary, and tertiary legal materials are analyzed qualitatively through systematic and teleological interpretation in order to construct coherent juridical arguments. The findings indicate that buyer default does not automatically invalidate the Sale and Purchase Deed, but it may serve as a basis for annulment or legal restoration through a final and binding court decision. The Sale and Purchase Deed retains its formal evidentiary strength; however, its legal consequences may be contested where the declaration of full payment is not supported by valid and sufficient proof of payment. This study emphasizes the necessity of integrated seller protection through preventive and repressive mechanisms, as well as a substantive interpretation of the contemporaneous payment principle to ensure that formal compliance does not conceal material injustice.

Keywords: default, legal protection, sale and purchase deed

Abstrak

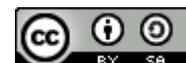
Penelitian ini menganalisis perlindungan hukum bagi penjual dalam transaksi jual beli tanah yang telah dituangkan dalam Akta Jual Beli ketika pembeli melakukan wanprestasi karena tidak melunasi harga. Permasalahan utama berpusat pada ketegangan antara fungsi Akta Jual Beli sebagai akta autentik yang berkekuatan pembuktian sempurna dan sebagai dasar administratif pendaftaran peralihan hak, dengan kenyataan tidak terpenuhinya prestasi pembayaran sebagai kewajiban pokok pembeli. Penelitian ini menggunakan metode penelitian hukum normatif dengan pendekatan perundang-undangan dan pendekatan kasus melalui penelaahan ketentuan hukum pertanahan dan hukum perikatan serta analisis pertimbangan hakim dalam putusan yang relevan. Bahan

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hukum primer, sekunder, dan tersier dianalisis secara kualitatif dengan penafsiran sistematis dan teleologis untuk membangun argumentasi yuridis yang koheren. Hasil penelitian menunjukkan bahwa wanprestasi pembeli tidak serta-merta membatalkan Akta Jual Beli, tetapi dapat menjadi dasar pembatalan atau pemulihan melalui putusan pengadilan yang berkekuatan hukum tetap. Akta Jual Beli tetap memiliki kekuatan pembuktian formal, namun akibat hukumnya dapat dipersoalkan apabila pernyataan pelunasan tidak didukung oleh bukti pembayaran yang sah dan memadai. Penelitian ini menegaskan perlunya perlindungan penjual yang terintegrasi melalui instrumen preventif dan represif serta penafsiran substantif atas asas tunai agar formalitas akta tidak menutupi ketidakadilan material.

Kata kunci: akta jual beli, perlindungan hukum, wanprestasi

1. INTRODUCTION

Land constitutes a strategic resource that supports the social, economic, and legal dimensions of Indonesian society. The State positions land as a central instrument for achieving public welfare and national development objectives. Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia affirms that land, water, and natural resources are controlled by the State for the greatest prosperity of the people. This constitutional mandate forms the normative foundation of Indonesia's national land law system. Legal certainty over land rights is essential for orderly land administration and sustainable economic growth. Equitable access to land is also closely related to the protection of civil and proprietary rights.¹ Effective legal protection therefore requires a coherent regulatory framework and consistent enforcement.

Law Number 5 of 1960 concerning Basic Agrarian Principles establishes the structural foundation of national land law. The statute regulates land control, ownership, use, and utilization in a comprehensive manner. The social function doctrine embedded in the law requires that land rights be exercised in consideration of broader societal interests. Legal certainty is further strengthened through land registration as an administrative mechanism that records juridical and physical data. Transfers of land rights

¹ Nendang Yusup, Yuliana Setiadi, and Refki Ridwan, "Perlindungan Hukum Terhadap Penjual Atas Wanprestasi Dalam Transaksi Jual Beli Tanah Oleh Pembeli Dan Akibat Hukumnya," *Aliansi: Jurnal Hukum, Pendidikan Dan Sosial Humaniora* 2, no. 2 (March 6, 2025): 147–55, <https://doi.org/10.62383/aliansi.v2i2.834>.

through legal acts must satisfy both formal and substantive requirements. Formal requirements ensure that transactions are conducted before authorized officials in accordance with procedural rules.² Substantive requirements ensure that the agreement and the object of the contract comply with statutory provisions.

