
Legal Standing of The Deed of Sale and Purchase Against Expired Building Rights Certificate (Case Study of Decision No. 571/Pdt.G/2021/PN.Bks jo. Decision No. 591/PDT/2022/PT.BDG)

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ABSTRACT

KEYWORDS

Building Use Rights,
Certificate, Disputed
Land

This research aims to determine, assess, and analyze the legal status of the Land Sale and Purchase Deed (AJB) compared to the Expired Building Use Rights Certificate, to investigate and analyze the role of a notary in land registration implementation and reconstruction, and to identify and analyze the latest provisions regarding land ownership rights. This research utilizes a normative juridical approach with a descriptive analytical research method. The data used in this research are the disputed land cases located in Kampung Bojong Menteng, Rawalumbu District, Bekasi City, referring to the Expired Building Use Rights Certificate based on Decision No. 571/Pdt.G/2021/PN.Bks jo Decision No. 591/PDT/2022/PT.BDG. Based on the analysis, it is discovered that Decision No. 591/PDT/2022/PT.BDG, issued on November 10, 2022, has invalidated Decision No. 571/Pdt.G/2021/PN.Bks, issued on August 8, 2022, by the Bekasi District Court. Several differences were identified, including: (1) differences regarding the disputed object; (2) differences regarding the parties involved in the dispute; and (3) differences regarding the principle of *nebis in idem*. These differences prove the existence of unlawful acts committed by PT. Bangun Tjipta Pratama as the owner of the Expired Building Use Rights Certificate, with unclear ownership rights over the land owned by Rekson Sitorus, and the unlawful act conducted by the Bekasi National Land Agency, which issued SHGB No. 7 as the rightful owner of the land in question.

INTRODUCTION

Land holds significant importance for humans, where the relationship between humans and land is inseparable. Humans are created from the land, live on it, and obtain food by utilizing its resources. Land is a natural resource wealth crucial for rural and indigenous communities, serving as a managed factor of natural production for their income. It also acts as a space for interaction between communities and land resources. Being one of the natural resources, land possesses economic value and high social, political, and security values. Therefore, land development policies must be an integral part of national development policies.

Land also functions as an integrating factor, uniting communities in specific areas. This closely ties land to community groups. Additionally, land serves as a means for groups to assert their existence when facing others, encouraging efforts to defend and hold members accountable for the land. Moreover, land fulfills communal obligations such as ceremonial events, religious activities, and other community events crucial for the continuity and integrity of the group. This relationship is particularly significant for customary law communities, where their existence is inseparable from the land, giving rise to rights to use, control, preserve, and defend it.

Legal entities, based on their form, are distinguished between public legal entities and civil legal entities. Civil legal entities are formed based on civil law, with their approval done by the government, in this case, the Minister of Law and Human Rights. Public legal entities are those formed by the government based on public law, such as laws or government regulations. If a public legal entity commits an unlawful act, it can be sued based on Article 1365 of the Civil Code.

Civil law is enforced through court decisions, resolving disputes about the implementation of obligations and rights defined by civil law. Courts decide disputes that arise when an individual or legal entity commits an unlawful act against involved parties. Court decisions establish the acceptance of obligations and rights by the parties in dispute and are legally binding. They are compulsory, meaning non-compliance can lead to court-ordered compliance (Buku & Muhammad, 2014).

Building Rights (Hak Guna Bangunan or HGB) is one of the land rights in the National Land Law (HTN) that allows people to use land without owning it for a limited period. Hak Guna Usaha (HGU) and Hak Guna Bangunan (HGB) were introduced to meet the needs of modern society, absent in rural communities.

According to Article 35(1) of Law No. 5 of 1960 regarding Basic Regulations on Agrarian Principles (UUPA), Hak Guna Bangunan (HGB) is the right to establish and own buildings on land that is not one's own, with a maximum period of 30 years. Furthermore, Article 35(2) states that, upon the request of the right holder and considering the condition of the buildings, HGB can be extended for a maximum of 20 years. Due to its time-limited nature, HGB holders have the obligation to extend or renew the land rights if the term is about to end.

