

Legal Certainty Assurance for Third Parties in Disputed Land Transactions

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Abstract

Legal certainty assurance for third parties in disputed land transactions is a crucial issue in Indonesia's land law system. This study aims to analyze the legal protection available for third parties in land transactions facing disputes. The research method employed is normative juridical with a statutory approach. The findings indicate that third parties in land transactions are at risk of legal uncertainty due to ownership disputes, which may result in the annulment of sale and purchase deeds or legal claims from other parties. Therefore, an effective dispute resolution mechanism is needed, both through non-litigation methods such as mediation, negotiation, and arbitration, as well as litigation through the court system. Legal certainty can be achieved through systematic land registration, adherence to the principle of due diligence in transactions, and legal protection for bona fide purchasers. Thus, this study emphasizes the importance of a strong land law system to safeguard third parties in disputed land transactions.

Keywords: Dispute Resolution, Land Disputes, Legal Certainty, Legal Protection, Third Parties.

1. Introduction

People depend on land in numerous ways. It may serve as a source of economic value, a form of invested capital, or an element of cultural and social identity. Indonesia is famously an agrarian nation, and because agriculture stands as one of the economy's primary pillars, land holds a vital position in supporting the daily lives of Indonesians (Sulistio, 2020).

In Indonesia, land carries considerable economic value. Its supply is restricted, yet the need for it steadily grows alongside population increases and economic advancement. Beyond providing shelter, land also acts as a lucrative investment avenue for the general public, as its price has a tendency to appreciate. Meanwhile, for the state, land is a strategic asset that plays a role in supporting the acceleration of development and economic growth (Akmal et al., 2024). This situation makes land an asset that is frequently traded and involves various parties, such as individuals, the government, and interested capital owners, including creditors and investors.

The primary legal foundation governing land administration and policy in Indonesia is Law Number 5 of 1960, commonly known as the Basic Agrarian Law (UUPA). This legislation provides the framework for the government to develop agrarian policies designed to enhance public welfare and safeguard state interests. It acts as the principal reference for managing various land rights, such as ownership, business use rights, and building rights. Furthermore, it establishes mechanisms for settling land disputes, ensuring legal certainty and fairness for everyone involved (Bimantara, 2024).

In creating a legal system for land that emphasizes fairness, long-term viability, and equilibrium in how land is utilized, the UUPA serves a crucial purpose. Through this law, the



government seeks to create legal certainty for landowners and managers, while ensuring that land resources are utilized optimally to support national development and preserve the environment.

In addition to the UUPA, the Decree of the People's Consultative Assembly (MPR) Number IX of 2001 on Agrarian Reform and Natural Resource Management also plays an important role in shaping land policy in Indonesia. This decree affirms the need for agrarian reform to reduce inequality in land ownership and to ensure more sustainable management of natural resources. With the implementation of this policy, it is hoped that fairer land and natural resource governance can be created, one that is oriented toward sustainability and in accordance with the principles of social justice and public welfare (Bimantara, 2024).

Although various regulations have been issued to govern land in order to create legal certainty and justice, their implementation in the field still encounters many obstacles. In practice, land transactions do not always run smoothly due to the emergence of ownership disputes, which have the potential to create legal uncertainty for the parties involved. As land transaction activity increases, the complexity of the legal problems that accompany it also grows.

One of the problems that often arises in land transactions is a dispute between the parties who have an interest in the land. There are three levels of land disputes based on their complexity. First, minor disputes, which are simple in nature and can be resolved through an administrative approach without requiring a lengthy legal process. Usually, the resolution is sufficient with technical guidance or clarification given to the party who filed the complaint. Second, moderate disputes, which already involve legal aspects and require resolution through more systematic procedures. However, such disputes do not cause a major impact on social, political, security, or economic conditions. Third, severe disputes, namely land conflicts that have a broad impact and are considered serious because their legal aspects are more complex, so that they can trigger social tension, political problems, and even security disturbances (Sukmawati, 2022).

Land disputes can occur due to various factors, such as overlapping certificates, land sales without a valid legal basis, inheritance right claims, or abuse of authority by land officials. In such situations, third parties involved in land transactions, such as bona fide purchasers or creditors who use land as collateral, often face legal uncertainty that can harm them.