The sale and purchase of land represents the most prevalent form of land rights transfer in Indonesia. The Land Deed Official (*Pejabat Pembuat Akta Tanah/PPAT*) plays a decisive role in formalizing such transactions through the execution of an authentic deed. A Sale and Purchase Deed (*Akta Jual Beli/AJB*) executed by a PPAT carries strong evidentiary value under civil procedural law. The preparation of the deed requires verification of the parties' identities, legal capacity, and the clarity of the land object. Accurate examination of juridical and physical land data is crucial in minimizing potential disputes.³ Registration of the transfer of rights at the land office depends upon the completeness and accuracy of the documentation prepared. Professional diligence on the part of the PPAT and good faith performance by the parties are therefore essential to ensuring legal certainty.

The principles of publicity and cash payment constitute fundamental doctrines governing land sale transactions. The publicity principle requires that the transfer of rights be conducted openly before an authorized official. The cash principle requires full payment of the purchase price at the moment the transfer is executed. These principles aim to prevent disputes concerning performance and to ensure balance between the parties. Commercial practice, however, frequently accommodates installment-based payment arrangements. Deferred payment clauses are often incorporated into agreements stating that the remaining balance will be settled subsequently. Execution of an AJB despite incomplete payment creates substantial legal risks for the seller.⁴ The risks

² M. P. Ramadhani, "Tanggung Jawab Hukum Notaris/PPAT Dalam Pembuatan Akta Jual Beli Yang Dipersengketakan: Analisis Putusan Nomor 26/Pdt.G/2024/Pn Gto. J.," *JURNAL PENELITIAN SERAMBI HUKUM* 19, no. 1 (2025): 303–311, <https://doi.org/https://doi.org/10.59582/sh.v19i01.1436>.

³ Muhammad Abimuk Primanto, "Tanggung Jawab Pejabat Pembuat Akta Tanah (PPAT) Terhadap Akta Jual Beli Hak Atas Tanah Dengan Pengampuan Yang Cacat Hukum (Studi Putusan Mahkamah Agung Nomor 915 K/Pdt/2021)," *Indonesian Notary* 6, no. 3 (September 30, 2024), <https://doi.org/10.21143/notary.vol6.no3.139>.

⁴ Aminuddin Aminuddin, Arliyanda Arliyanda, and Irwansyah Irwansyah, "Perjanjian Pengikatan Jual Beli (PPJB) Sebagai Dasar Peralihan Hak Atas Tanah Dalam Perspektif Perdata Dan Adminstrasi

increase when the buyer proceeds with administrative registration or exercises control over the land before full settlement.

Buyer default following the execution of an AJB generates complex legal issues concerning the deed's status and its consequences. The seller may face prejudice because the executed deed can serve as the basis for registering the transfer of rights. A buyer who has not fully performed may nonetheless appear to have satisfied the principal obligation. Legal disputes may arise regarding whether the deed remains valid, is voidable, or may be annulled due to non-compliance with the cash principle.⁵ Questions regarding evidentiary strength also emerge when the deed declares full payment while factual payment remains incomplete. Preventive legal protection is therefore necessary to safeguard sellers prior to deed execution. Repressive legal remedies, including litigation, annulment claims, and compensation demands, also become relevant once default occurs.

Judicial practice demonstrates that disputes of this nature are recurrent and doctrinally contested. Decision Number 267/Pdt.G/2022/PN.Plg of the Palembang District Court reflects divergent interpretations concerning the legal consequences of buyer default in transactions documented in an authentic deed. Decision Number 73/Pdt.G/2013/PN.Btl of the Bantul District Court illustrates conflicts related to performance, cancellation, and claims for damages. Decision Number 127/Pdt.G/2018/PN.Tjk of the Tanjung Karang District Court similarly reveals tension between the formal evidentiary strength of the deed and the factual reality of unpaid consideration. These decisions demonstrate that the existence of an authentic deed does not automatically guarantee substantive justice. Legal certainty for sellers may be compromised when formal compliance does not align with actual performance. A systematic juridical analysis is therefore required to clarify doctrinal inconsistencies and strengthen seller protection.

Pertanahan,” *Indonesian Journal of Intellectual Publication* 5, no. 2 (March 5, 2025): 138–45, <https://doi.org/10.51577/ijpublication.v5i2.662>.