According to Article 41(2) of Government Regulation No. 18 of 2021 concerning Right to Manage, Land Rights, Multi-story Housing Units, and Land Registration, the extension or renewal of HGB must be applied for no later than 2 years before the expiration. In accordance with these provisions, HGB holders must apply for an extension or renewal before it expires, ensuring certainty regarding the possession of buildings and land.

If extension or renewal is not carried out, legal issues may arise concerning the certainty of buildings and objects on the land with expired HGB. Declaring itself as a legal state, the government should provide legal certainty to its citizens and simultaneously guarantee legal protection for their rights. According to Prof. Boedi Harsono, if the government does not grant an extension for HGB, the principles of the rule of law, namely legal certainty and legal protection, are ignored.

Prof. Boedi Harsono further explains that if HGB expires and is not extended or renewed, the land returns to state control, and all buildings and plants on the land become fully owned by the initial HGB holder. Failure to address ownership issues of buildings on HGB land may lead to disputes over the lack of ownership certainty for former HGB holders (Harsono, 2007).

There are 2 (two) provisions that regulate the legal consequences of the control of buildings and land used for Building Use Rights (HGB), namely:

Article 46 of Government Regulation Number 18 of 2021

- a. expiration of the period specified in the decision granting, extending, or renewing its rights;
- b. deprived of his rights olch the Minister before his term expired because:
 1. non-fulfillment of the provisions of obligations and/or prohibitions as referred to in Article 42 and/or Article 43;
 2. non-fulfillment of the conditions or obligations contained in the agreement granting building use rights between building use rights holders and milk rights holders or Land Management Rights utilization handles;
 3. administrative defects; or

4. Court decisions that have acquired permanent legal force;
- c. alterations of rights to other land rights;
- d. voluntarily released by its rights holder before the expiration of the term;
- e. released for public interest;
- f. revoked under the law;
- g. considered as abandoned asset;
- h. considered as abolished asset;
- i. expiration of the agreement granting rights or agreements granting land utilization for building use rights above sole proprietorship rights or management rights; and/or
- j. The rights holder no longer qualifies as a subject of rights.

Article 47 of Government Regulation Number 18 of 2021 states the abolition of building use rights as referred to in Article 46 on State Land, resulting in:

- a. Land becomes the property of the state; Or
- b. In accordance with the court ruling.

State land as referred to in paragraph (1) point a, rearrangement of use, utilization, and subsequent ownership becomes the authority Minister. The abolition of the right to use the building as referred to in Article 46 on the Land of Management Rights, resulting in the land returning to the control of the holder of the Management Right. The abolition of the right to use the building as referred to in Article 46 on the right of ownership land, resulting in the land returning to the control of the property rights holder

Land Deed Official (Pejabat Pembuat Akta Tanah or PPAT) by definition according to Article 1 point 1 of Government Regulation No. 24 of 2016 concerning Amendments to Government Regulation No. 37 of 1998 concerning Regulation of the Position of Land Deed Official (PPAT), is a general official who is authorized to make authentic deeds of certain legal deeds regarding Land Rights or Property Rights over Flats. Meanwhile, the Temporary Land Deed Official (PPAT) in Article 1 number 2 states that the Temporary Land Deed Official (PPAT) is a government official appointed because of his position to carry out the duties of the Land Deed Official (PPAT) by making a deed of Land Deed Official (PPAT) in areas where there are not enough Land Deed Making Officials (PPAT). Juridically formally, Land Deed Making Officials (PPAT) have been divided into 3 (three) groups, namely:

1. PPAT as a general official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights or property rights of flats.
2. Temporary PPAT as a government official appointed because of his position to carry out the duties of PPAT by making a PPAT deed in areas where there is not enough PPAT
3. Special PPAT as an official of the National Land Agency appointed because of his position to carry out the duties of the PPAT by making certain special PPAT deeds in the context of implementing certain government programs or tasks.