Many third parties still face the risk of losing their rights to the land they have purchased because of a court decision annulling the transaction or because other parties claim ownership of the land. In some cases, land buyers who have obtained an official certificate from the National Land Agency (BPN) can still be sued by other parties who claim to have rights to the land. This shows that the land law system in Indonesia still faces various obstacles in providing strong legal certainty assurance for third parties.

Legal certainty for every individual can be achieved when legal rules are applied consistently in handling a concrete event. Basically, the applicable law must not deviate from the established provisions, as reflected in the principle *fiat justitia et pereat mundus*, which affirms that even if the world were to collapse, the law must still be upheld. The main function of legal certainty is to protect individuals from arbitrary actions, so that a person can obtain the rights or certainty over what they should receive under certain conditions. Legal certainty is also an important element in social life, because with such certainty, social order can be realized and society can live in a more orderly and harmonious environment (Moho, 2019).

The principle of legal certainty in land transactions serves, in legal terms, to protect rightful parties, among them third parties who have conducted transactions lawfully and according to the relevant rules. For this reason, the question of how legal certainty is assured

for third parties in disputed land transactions deserves close examination. Safeguarding third parties involved in disputed land sale and purchase transactions matters greatly for preserving justice and legal certainty. Here, a third party means a buyer or an individual participating in a land sale and purchase transaction who has no direct involvement in the dispute between the seller and other parties.

In practice, there are still various problems that hinder the realization of legal certainty for third parties, especially when a dispute arises over land that has been sold and purchased. This uncertainty can have a broad impact, both on the parties in dispute and on third parties who have lawfully acquired rights to the land. Therefore, an in-depth study is needed on how the land law system in Indonesia accommodates protection for third parties and to what extent the existing rules are able to provide legal certainty in disputed land transactions.

Motivated by how essential legal certainty is in every land transaction, particularly for third parties who commonly encounter unclear ownership status due to disputes, the author is interested in pursuing this research based on the description provided above. How the land law system in Indonesia can assure legal certainty for third parties in disputed land transactions is what this study aims to investigate. The principle of legal certainty in land transactions, the legal problems and risks confronting third parties, and the dispute resolution mechanisms usable to guarantee legal certainty for third parties in land transactions will all be addressed in this study. Better protection for third parties and the prevention of land disputes in the future are the legal solutions this research hopes to find.

2. Methods

The method adopted in this research is normative juridical legal research, which incorporates a statutory approach. Laws and regulations serve as the central framework through which various particular legal questions are analyzed and reviewed. (Yustica et al., 2020). Secondary data serves as the kind of data utilized in this normative study. Such data consists of information gathered from official documents, for instance books and research reports.

2.1. Data Source

Primary legal materials consist of legal sources in the form of laws and regulations that possess binding legal force. Among them are Decree of the People's Consultative Assembly (MPR) Number IX of 2001 on Agrarian Reform and Natural Resource Management, The Indonesian Civil Code (KUHP), Law Number 5 of 1960 on Basic Agrarian Principles, Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution, Government Regulation Number 24 of 1997 on Land Registration, and Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 21 of 2020 on the Handling and Resolution of Land Cases.

Secondary legal materials consist of references that clarify or add information regarding the content and application of primary legal materials. This category includes draft laws, research findings, scholarly articles, books, seminar papers, and academic writings like undergraduate theses, master's theses, and dissertations (Permatasari et al., 2020). The use of secondary legal materials in this research is expected to provide broader insight into legal certainty assurance for third parties in disputed land transactions. Tertiary legal materials serve as explanations or providers of information related to primary and secondary legal materials. Examples include dictionaries, encyclopedias, and similar sources (Benuf & Azhar, 2020).

3. Results and Discussion

3.1. Land Disputes and Legal Risks for Third Parties as Buyers in Disputed Land Transactions

3.1.1. Definition and Types of Land Disputes

Land transactions are one of the important aspects of community life related to the ownership and control of land assets. However, in practice, land transactions are often faced with various legal problems, especially when the land being traded has disputed status. A dispute refers to any form of difference of opinion, quarrel, or conflict between two parties. A dispute can be regarded as a continuation of a conflict, where the conflict itself is a disagreement that is initially still hidden and not openly expressed. However, when the disagreement is expressed to another party and gives rise to certain demands or claims, the conflict develops into a dispute (Soekanto, 2007).