⁵ Kristi Warista Simanjuntak, “Rekonstruksi Pemaknaan Atas Pasal 7 UUD 1945 Tentang Masa Jabatan Presiden Dan Wakil Presiden,” *JUSTISI* 11, no. 3 (June 25, 2025): 732–46, <https://doi.org/10.33506/js.v11i3.4186>.

Recent academic scholarship reflects increasing attention to buyer default in land sale transactions and the need for enhanced seller protection. Sihotang⁶ in 2023 examined the cancellation of land sale agreements by sellers due to buyer default and analyzed the procedural mechanisms and legal consequences of such cancellation. Taufik Abdulah⁷ in 2024 emphasized the importance of contractual safeguards in mitigating risks arising from non-performance. Santoso Budi Nursal Umar et al⁸ in 2025 analyzed the juridical implications of default on the evidentiary strength of the Sale and Purchase Deed and examined the legal remedies available to sellers under Indonesian civil law. Despite these contributions, none of the existing studies specifically focuses on situations in which an AJB has been executed while payment remains incomplete and the buyer subsequently defaults. This doctrinal gap leaves unresolved questions regarding the deed's legal standing and the scope of post-execution protection available to sellers. The present study addresses this gap by offering a focused analysis of seller protection in executed AJB transactions affected by incomplete payment.

This research aims to analyze the legal consequences of buyer default in land sale transactions formalized in an AJB despite incomplete payment. The study further examines the validity and evidentiary strength of the executed deed within the framework of Indonesian civil and land law. It identifies preventive legal protection mechanisms that may be implemented prior to deed execution. It also formulates repressive legal remedies available to sellers following default. The research evaluates the practical application of the publicity and cash principles in installment-based transactions. Normative and practical recommendations are proposed for PPATs and contracting parties to minimize dispute risks. The findings are expected to contribute to strengthening legal certainty and ensuring balanced protection for sellers within Indonesia's national land law system.

⁶ Amri Panahatan Sihotang et al., "Pembatalan Perjanjian Jual Beli Tanah Oleh Penjual Karena Pembeli Wanprestasi," *JURNAL USM LAW REVIEW* 6, no. 3 (December 8, 2023): 1210–22, <https://doi.org/10.26623/julr.v6i3.7502>.

⁷ Taufik Abdulah, "Legal Protection for Buyers in Land Sale and Purchase Agreements Underhand Where the Seller Commits Default During the Certificate Transfer Process," *Tabellius Journal of Law* 2, no. 2 (2024): 263–72, <https://jurnal.unissula.ac.id/index.php/tabelius/article/view/41570>.

⁸ Santoso Budi Nursal Umar and Doris Rahmat, "Legal Consequences of Cancellation of the Land Sale and Purchase Agreement by the Seller Consequences of Buyer Defaulting," *Indonesian Journal of Law and Justice* 2, no. 2 (December 24, 2024), <https://doi.org/10.47134/ijlj.v2i2.3438>.

2. RESEARCH METHODS

This study employs normative legal research (doctrinal legal research), which conceptualizes law as a system of norms governing legal relationships and providing structured solutions to legal disputes through statutory regulations, legal doctrines, and judicial decisions.⁹ Normative legal research focuses on identifying legal principles, normative structures, and coherent juridical arguments in order to address specific legal issues systematically. This framework is applied to examine seller protection in executed land Sale and Purchase Deeds where the buyer subsequently defaults by failing to complete payment. The study adopts a statutory approach to analyze legal provisions governing the principles of publicity and cash payment, the legal status of the AJB as an authentic deed executed by a Land Deed Official (PPAT), and the legal consequences of default and contract cancellation under civil law. A case approach is also utilized to evaluate the consistency and judicial reasoning applied in court decisions involving buyer default in executed land sale transactions. The analyzed cases include Decision Number 267/Pdt.G/2022/PN.Plg of the Palembang District Court, Decision Number 73/Pdt.G/2013/PN.Btl of the Bantul District Court, and Decision Number 127/Pdt.G/2018/PN.Tjk of the Tanjung Karang District Court. The analysis aims to determine the legal consequences affecting the executed AJB and to formulate both preventive and repressive legal protection mechanisms available to sellers at the post-execution stage.