The registration of land rights plays a crucial role in land transactions. The sale and purchase of land can be substantiated by a Deed Official (Pejabat Pembuat Akta Tanah or PPAT), which is an authentic deed. The sale and purchase of land constitute a legal act concerning the transfer of land rights. Therefore, with the existence of a sale and purchase deed, the parties, especially the buyer, can prove that they are the new rightful owner of the purchased land. The process of land sale and purchase is a series of activities to acquire land, and in this process, the role of the Deed Official (PPAT) is essential in the creation of the sale and purchase deed (Mertokusumo, 2009).

The Subdistrict Head, in their capacity as the Acting Deed Official (PPAT) Interim, is an official appointed by the government to create and authenticate a legal act of sale and purchase and/or transfer of rights and/or land registration by recording it in an authentic deed, namely

the sale and purchase deed, hereinafter referred to as the Akta Jual Beli (AJB). In the case of the appointed official, the Subdistrict Head, in their capacity as the Acting Deed Official (PPAT) Interim, must adhere to Government Regulation No. 24 of 2016, which regulates the Regulations of PPAT Positions.

The position of the Deed Official (PPAT) granted to an individual does not arise spontaneously but is granted to someone based on normative principles or applicable legislative regulations. Based on the above provisions, it is evident that the implementation of government affairs in the field of land is the responsibility of the National Land Agency of the Republic of Indonesia (ATR/Kantah BPN RI). However, the National Land Agency cannot independently carry out land registration; it is assisted by Deed Officials (PPAT) and other officials assigned based on applicable regulations, including the Acting Deed Official (PPAT) Interim, who is the Subdistrict Head. The law provides flexibility for the National Land Agency to seek assistance from Deed Officials (PPAT) and other officials assigned in the implementation of land affairs. This can be interpreted as a delegation process of authority by the National Land Agency, regulated in Article 7, paragraphs (1), (2), and (3) of Government Regulation No. 24 of 1997 concerning Land Registration, which state:

1. PPAT as referred to in Article 6 paragraph (2) is appointed and dismissed by the Minister.
2. For villages in remote areas, the Minister can appoint a Temporary PPAT.
3. The PPAT position regulations as referred to in paragraph 1 are regulated by separate government regulations.

The provisions of Article 7 paragraph (1) to paragraph (4) of the Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency No. 4 of 1999 concerning Provisions for the Implementation of Government Regulation No. 37 of 1998 concerning the Regulation of the Position of Land Deed Officials, regulate:

- a. Sub-district heads whose working areas are within the District/Municipality area whose PPAT formation has not been fulfilled, can be appointed as Temporary PPAT.
- b. The Decree appointing the sub-district head as a temporary PPAT as referred to in paragraph 1 is signed by the Head of the Regional Office on behalf of the Minister.
- c. For the purposes of appointment as a temporary PPAT as referred to in paragraph 1, the relevant sub-district head reports his appointment as sub-district head to the Head of the Regional Office through the Head of the local Land Office by attaching a copy or photocopy of the appointment decision.
- d. The appointment of the Village Head as a Temporary PPAT was carried out by the Minister after research was conducted on its needs based on the location of the village which is very remote and the number of land plots that have been registered in the village area.

Deed of Transfer of Land Rights Made by Land Deed Official *First of all*, regarding the transfer of land rights (especially through sale and purchase) is mentioned in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration which reads:

“Transfer of land rights and property rights to apartment units through buying and selling, exchanging, grants, income in the company and other legal acts of transfer of rights, except for the transfer of rights through auction can only be registered if proven by a deed made by the authorized PPAT according to the provisions of the applicable laws and regulations.”

