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Original Article

Legal Certainty Assurance for Third Parties in Disputed Land Transactions

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Abstract

Legal certainty for third parties in disputed land transactions remains a significant issue in Indonesia's land law system, particularly where registered ownership is challenged by competing claims. Although previous studies have examined land registration and legal protection for landowners, further analysis is needed of how the evidentiary status of land certificates and the principle of good faith affect third-party protection in disputed transactions. This study aims to analyze the legal framework governing the protection of third parties in disputed land transactions and identify the limitations of existing legal mechanisms. It employs normative juridical research using a statutory approach, with relevant legislation and legal literature as the primary materials of analysis. The findings indicate that land certificates constitute strong evidence of ownership but do not eliminate the possibility of competing claims, leaving third parties exposed to legal uncertainty. The effectiveness of protection consequently depends on the validity of the underlying title, the assessment of good faith, and the consistency of land registration and dispute resolution mechanisms. This study highlights the need to strengthen the accuracy of land registration records and the application of legal standards for protecting good-faith third parties. These findings contribute to the evaluation of Indonesia's land law framework and provide a basis for further research into administrative practices and judicial decisions concerning disputed land ownership.

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

1. Introduction

Land is a source of economic value and investment capital, as well as an element of social and cultural identity. As an agrarian country, Indonesia places land in a vital position in the lives of its people (Sulistio, 2020). The supply of land is limited, while demand continues to grow with population growth and economic development; for the state, land is also a strategic asset for accelerating development (Akmal et al., 2024). These characteristics make land an object of transactions involving many parties.

Law Number 5 of 1960 on the Basic Agrarian Principles (Undang-Undang Pokok Agraria, UUPA) is the main foundation of agrarian policy and the regulation of land rights (Bimantara, 2024). The UUPA provides the basis for the state's authority to regulate legal relations concerning land (Article 2 paragraph (2)) and requires land registration to guarantee legal certainty (Article 19), while the procedures for handling disputes are further regulated in Regulation of the Minister of ATR/Head of BPN Number 21 of 2020 (Puspadewi, 2022). People's Consultative Assembly Decree (Ketetapan MPR) Number IX/MPR/2001 also affirms the direction of agrarian reform and the equitable management of natural resources (Bimantara, 2024).

Nevertheless, legal certainty has not been fully realized in practice. Indonesia adheres to a negative publication system with positive tendencies, so that a certificate is strong, but not absolute,

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evidence (Mecilita et al., 2026). Even a buyer who has obtained a certificate may still be sued by another party claiming rights to the land (Sukmawati, 2022). Yet legal certainty requires that rules be applied consistently to concrete events so that individuals are protected from arbitrary action (Moho, 2019).

The third party in this study is limited to the good-faith buyer, namely a buyer who does not know, and cannot reasonably be deemed to know, of any defect in the process of transferring the land right (Latiful & Sastro, 2023). Previous studies have examined this issue from several angles. Zaid et al. (2023) show that the protection of good-faith buyers is recognized normatively, but in a number of decisions buyers were nevertheless defeated and judges frequently set aside Supreme Court Circular Letter (SEMA) Number 4 of 2016. Tandiono (2026) found that such protection is regulated in the Civil Code (KUHPerdata), the UUPA, Government Regulation (PP) Number 24 of 1997, and SEMA 4/2016, but its application is not yet consistent because a buyer is protected in one decision, whereas in another decision the buyer's right is annulled owing to a defect in the source of the acquisition of the right. Regarding sales and purchases without a deed from a Land Deed Official (Pejabat Pembuat Akta Tanah, PPAT), Lestari et al. (2026) conclude that buyer protection depends more on litigation than on preventive administrative measures, in line with the reviews by Anggraini et al. (2025) and Danendra and Djajaputra (2026) of private-agreement (under-the-hand) sales and purchases. Meanwhile, Latiful and Sastro (2023) and Amini and Wardani (2023) examine particular decisions, and Lamasigi et al. (2025) evaluate the provisions of SEMA 4/2016. At the system level, Mecilita et al. (2026) reveal conceptual confusion in the publication system that weakens legal certainty, while Puspadewi (2022) describes the classification and stages of handling land cases. The tension between buyer protection and the rights of the registered owner also arises in other jurisdictions; Ouma (2025) criticizes a decision in Kenya that is considered to burden good-faith buyers even though its registration system is Torrens-based.