The research sources consist of primary, secondary, and tertiary legal materials systematically organized to address the issue of seller protection in partially paid executed AJB transactions. Primary legal materials include statutory regulations in the field of agrarian and land law, civil law provisions governing default, and relevant judicial decisions serving as authoritative references. Secondary legal materials include textbooks, scholarly journal articles, and prior research discussing the cash principle, the evidentiary strength of authentic deeds, contract annulment, and remedies for injured parties in land transactions. Tertiary legal materials include legal dictionaries,

⁹ I Wayan Rideng, *Metode Penelitian Hukum Normatif*, Kertha Widya, vol. 1 (Jakarta: Rieneka Cipta, 2013).

encyclopedias, and supporting sources that clarify key legal concepts and terminology. Legal materials are collected through comprehensive library research involving identification, classification, and critical examination of sources directly related to the research theme.¹⁰ The materials are systematically categorized into thematic issues, including the legal standing and administrative implications of the AJB, forms of buyer default, and available legal remedies for sellers through litigation, annulment, and compensation claims. Qualitative analysis is conducted using grammatical, systematic, and teleological interpretation methods, combined with legal construction, to develop coherent and logically structured juridical arguments. The findings are intended to generate normative and practical recommendations for PPATs and contracting parties to ensure that land sale transactions remain consistent with the principles of publicity and cash payment while safeguarding legal certainty for sellers.

3. RESULTS AND DISCUSSION

3.1. Juridical Implications of Buyer Default on the Validity and Evidentiary Strength of the Sale and Purchase Deed

The Sale and Purchase Deed constitutes an authentic instrument executed by a Land Deed Official and functions as formal evidence of a transfer of land rights. Its authentic character confers full evidentiary value with respect to statements made and signed before the competent official, unless rebutted through legally admissible proof. The evidentiary force of the deed is primarily attached to its formal dimension, namely the verified appearance of the parties, their declared intent, and the proper execution of the instrument. The deed also performs an administrative role because it serves as the principal basis for registration of the transfer at the land office. This dual function situates the deed at the intersection of private autonomy and public land administration.¹¹ Such positioning requires heightened caution where essential contractual obligations, particularly payment

¹⁰ Terry Hutchinson, "The Doctrinal Method: Incorporating Interdisciplinary Methods in Reforming the Law," ed. Sanne Taekema, *Erasmus Law Review* 8, no. 3 (December 2015): 130–38, <https://doi.org/10.5553/ELR.000055>.

¹¹ Stella Defany Muslim and Fransiscus Xavierius Arsin, "Penerapan Asas Terang Dan Tunai Dalam Jual Beli Hak Atas Tanah Yang Hendak Dibatalkan Sepihak," *Jurnal Supremasi*, September 13, 2023, 60–69, <https://doi.org/10.35457/supremasi.v13i2.2193>.

of the purchase price, remain outstanding. Disputes commonly emerge when the deed has been executed while payment has not been fully completed.

Transactional practice frequently shows that deeds are executed even though full payment has not yet occurred, notwithstanding the doctrinal prominence of publicity and cash-payment requirements in land conveyancing. The publicity requirement demands that the transfer be carried out openly before an authorized official to ensure transparency and legal accountability. The cash-payment requirement expects the purchase price to be fully discharged at the moment the transfer is executed so that performance coincides with conveyance. Commercial considerations often encourage installment arrangements, especially where financing constraints or negotiated timelines influence the parties' performance. Deferred payment obligations are commonly documented through ancillary agreements, receipts, or private undertakings separate from the deed.¹² Discrepancies between a declaration of full payment in the deed and the factual payment status generate significant evidentiary and normative tension. The risk escalates where the buyer relies on the deed to initiate title registration or to assert control over the land before completing payment.

Buyer default is legally characterized as a failure to perform the agreed obligation, including non-payment, partial payment, late payment, or payment inconsistent with the stipulated terms. Civil law consequences of default generally entitle the seller to pursue remedies that include specific performance, termination, and compensation for losses. These remedies may be pleaded alternatively or cumulatively, depending on the structure of the claims and the evidentiary strategy adopted. A claim for specific performance aims to compel completion of the outstanding payment, potentially accompanied by contractual penalties or interest where such terms exist.¹³ A claim for termination seeks to end the contractual relationship and restore the parties to their pre-contractual position

¹² Nia Kurniati and Jordan Mordekhai, "Strengthening Land Registration System Through Implementation of Domain Approach In Manifesting Legal Certainty and Community Justice," *Sosiohumaniora* 23, no. 3 (November 1, 2021): 330, <https://doi.org/10.24198/sosiohumaniora.v23i3.32579>.