The Deed of Sale and Purchase (AJB) also complies with the legal conditions of an agreement that must meet the provisions of Article 1320 of the Civil Code, which states that in order for a valid agreement to occur, 4 conditions need to be fulfilled. Of course, in a Deed of Sale and Purchase (AJB) which already contains the four conditions stated above, the principle of *pacta sunt servanda* also applies, namely the principle of legal certainty in the agreement, namely the parties to the agreement have legal certainty and therefore are legally protected, so that if there is a dispute in the implementation of the agreement, the judge with his decision can force the violating party to carry out its obligations in accordance with the agreement. Just having a Sale and Purchase Deed (AJB) alone has not fully strengthened as the owner of a land. Therefore, after having a Deed of Sale and Purchase (AJB), the landowner will usually upgrade his status to a Certificate of Ownership (SHM) or other land rights (Koloay, 2016).

The position case that will be studied is a land object located in Kampung Bojong Menteng, RT. 005, RW. 002, Bojong Menteng Village, Rawalumbu District, Bekasi City, West Java, with an area of 18,700 M², which was partially purchased by Rekson Sitorus from the Girik C. 215 Persil 10 Year 1948 Land Field (covering an area of 26,789 M²) in the name of Sebih bin Kemon from his heirs Armah bin Sebih and Barok bin Sebih then made a Sale and Purchase Deed (AJB) before the Temporary Land Deed Official (PPATS) Dr. H.M Ridhwan Indra, RA, S.H., (at that time served as sub-district head in Rawalumbu sub-district) Number 315/AD/2/Jatiasih/1994 with NOP: 32.18.011.005.017-0001.0 with the following boundaries:

- North : Fractions carried by river currents.
- East : Belongs to Endi.
- South : Belongs to Samid / Toad.
- West : Fractions carried by river currents.

Initially, the land owned by Rekson Sitorus was located in Jatirasa Village, then with the division / division of the area based on the Decree of the Mayor of BEKASI Number: 138.4 / Kep.326-Bipem / VII / 2010 concerning the Delimitation of the area between Bojongmenteng Village, Rawalumbu District and Jatirasa Village, Jatiasih District, Bekasi City and Notification of Land Administration Handover Number: 227/176/92 dated August 11, 1992 concerning the Handover of Land Boundaries from the Village Jatirasa to Bojongmenteng Village, so that the land parcel is administratively located in the Bojongmenteng Village area (Febriana, 2017).

That in 1993 on the land owned by Rekson Sitorus issued a Building Use Rights Certificate ("SHGB") No.7 / Bojong Menteng on behalf of PT. Build Tjipta Pratama, with an area of 18,400 m², as part of the *results of ruislag* (exchange roll) with the Ministry of Public Works based on the Decree of the Minister of Public Works Number 557 / KPTS / 1992 concerning Removal from the Inventory list and release of control over land of the Department of Public Works with a total area of 320,000 M² located in Bojong Menteng Village, Bojong Rawalumbu Village, Sepanjang Jaya Village and Jakasetia Village, Bekasi, West Java Province (Anggara, 2018). That the Building Use Rights Certificate ("SHGB") Number 7/Bojong menteng/1993 on behalf of PT. Bangun Tjipta Pratama has expired since 2013 and until now has never been extended. That in 1991, the heirs of Sebih bin Kemon had sent a letter dated September 8, 1991 to the Head of the Western Irrigation Division which contained;

That the heirs of Sebih Kemon as owners of land registered in Book C. No. 215 Persil 10 since 1948 covering an area of 26,789 M² and have never received Compensation or Release from the Water Party; 5. That based on a letter from the heirs dated September 8, 1991, the Head of the West Tarum I Main Network invited the Heirs with his letter No.

701/Air/031/JITB.II/1992 dated February 11, 1992 regarding Remeasurement carried out on Monday February 17, 1992;

Based on the Field Review Results and Measurement Results, Review Results, the Head of Section of the West Tarum Main Network II made a letter to the West Tarum Main Network in Bekasi with No. 701/AIR/063/SITB.II/1992 dated March 10, 1992, which contained "That the land referred to by Sdr. ARGA Bin TABENG (Sebih Bin Kemon's heirs) is land that does not belong to the Department of Public Works / Irrigation.