Land disputes and conflicts are a form of problem that is complex and multidimensional in nature. This issue has become an inseparable part of the history of the development of human culture and civilization, especially when land began to play a role as the main resource in the production process to meet the needs of life. In understanding land disputes, there are two main approaches, namely the definitions put forward by legal experts and the meaning stipulated in laws and regulations (Saragih et al., 2022).

According to Murad (1991), a dispute over land rights arises when an individual or legal entity submits an objection or claim regarding the status, priority, or ownership of a piece of land. The objection is submitted with the aim of obtaining a resolution through administrative procedures regulated in the applicable legal provisions. Meanwhile, according to Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 21 of 2020 on the Handling and Resolution of Land Cases, a land dispute is a disagreement that occurs between individuals, legal entities, or institutions, but does not have a broad impact.

Referring to Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 21 of 2020 on the Handling and Resolution of Land Cases, a land dispute is defined as a disagreement regarding the ownership or use of land that occurs between individuals, legal entities, or institutions, but does not have a broad impact on society as a whole.

Land disputes can also be triggered by high land prices and the meaning of land as a symbol of social status and identity in society. This condition often triggers land ownership conflicts, both between individuals and between groups and higher authorities. Land that has strategic and important value encourages everyone to control, protect, and care for it with great attention. In certain conditions, they are even willing to defend it with all their might and effort (Mulyadi & Satino, 2019).

Land disputes can be classified into several types based on their causes and the parties involved. The following are some types of land disputes that commonly occur:

A. Ownership disputes

Ownership disputes are disputes that occur due to differences in perception, interests, or interpretation regarding the status of control over a piece of land that has been lawfully owned by a certain party. Such disputes arise because each party feels entitled to the disputed land (Hutabarat et al., 2021). Land ownership disputes are usually caused by overlapping certificates, inheritance, possession of land without rights, and double sales.

B. Land boundary disputes

Land boundary disputes are a type of dispute related to disagreement over the physical boundaries of a plot of land between owners or managers of adjacent land. Land boundary disputes also often occur due to errors in land measurement or recording.

C. Customary land disputes

In this type of dispute, indigenous communities base their land claims on ulayat rights that have been passed down and recognized through generations. The dispute arises when customary land is given to another party without the local indigenous community's agreement.

D. Disputes over state land with communities or companies

Such disputes usually occur when land claimed as state land is used or controlled by individuals, groups, or companies without a valid permit.

E. *Waqf* land disputes

Waqf land disputes usually arise due to conflicts of interest in the management of *waqf* land, in this case such as the conversion of the land's function or claims by the heirs of the *waqif* (the person who endows the *waqf*).

F. Land disputes due to certificate misuse

Land disputes due to certificate misuse are a type of land dispute that often occurs in Indonesia to this day. This type of dispute arises as a result of document forgery, double certificates, or fraud in land sale and purchase transactions.

3.1.2. Legal Risks for Third Parties in Disputed Transactions

Land transactions are one of the important aspects of community life related to the ownership and control of land assets. However, in practice, land transactions are often faced with various legal problems, especially when the land being traded has disputed status.

Every land sale and purchase transaction involving a seller and a buyer must be supported by clear legality. To avoid potential problems that could harm either party, all applicable legal requirements and provisions must be strictly applied. In determining land ownership, the role of the first holder is crucial, because he or she is recognized as the rightful owner if a number of criteria are met. These criteria include the absence of previous occupants on the land, the use of the land solely for personal interests and not to be traded as a commodity, and the existence of valid proof of ownership that must be respected by other parties (Panjaitan, 2020).

One important issue in land sale and purchase transactions is the emergence of disputes involving third parties, especially buyers who have purchased land that later proves to be disputed. This problem often worsens the situation, as bona fide buyers can be trapped in various legal risks that harm them financially and legally. First, land ownership status may be unclear. Third parties may find that the land they bought is still contested by several parties claiming ownership. This uncertainty over the right to control the land can result in the annulment of the transaction.

Second, the sale and purchase deed may be annulled. If the land turns out to be disputed, the court may consider the deed invalid or annul it, so the buyer may lose the rights to the land even though full payment has been made. Third, the buyer may face lawsuits from parties claiming rights to the land. Such a party can file a lawsuit against the buyer in court, and if the lawsuit is accepted, the buyer risks losing ownership rights without appropriate compensation.