This synthesis shows that existing studies tend to rely on particular decisions or on a single set of norms in isolation, namely the SEMA criteria, Article 32 paragraph (2) of PP 24/1997, or case-handling procedures. In the literature the author was able to trace, no study was found that connects the three to answer how legal certainty for buyers is guaranteed when a land transaction is disputed. The novelty of this article lies in an integrated analysis of the principle of legal certainty, the legal risks faced by buyers, and the available dispute resolution mechanisms, with the buyer as the only third party examined. This study is urgent because buyers bear the risk of losing their rights even though they transacted lawfully, while dispute resolution that is often protracted adds to the burden on the parties involved (Puspadewi, 2022). This study aims to analyze the principle of legal certainty in land transactions, the legal problems and risks faced by buyers, and the dispute resolution mechanisms that can guarantee legal certainty for buyers in disputed land transactions.

2. Literature Review

2.1. Legal Certainty Theory

Legal certainty is one of the basic values of law that requires legal norms to be formulated clearly, applied consistently, and to provide predictability for legal subjects. Radbruch (2006) places legal certainty as one of the three fundamental values of law, together with justice and utility. Nevertheless, legal certainty cannot be separated from justice, especially when the application of positive law produces injustice that cannot be tolerated. In line with this thinking, Fuller (1964) put forward eight principles of internal legality, namely the generality of rules, promulgation, the prohibition of retroactivity, clarity, consistency, the possibility of compliance, stability, and congruence between the rules as announced and their administration. From the perspective of Indonesian law, Apeldoorn (1993) and Mertokusumo (2007) also emphasize the importance of the

measurability and predictability of law so that people can understand the legal consequences of their actions.

In this study, legal certainty theory is used to analyze the legal protection of good-faith land buyers through three aspects. First, certainty of norms, namely the clarity and harmonization of the regulation of the transfer of land rights and of the protection of good-faith buyers in the Basic Agrarian Law (UUPA), the Civil Code (KUHPerdata), Government Regulation Number 24 of 1997 on Land Registration, and Supreme Court Circular Letter Number 4 of 2016. This aspect refers to the principles of clarity and consistency of norms put forward by Fuller (1964). Second, certainty in the application of law, namely the consistency of court considerations and decisions in assessing the legal position of good-faith land buyers, especially when an ownership conflict occurs or a legal defect is found in the seller's right. This aspect relates to the principle of congruence between norms and their implementation. Third, substantive justice, namely the assessment of the law's ability to provide proportionate protection to buyers who have met the standard of prudence and acted in good faith. The last aspect is based on Radbruch's (2006) thinking that legal certainty needs to be placed in a balanced relationship with justice. These three aspects serve as the analytical basis for assessing whether the regulation and application of law have provided adequate protection for good-faith land buyers.

2.2. Legal Protection Theory

Legal protection theory is used to explain the forms and mechanisms of protection that the law provides to legal subjects in defending their lawful rights and interests. Hadjon (1987) distinguishes legal protection into two forms, namely preventive and repressive protection. Preventive protection gives legal subjects the opportunity to file objections or express their opinions before a decision takes definitive form. This form of protection is oriented toward preventing violations of rights and the emergence of disputes. Repressive protection, meanwhile, is directed at dispute resolution or the restoration of rights through legal mechanisms after a violation has occurred. This thinking is in line with the view of Rahardjo (2000), who positions legal protection as an effort to provide shelter for human rights that have been harmed by the actions of others.

In the context of the transfer of land rights, preventive legal protection relates to mechanisms aimed at reducing the risk of ownership disputes. Its forms include examining the physical and juridical data of the land, carrying out the procedure for transferring rights in accordance with statutory provisions, land registration, and the role of the Land Deed Official (PPAT) in ensuring that transaction requirements are met. These mechanisms are important because buyers are required not only to satisfy the formal procedures of sale and purchase, but also to show prudence in examining the status of the object and the authority of the party transferring the right.

Repressive legal protection, in turn, relates to dispute resolution through judicial institutions, including the judge's assessment of the validity of the transfer of rights, the position of the parties, and the fulfillment of the criteria for a good-faith buyer. This protection is needed when the administrative procedures and the precautionary measures taken by the buyer have not been able to prevent a dispute from arising. Therefore, legal protection theory in this study is used to assess the adequacy of preventive mechanisms in preventing land disputes and the effectiveness of repressive mechanisms in providing certainty and restoration of rights to good-faith buyers. This distinction also serves as an analytical framework for examining legal protection before and after a dispute occurs.