¹³ Sonya Putri Oktavia M Sarno, Budi Santoso, and Adya Paramita Prasetyo, "Peran PPAT Dalam Melakukan Perlindungan Hukum Bagi Para Pihak Pada Peralihan Hak Atas Tanah Melalui Jual Beli," *Notarius* 14, no. 2 (December 31, 2021): 757–68, <https://doi.org/10.14710/nts.v14i2.43802>.

to the extent legally feasible. A claim for damages aims to compensate actual losses, lost profits, and expenses attributable to the buyer's non-performance. Each remedial pathway requires a coherent demonstration of breach, causation, and the legally recognized measure of loss.

Doctrinal analysis requires a clear distinction between the formal validity of the deed as an authentic instrument and the substantive fulfillment of the parties' reciprocal obligations. Formal validity may remain intact where the deed is executed by a competent official and all procedural requirements are satisfied. Formal validity, however, does not immunize the deed's effects from challenge where substantive defects arise, particularly regarding non-fulfillment of payment as the essential consideration of the sale.¹⁴ Litigation therefore tends to focus on whether payment was actually made, whether payment was due at the time of execution, and whether the parties intended the conveyance to occur prior to full settlement. Evidentiary disputes become acute where the deed records full payment while external documentation indicates outstanding amounts. Courts typically assess not only the textual content of the deed but also the surrounding circumstances, the consistency of documentary records, and the parties' course of conduct. Judicial conclusions on these matters determine whether the deed is maintained, its effects are adjusted, or the transfer is annulled through a final and binding judgment.¹⁵

Legal consequences of buyer default do not automatically nullify the deed because termination or annulment generally requires either a valid mutual agreement or a court decision with final and binding effect. This requirement reflects the need to preserve stability in land administration, particularly where registration has occurred and third-party interests may be implicated. Judicial evaluation commonly addresses whether the breach is fundamental and defeats the primary purpose of the transaction, namely payment of the agreed price. Procedural indicators, such as the issuance of a formal notice

¹⁴ Ratih Mega Puspa Sari and Gunarto Gunarto, "Peranan PPAT Dalam Pensertifikatan Tanah Akibat Jual Beli," *Jurnal Akta* 5, no. 1 (March 5, 2018): 241, <https://doi.org/10.30659/akta.v5i1.2553>.

¹⁵ Santoso Budi Nursal Umar and Doris Rahmat, "Legal Consequences of Cancellation of the Land Sale and Purchase Agreement by the Seller Consequences of Buyer Defaulting."

of default, may be treated as relevant evidence of the buyer's negligence and the seller's diligence. Considerations of good faith may strengthen the seller's position where the buyer appears to exploit formal documentation while withholding performance. Considerations of proportionality may support orders compelling payment where performance remains realistically achievable and termination would be excessive.¹⁶ Considerations of legal certainty may support restoration to the prior legal status where continued recognition of the transfer would produce manifest injustice. These evaluative criteria shape remedial outcomes in a manner that seeks coherence between formal instruments and substantive performance.

The cash-payment requirement frequently functions as a substantive benchmark for assessing whether the transfer reflects the foundational logic of land sale transactions. Failure to satisfy this requirement at the time of execution may indicate that the transaction lacks substantive completion, notwithstanding formal compliance with deed requirements. This condition enables the seller to argue that the conveyance preceded full performance and thereby undermined contractual equilibrium and transactional fairness. The seller's position becomes stronger where evidence shows a clear promise of payment within a defined period followed by persistent inaction. The argument is further reinforced where the deed contains statements that do not correspond to the actual payment chronology. Courts may treat the disjunction between formal declarations and factual payment as a basis for correcting legal consequences through annulment or restorative orders. Protection of bona fide third parties remains a necessary limiting consideration where subsequent transfers or encumbrances have occurred. Normative balance therefore requires adjudication that accounts for both transactional integrity and reliance interests.