Fourth, the buyer bears a risk of investment and financial loss. Buyers may suffer large losses because they have spent funds to buy the land, pay taxes, or even carry out construction on land that is still in dispute. Finally, the use or management of the land may be limited.

Disputes over ownership can prevent buyers from using the land for personal, business, or investment purposes, which can hinder development or the optimal use of the land.

3.2. Legal Certainty and Legal Protection for Third Parties in Disputed Land Transactions

Legal certainty can be defined as clarity regarding the legal norms used as guidelines by society, with the aim of avoiding erroneous interpretations. Meanwhile, legal protection is a measure to protect individuals from harmful actions taken by authorities that are contrary to applicable regulations, in order to create a sense of security and provide an opportunity for a person to enjoy their rights. Thus, legal protection aims to enable rights holders to utilize the rights protected by law (Arif & Sukirno, 2024).

Legal certainty and legal protection have a very close relationship, because clear and consistent legal certainty will provide a strong foundation for the protection of individual rights. According to Apeldoorn (1978), legal certainty consists of two main aspects. The first is the clarity of rules in a particular case, and the second is the assurance of legal protection for society. Therefore, every individual seeking justice has the right to understand the applicable regulations before filing a case and to obtain adequate protection during the legal process (Julyano & Sulistyawan, 2019).

Legal certainty is a crucial aspect of a legal system, especially in codified regulations. Wantu (2026) states that law that does not provide certainty will lose its function as a guideline for society in acting. Legal certainty demands clear and consistent norms, so that they can serve as a firm reference for society in complying with applicable regulations (Halilah & Arif, 2021).

Otto (2012) argues that law that is effective in creating legal certainty is law that develops in accordance with the cultural values living in society. He emphasizes the importance of harmony between the state and the people who understand and orient themselves to the existing legal system. In addition, legal certainty also requires firm enforcement by law enforcement officials, whose function is to ensure that the law is applied fairly and creates order in society (Azisah, 2024).

Legal certainty created within a legal system also plays an important role in creating social and economic stability. With legal certainty, people can act with confidence that their rights will be protected and that existing regulations will be enforced fairly. Without legal certainty, uncertainty and injustice can disrupt the order of community life, which in turn will negatively affect public trust in the existing legal system.

Land plays a very important role in human life, and the need for land covers various fields, such as economic, social, and technological. Land is also a place for humans to settle, develop, and provides everything necessary to support the continuity of human life (Suarti, 2019). In line with the importance of land in human life, land transactions have become an inseparable aspect of the agrarian system. These transactions include various forms of legal activity, such as purchase, sale, lease, and transfer of land rights.

The development of national development in various sectors has increased the economic value of land, making it an asset that is widely traded. One way to obtain land ownership is through the mechanism of transfer of rights. In practice, land sale and purchase is the form of transfer of rights most frequently carried out in society. In general, there are two methods of land sale and purchase, namely through an official deed made by a Land Deed Official (PPAT) and transactions without an official deed, known as private-agreement (under-the-hand) sale and purchase (Nayoan, 2024).

Sale and purchase is one way of transferring rights that has an important role in the social and legal aspects in Indonesia. In practice, land sale and purchase transactions are not

only related to economic aspects, but also contain a sacred value that reflects the agreement and responsibility between the transacting parties. Therefore, honesty, transparency, and legal certainty are the main elements that must be fulfilled so that the sale and purchase process can take place validly and fairly.

Article 1457 of the Indonesian Civil Code defines sale and purchase as an agreement in which one party undertakes to deliver an item, while the other party bears the obligation to pay the agreed price. For land sale and purchase, the transfer of land rights must meet the conditions for a valid agreement stipulated in Article 1320 of the Indonesian Civil Code, namely consent from the parties involved, the capacity to enter into an agreement, a clear object, and a lawful cause or one that is not contrary to law. On this basis, every land transaction that involves a third party must be carried out with due consideration of the applicable legal regulations, so that the ownership and status of the land being exchanged stay valid and guaranteed.

When every legal action relating to the transfer of land rights is carried out under clear, predictable rules that legal authorities enforce consistently, this condition is what legal certainty in land transactions refers to. Such a principle matters greatly in the Indonesian legal system, as it serves to prevent a legal vacuum or abuse that could negatively affect the parties concerned, most notably third parties involved in valid land transactions.