2.3. The Doctrine of the Good-Faith Buyer (Bona Fide Purchaser)

The doctrine of the good-faith buyer (bona fide purchaser) is the conceptual foundation for assessing the eligibility for legal protection of a buyer who acquires a right without knowing of any legal defect in the right of the party transferring it. In the context of land sales and purchases, good

faith is not sufficiently understood as the buyer's subjective ignorance of the legal problems attached to the object of the transaction. Good faith must also be assessed on the basis of the buyer's concrete actions in fulfilling the sale and purchase procedures, examining the status of the land, and ensuring the seller's authority. Relevant normative bases include, among others, Article 1338 paragraph (3) of the Civil Code on the performance of agreements in good faith and Article 531 of the Civil Code on possession in good faith, as discussed by Subekti (2005).

The protection of good-faith buyers confronts the principle of *nemo plus iuris*, namely the principle that a person cannot transfer more rights than he or she possesses. Under this principle, a transaction carried out by a party who lacks authority or does not hold a valid right in principle raises a question about the validity of the transfer of the right. This condition presents a legal problem when a buyer has transacted in a reasonable manner and satisfied the applicable procedures, but it is later discovered that the seller's right contains a legal defect. Therefore, applying the good-faith buyer doctrine requires an assessment of the balance between protecting the lawful right holder and the interests of a buyer who has performed the duty of prudence.

In the Indonesian land registration system, which according to Harsono (2008) adopts a negative publication system with a positive element, the existence of a land certificate does not automatically rule out a claim from a party asserting a stronger right. Nevertheless, Article 32 paragraph (2) of Government Regulation Number 24 of 1997 provides certain protection to certificate holders if the requirements set out in that provision are met, including the lawful issuance of the certificate, acquisition of the land in good faith, actual possession, and the absence of a written objection or lawsuit within the five-year period stipulated in that article. Thus, this provision cannot be interpreted as automatic protection for every certificate holder, but must be applied on the basis of the fulfillment of all relevant legal requirements. Sumardjono (2001) emphasizes the importance of the principle of prudence in ensuring the effectiveness of legal protection for land buyers.

Supreme Court Circular Letter Number 4 of 2016, particularly Civil Chamber Formulation point 4, provides guidance on the criteria for a good-faith buyer that should be considered in resolving civil disputes. These criteria include the fulfillment of lawful transaction procedures, including carrying out the sale and purchase through a PPAT in accordance with the applicable provisions, as well as examining the status of the land and the authority of the seller. This guidance affirms that the assessment of good faith is based not only on the buyer's own statement, but also on compliance with legal procedures and demonstrable precautionary measures. In this study, the good-faith buyer doctrine is used to analyze the limits of legal protection for land buyers, the relationship between the validity of a transaction and the certainty of rights, and the consistency of applying the good-faith criteria in resolving land disputes.

3. Methods

3.1. Research Type and Approaches

This study uses normative legal research, namely research that examines legal norms through statutes, doctrine, and other relevant legal sources to answer the legal issues studied (Benuf & Azhar, 2020; Marzuki, 2021). The study uses three approaches, namely the statute approach, the case approach, and the conceptual approach. The statute approach is used to examine the legal provisions governing land registration, the resolution of land cases, and the protection of third-party interests in disputed land transactions. The case approach is used to examine relevant court decisions in order to identify the application of legal norms and the judges' considerations in resolving disputes. The conceptual approach is used to analyze the concepts of legal certainty, legal protection for third parties, and the principle of prudence in land transactions on the basis of relevant doctrines and legal principles (Marzuki, 2021).

3.2. Data Sources

This study uses secondary data obtained through a literature study. In normative legal research, such data are examined through primary, secondary, and tertiary legal materials, which are distinguished by their function and position in supporting legal analysis (Soekanto & Mamudji, 2011).

Primary legal materials consist of statutes that have binding legal force as well as court decisions relevant to the research problem. The statutes examined include People's Consultative Assembly of the Republic of Indonesia Decree Number IX/MPR/2001 on Agrarian Reform and Natural Resource Management; the Civil Code; Law Number 5 of 1960 on the 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. Court decisions are used as primary legal materials insofar as they relate directly to the issue of disputed land transactions and legal protection for third parties.