Administrative implications arise when the deed has been used as the basis for registration and the buyer becomes recorded as the title holder. Registration can materially disadvantage the seller by shifting the appearance of ownership and complicating efforts to restore control over the land. Court decisions that annul the deed

¹⁶ Santoso Budi Nursal Umar and Doris Rahmat.

or declare the transfer invalid generally operate as the juridical foundation for administrative correction at the land office. Litigation therefore becomes a central mechanism through which the seller may obtain effective restoration, particularly where cooperative settlement proves impossible. Provisional measures, such as conservatory attachment, may be necessary to prevent further transfers or encumbrances while proceedings are pending. Precision in the formulation of claims is essential so that judicial relief extends beyond declaratory findings and produces operational consequences for land records. Claims may include annulment of the deed, restoration of the prior legal position, and orders directing rectification of registration data.¹⁷ Effectiveness of protection ultimately depends on the enforceability and administrative implementability of the final judgment.

Overall, the legal consequences of buyer default in executed land conveyance deeds operate on two interconnected planes, namely contractual consequences and land-administrative consequences. Contractual consequences encompass demands for payment, termination, and damages, while land-administrative consequences concern registration effects and the restoration of title status. The deed retains its status as an authentic instrument with strong evidentiary force, yet its substantive effects may be contested where evidence demonstrates incomplete payment and impaired fulfillment of the transaction's essential consideration. Annulment commonly requires adjudication to ensure legal certainty and to enable administrative correction through competent land authorities. Seller protection becomes more robust where preventive safeguards are embedded from the outset, including accurate payment documentation aligned with the deed and restrictions on registration prior to full settlement. A coherent protection model should integrate good faith, proportionality, and legal certainty to avoid outcomes that privilege formalities over substantive justice. Buyer default therefore does not automatically invalidate an executed deed, but it establishes a legally cognizable basis for corrective intervention through persuasive evidence and a final judicial determination.

¹⁷ Christiaan Lemmen, Peter van Oosterom, and Rohan Bennett, "The Land Administration Domain Model," *Land Use Policy* 49 (December 2015): 535–45, <https://doi.org/10.1016/j.landusepol.2015.01.014>.

3.2. Construction of Legal Protection for Sellers in Land Sale Transactions Following the Execution of the Sale and Purchase Deed

Legal protection for sellers in land sale transactions becomes a central concern when the seller has performed the principal obligation of transferring rights while the buyer has not fully paid the agreed purchase price. Such circumstances place the seller in a vulnerable position because an executed deed may formalize the transfer despite the persistence of an outstanding core obligation. This situation may produce an asymmetry of performance and risk that contradicts the fundamental exchange logic of sale transactions. The theory of legal protection requires the assurance of legal certainty, justice, and utility for parties who suffer losses due to non-performance. Legal protection may be understood as a set of normative and institutional mechanisms designed both to prevent harm and to provide effective remedies when harm has occurred.¹⁸ Sellers therefore require instruments that mitigate risk at the transactional stage and that enable restoration of rights at the enforcement stage. The analysis in this section treats seller protection as an indicator of the effectiveness of governance in land sale transactions.

Preventive legal protection aims to avert losses through careful transaction design and verifiable performance standards. The most direct preventive instrument consists of explicit contractual clauses governing payment schedules, deadlines, and clearly specified consequences of default. Operational drafting should include termination triggers, penalty provisions, and restoration mechanisms capable of being implemented without interpretive ambiguity. Preliminary agreements with suspensive conditions may be employed so that execution of the final deed occurs only after full payment or fulfillment of predefined conditions. Documentary discipline is essential, including receipts, bank transfer confirmations, and payment statements that remain consistent across all transaction records.¹⁹ Progressive delivery of key documents may be linked to

¹⁸ Muhammad Asael and Suhadi, "Validity of Land Sale and Purchase Deed in Transactions with Unpaid Balance," *Law Research Review Quarterly* 11, no. 2 (July 26, 2025), <https://doi.org/10.15294/lrq.v11i2.27242>.

¹⁹ Nadia Luthfiyah and Nurhayati Marpaung, "Akibat Hukum Pembatalan Akta Jual Beli Tanah (Studi Kasus Putusan Mahkamah Agung Nomor 179 K/PDT/G/2013) [Legal Consequence of Land Sale and Purchase Deed's Cancellation (Case Study of Mahkamah Agung Court Decision Number 179 K/PDT/G/2013)]," *Notary Journal* 3, no. 1 (April 28, 2023): 33, <https://doi.org/10.19166/nj.v3i1.6317>.

payment milestones to prevent premature administrative leverage by the buyer. These measures reduce the probability of evidentiary disputes and strengthen the seller's position should litigation become unavoidable.