In Indonesia's land context, the legal foundation designed and enacted to bring about social justice in land control, utilization, and use is Law Number 5 of 1960 on Basic Agrarian Principles (UUPA) (Anastasia et al., 2024). Serving as the legal basis for regulating land, the UUPA addresses various rights connected to land so that legal certainty and protection are ensured during land acquisition. The right to control land, which can be given to individuals, groups of people, or legal entities, is one of these rights.

A key purpose of the Basic Agrarian Law (UUPA) is to secure legal certainty regarding land rights owned by the public. In pursuit of this purpose, land registration is established under Indonesia's agrarian regulations as a way to assure legal certainty for landowners. Serving as valid proof, a land certificate occupies an important role in delivering legal protection and ensuring that the land rights held stay recognized as valid and secure (Apriani & Bur, 2020). Article 19 paragraph (1) of the UUPA directs the government of the Republic of Indonesia to put into effect a national land registration system as the legal foundation of the process. The nature of this land registration is *rechtscadaster*, which seeks to provide legal certainty for holders of land rights (Frederik et al., 2024).

Land registration along with the issuance of certificates occupies a very important position within Indonesia's land system. This process, performed by the National Land Agency (BPN), allows land ownership to be proven and guaranteed in a valid way. Moreover, the registration ensures that the ownership status of registered land remains clear, so the likelihood of ownership disputes in the future is reduced. This system delivers strong legal protection to parties holding land rights and simultaneously provides third parties involved in land-related transactions with a sense of security. Because a land certificate acts as valid proof, any change of land rights is recorded transparently, thereby diminishing the risk of disputes and conflicts ahead. Hence, a strategic role belongs to the land registration system in creating order and effective legal protection for everyone involved in land transactions.

Legal protection for every party is highly necessary during the sale and purchase transaction process. For legal subjects, such protection can be provided through preventive and repressive means. The purpose of preventive legal protection is to avert circumstances that might give rise to disputes. Meanwhile, repressive legal protection serves to resolve issues

or disputes that have already emerged by bringing a lawsuit before the court (Lubis & Lubis, 2008).

A form of preventive legal protection is contained in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 on Land Registration, which stipulates that every transfer of land rights, whether through sale and purchase, grant, or inheritance, aside from auction, has to be conducted through a PPAT in accordance with applicable regulations. The design of this provision is to provide valid evidence in the process of land registration and to reduce the potential for disputes resulting from the denial of the sale and purchase agreement by one of the parties. In addition, the regulation aims to protect the rights and interests of the parties involved, prevent default, and guarantee that the new owner can update the ownership data of the land rights and carry on sales transactions in the future (Sakti & Budhisulistiyawati, 2020).

A protective step available to the buyer during the implementation of a sale and purchase agreement is to review the proof of ownership of the land rights that constitute the object of the transaction. Pursuant to Article 1491 of the Indonesian Civil Code, the buyer holds the right to require the seller to provide assurance that the object being sold is under lawful and secure control and free from hidden defects that could be detrimental to the buyer (Sakti & Budhisulistiyawati, 2020). Legal protection for third parties in disputed land sale and purchase is very important to ensure justice and legal certainty. Third parties, in this case, refer to buyers or parties involved in a land sale and purchase transaction, who are not directly involved in the dispute occurring between the seller and other parties.

Should it emerge that land acquired in a sale and purchase transaction is under dispute, legal protection may be claimed by a third party who made the purchase in good faith. This protection ensures that the ownership rights acquired by the third party remain recognized despite the dispute over the land, provided that the buyer has fulfilled the applicable legal provisions, such as checking the legal status of the land through the correct procedures, including checking the certificate and the legal status of the land at the land office.

If a piece of land is involved in a dispute and the buyer made the purchase in good faith and was unaware of any legal problem with the land, then according to legal principles, the buyer should not be harmed. The buyer may file a claim against the party who sold the land if it is proven that there was an error or fraud committed by the seller. However, if the dispute had already been identified before the purchase, legal protection for the buyer may be more limited, and the buyer is obliged to exercise caution in carrying out the transaction.

3.3. Dispute Resolution Mechanisms in Guaranteeing Legal Certainty for Third Parties

A dispute resolution mechanism that works effectively plays a crucial role in providing legal certainty and protection for third parties serving as buyers in land sale and purchase transactions who are not directly entangled in the dispute between the seller and other parties. Resolving disputes in an appropriate manner ensures that third parties' ownership rights gain recognition and protection, despite the land being the subject of a dispute.