Secondary legal materials include law books, scientific journal articles, research results, and academic works in the form of undergraduate theses, master's theses, and dissertations that discuss legal certainty, land registration, land dispute resolution, and the protection of third parties. These materials are used to explain, interpret, and develop arguments regarding the primary legal provisions. The use of academic literature also helps place the research problem within the relevant conceptual and doctrinal framework (Benuf & Azhar, 2020; Marzuki, 2021).

Tertiary legal materials include legal dictionaries, language dictionaries, and encyclopedias used to clarify the terminology and concepts found in the primary and secondary legal materials. Their use is limited to sources relevant to the terms and concepts analyzed in the study (Soekanto & Mamudji, 2011).

3.3. Legal Material Collection and Analysis

Legal materials were collected through a literature study by searching statutes, court decisions, law books, scientific journal articles, and other academic sources relevant to the research questions. The legal materials obtained were then inventoried and classified according to type, position, and relevance to the object of the research. The selection of legal materials was carried out by considering the substantive relationship of the sources to legal certainty in disputed land transactions and the protection of third-party interests.

The legal materials were then analyzed qualitatively through legal interpretation and juridical reasoning. The analysis was carried out by examining the substance of statutes, the relationships and consistency among norms, and the legal considerations in relevant court decisions. The results of this examination were linked to doctrine, the principle of legal certainty, and the concept of third-party protection to assess the adequacy of the prevailing legal framework. The results of the analysis are presented descriptively-analytically and used to formulate conclusions and legal arguments in accordance with the research problems (Benuf & Azhar, 2020; Marzuki, 2021).

4. Results and Discussion

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

4.1.1. Definition and Types of Land Disputes

A land dispute is a legal problem that can affect the certainty of land rights and the security of transactions involving land objects. Such problems relate not only to disagreements between parties claiming ownership, but may also involve unclear land parcel boundaries, inconsistencies in

registration data, overlapping certificates, and the validity of the transfer of rights. In land transactions, these conditions have the potential to cause losses to buyers as well as to creditors who accept land as collateral. Therefore, land disputes need to be understood not only according to the form of the disagreement, but also according to the source of the problem, the strength of the evidence of rights, and its legal consequences for the interested parties.

Conceptually, a dispute is a disagreement that develops when differences of view or interest are manifested in the form of a claim against another party. Soekanto (2007) explains that a conflict can develop into a dispute when differences that were previously not openly stated are conveyed through a demand or claim. In the land context, Murad (1991) links disputes over land rights to objections concerning the status, priority, or ownership of a parcel of land. Both views show that land disputes cannot be separated from the existence of competing claims over the same object or right. Saragih et al. (2022) also position land disputes as a complex problem because they relate to legal and social dimensions and to interests in the control of land resources.

Within the framework of Indonesian positive law, the definition of a land dispute can be found in Article 1 point 2 of the 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. That provision defines a land dispute as a land disagreement between individuals, legal entities, or institutions that does not have a broad impact. This definition needs to be distinguished from a land conflict as regulated in Article 1 point 3 of the same regulation, namely a land disagreement that tends to have, or already has, a broad impact. This distinction is vital because not every disagreement over land has the same characteristics and handling consequences. Thus, the identification of a dispute needs to consider the parties in disagreement, the object in question, and the character and scope of the impact of the disagreement (Permen ATR/Kepala BPN Number 21 of 2020).

The complexity of land disputes is also related to the position of land as an economic resource as well as an object that carries social value for the community. Land prices, economic interests, and the connection of land with social identity can increase the intensity of competition over the control of a parcel (Mulyadi & Satino, 2019). Nevertheless, such economic and social factors do not by themselves determine who holds the right as a matter of law. Determining the right still requires examination of the basis of acquisition, the history of possession, physical and juridical data, and the applicable legal provisions. This distinction is necessary so that the social causes of a dispute are not conflated with the legal basis used to determine the validity of a claim.

Based on the characteristics of the object, the source of the disagreement, and the legal interests involved, land disputes can be grouped into several forms. The following classification is an analytical grouping to explain the character of land problems, not a closed list explicitly established in a single statute.