Institutional preventive protection is closely connected to the professional role of the Land Deed Official in verifying legality and ensuring procedural integrity. Due diligence requires verification of identity, legal capacity, and the legal status of the land, as well as assessment of whether substantive conditions for transfer have been satisfied. Accurate recording of payment status is crucial because statements within an authentic instrument may carry substantial evidentiary consequences. The official should discourage execution of the deed where full settlement has not occurred or where payment proof is insufficiently reliable. Alternative transactional structures may be recommended where installment schemes are unavoidable, provided that risk allocation remains balanced and legally transparent. Consistency between the deed and supporting documents must be maintained to prevent internal contradictions that undermine legal certainty.²⁰ This institutional layer demonstrates that preventive protection depends not only on private drafting but also on professional standards embedded in land conveyancing practice.

Preventive safeguards should also regulate possession and the buyer's ability to dispose of or encumber the land before payment is completed. Contractual restrictions on onward transfer and encumbrance prior to settlement reduce exposure to third-party complications and preserve the seller's remedial options. Transfer of physical possession may be conditioned upon reaching specified payment thresholds to limit the risk of uncompensated control. Written stipulations must clearly define the scope of permissible use during the interim period to prevent disputes over benefits and burdens of possession.²¹ Dispute resolution clauses, forum selection provisions, and cost-allocation terms can enhance predictability and reduce enforcement friction. Payment guarantees,

²⁰ Raymond Talinbe Abdulai and Edward Ochieng, "Land Registration and Landownership Security," *Property Management* 35, no. 1 (February 20, 2017): 24–47, <https://doi.org/10.1108/PM-09-2015-0051>.

²¹ Benito Arruñada and Nuno Garoupa, "The Choice of Titling System in Land," *The Journal of Law and Economics* 48, no. 2 (October 2005): 709–27, <https://doi.org/10.1086/430493>.

including proportionate down payments or escrow-type arrangements, strengthen assurance of performance without distorting contractual balance. Delaying administrative registration until payment is complete further prevents administrative recognition from preceding economic fulfillment.

Repressive legal protection becomes relevant when the buyer persists in non-payment despite warnings and formal notice. Judicial remedies may take the form of claims for specific performance, contract termination, and compensation for losses. Claims for specific performance may seek an order compelling payment of the outstanding balance, together with interest or contractual penalties where a valid basis exists. Termination may be pursued where the breach is fundamental and defeats the essential purpose of the transaction, thereby justifying restoration of the parties' pre-transfer position. Damages claims may cover actual financial losses, administrative costs, legal expenses, and opportunity losses attributable to the buyer's non-performance. Applications for interim measures, including conservatory attachment, may be necessary to prevent further transfer or encumbrance while proceedings remain pending.²² Repressive protection is most effective when supported by coherent documentation demonstrating incomplete payment and conduct inconsistent with good faith.

Judicial reasoning in disputes of this type commonly reflects an evaluative framework grounded in good faith, proportionality, balance of obligations, and legal certainty. Good faith is assessed through indicators such as efforts to complete payment, the credibility of explanations, and consistency of conduct throughout the transaction. Proportionality and balance are examined by comparing the seller's completed transfer-related performance against the buyer's unpaid principal obligation. Legal certainty carries particular weight because land rights implicate public registration systems and reliance interests, including potential third-party involvement. Courts may order payment as a proportionate remedy where performance remains realistically achievable within a

²² Peter van Oosterom and Christiaan Lemmen, "The Land Administration Domain Model (LADM): Motivation, Standardisation, Application and Further Development," *Land Use Policy* 49 (December 2015): 527–34, <https://doi.org/10.1016/j.landusepol.2015.09.032>.

reasonable timeframe.²³ Courts may also grant termination and restoration of the prior legal status where non-performance produces substantial injustice and undermines the legitimacy of the transfer. These judicial considerations show that protection is available, but its effectiveness depends on the precision of claims, the quality of evidence, and the operational clarity of the requested relief.