In order to secure legal certainty and protection for third parties involved in disputed land sale and purchase transactions, a number of dispute resolution mechanisms may be followed. Every mechanism has its own distinct procedures, yet all of them seek to bring clarity to the legal status of land ownership, thereby allowing third parties' rights to be protected. The resolutions are as follows.

3.3.1. Dispute Resolution through the Non-Litigation Route

The process of settling disputes outside the judicial mechanism by drawing on various alternative methods or institutions, with the goal of reaching an agreement between the parties in conflict, is what is meant by dispute resolution through the non-litigation route. In Indonesia, this method is frequently used in many cases, including those involving land. When it comes to land disputes, especially where purchased land turns out to hold disputed status, there are several non-litigation alternatives that allow a third party to be involved as a mediator or intermediary. This third party helps facilitate the disputing parties in reaching an optimal solution without the need to go through a judicial process that is complicated and time-consuming. The following approaches can be applied:

A. Mediation

A form of dispute resolution that brings in a neutral third party to serve as an intermediary is known as mediation. In this process, the mediator facilitates the parties in formulating a solution through dialogue and deliberation so that a mutually agreed arrangement can be reached. However, the mediator is only responsible for providing suggestions or direction and holds no power to decide the final result, since that decision belongs completely to the disputing parties (Sahnan et al., 2019).

Conflict resolution through mediation or dialogue for peace is in fact a noble value that has long existed in Indonesia, formerly known by the term *musyawarah untuk mufakat* (deliberation to reach consensus). In fact, the concept of *musyawarah* is part of the philosophy and ideology of the Indonesian state, as reflected in the fourth principle of Pancasila, which reads, “Democracy led by the wisdom of deliberation among representatives.” The implementation of this principle is an effort at deliberation aimed at reaching an agreement, based on the spirit of kinship, common sense, and a pure conscience, without coercion from any party (Massi, 2021).

According to Rahmadi (2010), mediation rests on several basic elements. It is a way of resolving disputes through discussion, in which the disputing parties seek a mutual agreement. The parties also request the help of a neutral third party who acts as a facilitator or mediator. This mediator has no right to decide the dispute and instead functions as an aid in seeking a solution acceptable to both parties.

Based on this, if a buyer (third party) has purchased land in accordance with applicable regulations and procedures, but it later turns out that the land is in dispute, then a step that can be taken is mediation. This mediation involves all parties involved, including the seller and the other party claiming the land, with the aim of seeking a fair solution that is mutually agreed upon without having to go through a lengthy judicial process.

B. Negotiation

In general, the term negotiation is a process of discussion or deliberation aimed at reaching an agreement between parties with differing interests. According to Gary Goodpaster, negotiation is a process involving interaction and communication between parties with differing interests, with the aim of finding a mutually agreed solution. This process is dynamic and varied, and can take place in a subtle and flexible manner, reflecting the complexity and character of humans in communicating (Sudiarto et al., 2023).

Furthermore, Howard Raiffa argues that the success of a negotiation depends on several important factors for it to run effectively and produce a stable agreement. First, all parties must be willing to negotiate voluntarily and with full awareness. Second, readiness in facing the negotiation process is crucial. Third, each party must have the authority to make decisions. Fourth, the balance of power between the parties needs to be maintained in order to create a fair and interdependent relationship. Lastly, the willingness to resolve the problem must exist

among the parties involved so that the negotiation can achieve optimal results (Sudiarto et al., 2023).

Based on this, consider a third party who has purchased land but later discovers that the land is in disputed status. In this case, a buyer acting in good faith certainly has the right to obtain legal certainty over the land ownership that was purchased according to the applicable procedures. One way that can be done is to negotiate, because negotiation can help expedite dispute resolution compared to the litigation route in court, which often takes a long time and considerable cost. With an agreement reached through negotiation, the parties involved can avoid prolonged conflict and ensure that the land ownership rights can be resolved peacefully and based on the principle of justice.

C. Arbitration

According to Muhammad (2021), arbitration is a dispute resolution mechanism carried out voluntarily, in which the disputing parties submit their problem to a person who has competence in the field. The decision produced by the arbitrator is final and binding on the parties involved.