On July 25, 1993, the Head of the West Irrigation Division based on statement letter No. 01/AIR/719/1993 explained as follows:

Land in the Name of Sebih Bin Kemon in RT. 003 RW. 002 Bojong Menteng, Bojong Menteng Village, East Bekasi, that the land in the name of Sebih Bin Kemon is outside the irrigation land in accordance with existing asset data. 8. That based on the general map submitted by the Ciliwung Cisadane River Basin Center, our land parcel was affected by the Bekasi River Flood Control Development plot based on the initial socialization invitation letter number 1439/PEM.04.04.01/PEMOTDA, regarding the Invitation for Notification/Socialization and Early Data Collection for the Implementation of the Land Acquisition Preparation Stages for the Construction of Bekasi River Flood Control Packages 1, 6, and 7 dated September 14, 2023 issued by the Secretariat West Java Province (Kurnia & Siswanto, 2017).

That since 1991 until now the physical plot of land is still controlled by Rekson Sitorus and on that piece of land there are buildings and plants.

PT. Bangun Tjipta Pratama sued the heirs of Armah Binti Sabih and Barok Bin Sabih with the following history:

- a) Decision No. 66/Pdt.G/BTH/PLW/2005/PN. BKS, won by PT. Build Tjipta Pratama
- b) Decision No. 214/Pdt/2006/PT. BDG, won by PT. Build Tjipta Pratama
- c) Decision No. 1544 K / PDT / 2008, won by PT. Build Tjipta Pratama.
- d) Decision No. 606 PK/PDT/2011, won by PT. Build Tjipta Pratama

Then Rekson Sitorus sued the heirs of Arga bin Tabeng (heirs of Armah bint Sabih and Barok bin Sabih) with Decision No. 457/Pdt.G/2011, which was won by Rekson Sitorus and the decision had permanent legal force (*inkracht van gewijsde*). In 2015 Arga Bin Tabeng (heir of Armah binti Sabih and Barok bin Sabih) sued PT. Build Tjipta Pratama, Ministry of Public Works and Public Housing, Local Government, Sub-district et al, with Rekson Sitorus as the Intervention Plaintiff, the case history is as follows:

- a) Decision No. 633/Pdt.G/ 2015/PN. BKS, won by Rekson Sitorus.
- b) Decision No. 234/Pdt/2017/PT. BDG, won by Rekson Sitorus.
- c) Decision No. 415/K/PDT/2018, won by Rekson Sitorus.
- d) Decision No. 362 PK/PDT/2019, won by Rekson Sitorus.
- e) Decision No. 876 PK/PDT/2020 (PK-2), won by PT. Build Tjipta Pratama. With the content of the decision returned to Decision No. 66/Pdt.G/BTH/PLW/2005/PN. BKS

That on the basis of Decision No. 457/Pdt.G/2011 which has permanent legal force (*inkracht van gewijsde*) between Rekson Sitorus and Arga bin Tabeng was not annulled by the PK-2 decision, therefore Rekson Sitorus sued again:

- a) PT. Build Tjipta Pratama;
- b) National Land Agency;
- c) Ministry of Public Works and Public Housing.

The lawsuit was filed in the Bekasi District Court with No. 571/Pdt.G/2021/PN.Bks. And has been decided with a verdict rejected by the Bekasi District Court. Then an appeal was filed with Case Number 591/PDT. G/2022/PT. BDG., which was won by Rekson Sitorus.