Administrative consequences are integral to repressive protection because the executed deed typically functions as the basis for registration of the transfer of rights. Effective restoration requires judicial orders formulated in operational terms so that land registration records can be corrected through the competent authority. Claims should therefore request not only a declaration of breach but also enforceable orders for rectification, cancellation, or reversal of registration entries where title has been recorded in the buyer's name. Interim measures and timely dispute notification help preserve the asset and reduce the likelihood of subsequent transfers to bona fide third parties. Absence of administrative planning may lead to declaratory success without practical recovery of the land or restoration of legal position.²⁴ Integration between private-law remedies and public-law registration mechanisms is therefore necessary to secure effective outcomes. The seller's remedial strategy must treat litigation and administrative correction as interconnected stages of a single protection pathway.

Comprehensive analysis indicates that the effectiveness of legal protection for sellers in land sale transactions involving incomplete payment depends upon the systematic integration of preventive and repressive mechanisms within a coherent normative framework. Preventive protection must be grounded in precise contractual structuring, rigorous documentation of payment, calibrated transfer of possession and documents, and institutional diligence exercised by the competent deed official. Repressive protection requires carefully constructed legal claims, operationally

²³ Elvan Agustin, Fahmi, and Irawan Harahap, "Akibat Hukum Pembatalan Akta Jual Beli Tanah Melalui Putusan Pengadilan Negeri Terhadap Kepemilikan Hak Atas Tanah," *Collegium Studiosum Journal* 8, no. 1 (June 30, 2025): 148–60, <https://doi.org/10.56301/cs.j.v8i1.1630>.

²⁴ Adisa Indira Mandigani, "Analisis Hukum Terhadap Akta Jual Beli Tanah Yang Tidak Didaftarkan Ke Badan Pertanahan Nasional," *Officium Notarium* 4, no. 2 (September 17, 2025): 202–22, <https://doi.org/10.20885/JON.vol4.iss2.art3>.

enforceable judicial orders, and interim measures designed to preserve the legal and economic value of the disputed land. Consistent application of publicity and contemporaneous payment requirements should be understood as substantive safeguards that reinforce transactional integrity rather than as mere formal compliance. Where installment-based arrangements are adopted, the legal architecture must ensure that administrative recognition of transfer does not precede adequate security for fulfillment of the purchase price. Normative coherence between private contractual obligations and public land registration systems becomes essential to prevent structural imbalance in the allocation of rights and risks. The study accordingly underscores the need for doctrinal refinement and institutional strengthening to enhance legal certainty and to secure proportionate and effective protection for sellers within the national land law system.

CONCLUSION AND SUGGESTION

This study demonstrates that buyer default in land sale transactions formalized in a Sale and Purchase Deed does not automatically invalidate the deed, but instead creates the possibility of legal correction through annulment or judicial restoration based on a final and binding court decision. The Sale and Purchase Deed, as an authentic instrument, retains full formal evidentiary force; however, such evidentiary strength may be challenged where substantive proof establishes that the principal obligation of payment has not been fulfilled. The analysis confirms that legal protection for sellers must be understood within two integrated dimensions, namely the contractual dimension related to breach of contract and the land-administrative dimension related to the registration of rights. The findings reveal that inconsistency between the formal declaration of payment in the deed and the factual reality of unpaid consideration constitutes a primary source of legal uncertainty for sellers. The novelty of this research lies in the formulation of a post-execution legal protection model that integrates preventive and repressive safeguards within the framework of publicity and contemporaneous payment principles. The study further advances a doctrinal argument that the contemporaneous payment principle must be interpreted substantively rather than treated as a mere formal declaration within the deed. The conceptual contribution of this research is reflected in the development of an

operational protection framework for sellers that is applicable both in professional conveyancing practice and in civil litigation strategy.

Land Deed Officials should enhance professional diligence by ensuring that any declaration of full payment within the deed is supported by verified and reliable proof of settlement. Parties engaging in land sale transactions should incorporate explicit payment clauses and clear termination mechanisms in order to mitigate the risk of disputes arising from default. Policymakers in the land sector should clarify regulatory provisions concerning the legal consequences of deeds executed prior to full payment to reduce normative ambiguity in practice. Future research should adopt a comparative legal approach in order to refine and expand the seller protection model within broader land law systems.

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