In contrast, arbitration, according to Article 1 of Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution, is understood as a means of resolving civil disputes beyond the general courts, established on the basis of a written arbitration agreement made by the parties in dispute. This definition leads to the conclusion that arbitration constitutes a civil agreement the parties consent to as the mechanism for settling their disputes. Here, a third party known as an arbitrator is chosen together by the disputing parties, and all parties involved are required to obey the resulting award.

In this situation, a buyer who has purchased land without knowing that the land has disputed status has the option to resolve the problem through the arbitration mechanism. Arbitration can be an effective solution because it allows for a quick, fair, and binding dispute resolution without going through a lengthy judicial process. Through arbitration, the buyer can submit this problem to a neutral arbitrator, so that the dispute can be resolved based on the agreement approved by all parties involved.

3.3.2. Dispute Resolution through the Litigation Route

In land sale and purchase transactions, legal certainty is a very important aspect so that the rights of buyers are protected. However, in some cases, buyers may face legal problems when the land they have purchased turns out to have disputed status. If non-litigation resolution efforts, such as mediation or arbitration, do not produce results, then the litigation route through the court becomes a step that can be taken by the buyer to obtain legal certainty.

A buyer who has purchased land validly and in line with the applicable legal procedures is a third party with the right to defend their ownership. Protection for bona fide buyers is offered by the Basic Agrarian Law (UUPA) No. 5 of 1960 and other land-related regulations in Indonesia. Provided the buyer has carried out the transaction in accordance with the applicable rules, such as verifying the validity of the land certificate and performing checks at the National Land Agency (BPN), the buyer may fight for their land ownership through the litigation route, which means filing a lawsuit at the District Court as well as the State Administrative Court.

One of the disputes that can be resolved at the State Administrative Court concerns double land certificates, for which the deadline for filing a lawsuit is ninety days. Such disputes often involve conflicts between individuals and institutions, or between different institutions. However, if a dispute over double land certificates occurs only between individuals without involving any institution, the case must be filed at the District Court, because the legal authority regarding ownership shifts to the realm of civil law. The resolution of this kind of

dispute can be carried out through mediation. If the parties involved in a dispute at the State Administrative Court are not satisfied with the outcome of the decision, they can file an administrative remedy to resolve the matter further (Wiyono, 2009).

With the aim of preserving justice and integrity among the parties involved in a dispute, the District Court holds the authority to resolve land disputes. Based on the explanation of Zulфина Susanti in 2023, the power of the District Court covers several stages (Junaidi, 2024), namely the district court acts as the court of first instance; the high court functions as the court of appeal; the supreme court of the Republic of Indonesia acts as the court of cassation.

As for what can be done during the litigation process, the third party, in this case the buyer, is able to file a lawsuit with the District Court that holds jurisdiction over where the disputed land is located. This lawsuit can be filed against the party claiming ownership of the land, including the seller who carried out a transaction that potentially violates the law. During the court process, the buyer needs to present various pieces of evidence demonstrating that the sale and purchase transaction was validly carried out. These include the land certificate, the Deed of Sale and Purchase (AJB) drawn up before a Land Deed Official (PPAT), proof of payment of taxes and Duty on the Acquisition of Land and Building Rights (BPHTB), along with other supporting documents showing that the transaction complied with legal provisions.

In line with this, the third party (buyer) must also be prepared to face possible evidence or arguments from other parties claiming ownership of the same land. Therefore, it is important for the buyer to demonstrate that they conducted a thorough examination of the status of the land before the transaction, including checking at the land office to ensure there were no accompanying legal problems. The buyer also needs to prepare witnesses or experts who can provide testimony regarding the validity of the transaction and the history of land ownership, to support their position at trial.

4. Conclusion

Legal certainty assurance for third parties in disputed land transactions is an important aspect of the land law system in Indonesia. This study shows that third parties, such as bona fide purchasers, often face legal risks due to land ownership disputes, which can result in the annulment of sale and purchase deeds or legal claims from other parties. Therefore, an effective dispute resolution mechanism is needed, both through non-litigation routes such as mediation, negotiation, and arbitration, and through litigation in court. Legal certainty for third parties can be achieved through a transparent land registration system, the application of the principle of due diligence in transactions, and adequate legal protection. Therefore, the role of the government and related institutions in ensuring the implementation of a strong land law becomes very crucial. With a clear and consistent legal system, it is hoped that legal certainty for third parties in disputed land transactions can be realized optimally.

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