RESEARCH METHOD

The research approach to be used is descriptive research analysis, which provides an overview and facts about the object under study by analyzing all data and information about the object of research to then become material to solve problems (Sugiyono, 2018). So this research will expose and describe these facts will be analyzed to get answers and problem solvers. With data sources divided into 2 (two) types, namely primary data, and secondary data (HADI, 1989). Primary data is data obtained directly from the first source, namely data obtained from the field. Secondary data is data obtained through library materials. The data used in this study are secondary data. Secondary data consisting of: (Ali, 2021)

- a. Primary Legal Materials, namely:
 - 1) Indonesian Civil Code;
 - 2) Law No. 5 of 1960 concerning Basic Agrarian Law;
 - 3) Government Regulation No. 18 of 2021 concerning Management Rights, Land Rights, Flats, and Land Registration;
 - 4) Government Regulation No. 24 of 2016 concerning Amendments to Government Regulation No. 37 of 1998 concerning Regulations for the Position of Land Deed Officials;
 - 5) Bekasi State Court Decision No. No.571/Pdt.G/2021/PN.Bks.;
 - 6) Bandung High Court Decision No. 591/PDT/2022/PT. BDG. (Achmadi & Narbuko, 2015)
- b. Secondary Legal Material, which is material that provides an explanation of primary legal material. Secondary legal materials used are legal materials that explain primary legal materials, such as books, law journals, introductory literature to legal research, and articles related to this research.

Tertiary Legal Materials, which are materials that provide instructions and explanations to primary and secondary legal materials, for example; Dictionary of laws and techniques for compiling scientific papers (Arikunto, 2010).

RESULTS AND DISCUSSION

Based on research conducted in analyzing the Legal Standing of the Sale and Purchase Deed with a Building Use Rights Certificate (SHGB) that has expired based on decision No. 571/Pdt.G/2021/PN.Bks jo. Decision No. 591/PDT/2022/PT. BDG., found some differences of opinion in court decisions regarding legal standing, and also identified legal consequences arising from these differences.

Dispute between Rekson Sitorus and PT. Build Tjipta Pratama is about land located in Jatirasa Village, Jatiasih District, covering an area of approximately 18,700 m² (eighteen thousand seven hundred square meters) partly owned by Rekson Sitorus based on the Deed of Sale and Purchase (AJB) Number 315 / AD / 2 / Jatiasih / 1994 dated May 11, 1994 before the Land Deed Official Dr. H.M Ridhwan Indra R.A., SH (evidence P-1) and witnessed by Martin E as Head of Jatirasa Village and Ali Imron as Head of Jatirasa Village Government Affairs and H.M Nur. While the basis of ownership of PT. Bangun Tjipta is SHGB No.7/Bojong Menteng as a result of *Ruislag* with the Ministry of Public Works (Soekanto, 2011).

Based on the facts of the research, the author obtained the following conclusion: the position between the Deed of Sale and Purchase 315 / AD / 2 / Jatiasih / 1994 and NOP: 32.18.011.005.017-0001.0 on behalf of Rekson Sitorus on the basis of land C No. 215 Persil

10 Class D. I with SHGB No.7 / Bojong Menteng ruislag results with the Ministry of Public Works.

Based on research, the author concludes that the object of research of decision No.571/Pdt.G/2021/PN.Bks, does not meet the principle of justice because it does not see the facts in the trial where:

1. SHBG No. 7/Bojong Menteng owned by PT. Bangun Tjipta Pratama has expired in 2013 and has never been extended to date.
2. Deed of Sale and Purchase 315/AD/2/Jatiasih/1994 with NOP: 32.18.011.005.017-0001.0 on behalf of Rekson Sitorus on the basis of land C No. 215 Persil 10 Class D. I. and has been confirmed by decision No. 457/PDT. G/2011 (the judgment was never overturned by the Court).
3. That based on a letter from the heirs dated September 8, 1991, the Head of the West Tarum I Main Network invited the heirs with his letter No. 701/Air/031/JITB.II/1992 dated February 11, 1992 regarding Remeasurement carried out on Monday February 17, 1992;
4. That based on the results of the Field Review and Measurement Results, the Results of the Re-Review, the Head of Section of the West Tarum Main Network II made a letter to the West Tarum Main Network in Bekasi with No. 701/AIR/063/SITB.II/1992 dated March 10, 1992, which contained "That the land referred to by Sdr. ARGA Bin TABENG (Heirs of Sebih Bin Kemon) is land that does not belong to the Department of Public Works / Irrigation.
5. That on July 25, 1993, the Head of the West Irrigation Division based on statement letter No. 01/AIR/719/1993 explained as follows:

“Land in the Name of Sebih Bin Kemon in RT. 003 RW. 002 Bojong Menteng, Bojong Menteng Village, East Bekasi, that the land in the name of Sebih Bin Kemon is outside the irrigation land in accordance with existing asset data”.

Based on Decision No. 591/PDT/2022/PT. BDG., the panel of judges examining the case considered that the case filed by Rekson Sitorus was not *nebis in idem* or could be refiled because it considered the case different from the previous case and still had a clear and strong legal basis as the consideration of the decision which read:

"Considering, that regarding the exclusion of the original Defendants I and Defendant II through their proxies in point 1 concerning Absolute Competence is unreasonable and must be rejected as properly and correctly considered by the Panel of Judges of First Instance in Bekasi District Court Interlocutory Decision Number 571/Pdt.G/2021/PN.Bks. dated April 25, 2022, and to shorten the description of this decision, the Appellate Panel of Judges takes over the entire considerations law in the decision of the Panel of Judges of First Instance as its own consideration in deciding this case in the appellate level, where in the opinion of the Appellate Panel of Judges that the exclusion of the original Defendants I and Defendant II must be declared rejected with the following judgment:

1. *Rejecting the Absolute Competence Exception filed by Defendant I*
2. *Declare that the District Court has the authority to try this case;*
3. *Establishing inspections in this matter are extended;*
4. *Determine the costs of the case set out in the final decision;*

*Considering, that regarding the exclusion of the original Defendants I, Defendant II and Defendant III in point 2. on Plaintiff's Claim Ne Bis in Idem, 3. Obscuri Libelli and 4. The exclusion of Doli Presentis is **unwarranted and must be rejected**, because the exclusion of the original Defendants I, Defendant II and Defendant III has entered into*

the subject matter of the case which will be considered and proven together with legal considerations in the subject matter".

That clearly and clearly the Panel of Judges of First Instance and the Panel of Judges of the Appellate Level have a common opinion regarding the proposition of exclusion of PT. Build Tjipta Pratama on the subject of *Nebis In Idem* Fundamentals has been refuted on clear grounds. So that this matter can be continued the examination process.

CONCLUSION

Research on the Legal Standing of Sale and Purchase Deed with Expiration of Building Use Rights Certificate (SHGB): Case Study of Decision No. 571/Pdt.G/2021/PN.Bks jo. Decision No. 591/PDT/2022/PT. BDG can be concluded in the Bandung High Court Decision Number 591 / PDT / 2022 / PT BDG dated November 10, 2022 which canceled the Bekasi District Court Decision Number 571 / Pdt.G / 2021 / PN Bks dated August 8, 2022, there are several differences of opinion including:

- a. Differences regarding the object of the dispute;
- b. Differences regarding the parties to the dispute;
- c. Differences regarding the principle of *nebis in idem*.

There are unlawful acts committed by PT. Build Tjipta Pratama as the owner of the Building Use Rights Certificate No.7 Bojong Menteng issued based on the results of Ruislag of the Ministry of Public Works, where the base of this ownership right is on land owned by Rekson Sitorus. The alleged unlawful acts committed by the Bekasi National Land Agency which issued Building Use Rights Certificate No.7 Bojong Menteng on land owned by Rekson Sitorus, resulting in Rekson Sitorus as the owner entitled to the land object being unable to register land rights with the State. Just like writing scientific articles in general, the key to reviewing court decisions is the clarity of the formulation of problems by departing from the issues that have been identified in the decision. The government, in this case, the National Land Agency should be more careful in issuing every land rights, hence the number of certificates with overlapping ownerships can be suppressed or even resolved to its root.

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First publication right:
Devotion - Journal of Research and Community Service



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