First, land ownership disputes. An ownership dispute occurs when two or more parties assert claims to rights over the same parcel of land. The disagreement may relate to the history of acquisition of the right, inheritance, possession without right, or the transfer of land to more than one party. Hutabarat et al. (2021) discuss ownership disputes as a problem that can arise from differences in perception and claims regarding the status of land possession. From the perspective of agrarian law, the examination of such disputes needs to pay attention to Law Number 5 of 1960 on the Basic Agrarian Principles and Government Regulation Number 24 of 1997 on Land Registration. Registration documents are an important part of proof, but the history of acquisition of the right and other relevant evidence still need to be examined when there are conflicting claims. Maharani's (2025) study of a dispute over uncertified land through Decision Number 30/Pdt.G/2021/PN Ktp juncto Decision Number 18/Pdt/2022/PT Ptk shows the importance of assessing formal evidence, physical possession, and land history in resolving disputes. Thus, the

presence or absence of a certificate must be assessed within the whole chain of evidence, not separately from other legal facts.

Second, land parcel boundary disputes. A boundary dispute arises when the owners or possessors of adjoining parcels do not reach agreement on the location or area of the object constituting each one's right. The disagreement may relate to measurement results, the determination of boundaries, mapping, or inconsistencies between field conditions and land administration data. Government Regulation Number 24 of 1997 on Land Registration is one of the relevant legal bases for examining the collection and maintenance of physical data on land parcels. In transactions, unclear boundaries can cause the object delivered to differ from the object understood or agreed upon by the parties. This risk affects not only buyers but also creditors, because uncertainty about the area and location of the object can affect the valuation of land used as collateral. Therefore, document checks need to be accompanied by verification of physical data and its conformity with field conditions.

Third, *ulayat* (customary communal) land or customary land disputes. A dispute over *ulayat* land can occur when a customary law community asserts a claim over an area based on *ulayat* rights, while another party asserts a right or interest over the same object. Problems may arise from differing understandings of the boundaries of the customary territory, the recognition of the existence of the customary law community, or the use of land without resolving the relevant rights and interests. Article 3 of Law Number 5 of 1960 on the Basic Agrarian Principles provides a framework for recognizing the exercise of *ulayat* rights subject to the conditions stipulated in that provision. Thus, a customary land claim cannot be assessed merely on the basis of individual documents, but needs to be examined with attention to the basis of recognition of the *ulayat* right, the condition of the customary law community concerned, and the applicable legal provisions. For buyers or creditors, this dispute poses a risk if the status, boundaries, or authority of the party transferring or encumbering the land have not been adequately ascertained.

Fourth, disputes over the control of state land. This dispute relates to differing claims about the status or authority over the control of land contested as state land, including disagreements among communities, business entities, and parties that obtain or apply for rights over that land. Physical possession, land use, or certain permits cannot automatically be equated with ownership of, or a right to, land. The assessment of such a dispute must consider the legal status of the object, the basis for the grant of rights if any, the history of possession, and the relevant statutory provisions. In the context of transactions, risk arises when the party transferring the land cannot yet demonstrate adequate legal authority over the object. Therefore, buyers and creditors need to ensure that the status of the land and the authority of the party carrying out the transaction have been examined on the basis of relevant official documents and data.

Fifth, waqf land disputes. A waqf land dispute can arise from disagreements over the waqf status, its management, its use, or claims by other parties against land that has been endowed. Problems may also arise when the heirs of the endower (wakif) assert claims against land that has become the object of a waqf or when there are differences over its designation and management. Law Number 41 of 2004 on Waqf is the primary legal basis that must be used to examine the status and management of waqf property. The assessment of this dispute must pay attention to the waqf status and the provisions on the management and change of designation of waqf property. Land that has been endowed cannot simply be treated as an object of an ordinary transaction without examining its legal status and the restrictions that apply. Therefore, buyers and creditors need to ascertain beforehand whether the land to be transferred or used as collateral has a status that permits such a legal act.

Sixth, disputes arising from the misuse of certificates and inconsistencies in registration data. Such disputes may relate to forgery of documents, the issuance of overlapping certificates, the use of

documents without authority, or inconsistencies between physical data and juridical data. These problems need to be distinguished because each has different characteristics and resolution mechanisms. Double certificates, for example, are not always identical to forgery; their assessment requires examination of the basis for the issuance of each certificate, the history of the right, the measurement data, and the land registration records. Hawani's study of the legal protection of certificate holders in double certificate disputes highlights the connection among overlapping certificates, weaknesses in land administration, and legal uncertainty. Meanwhile, Permadi (2023) discusses the challenges of proof and problems of data integration in Indonesia's land registration system, including in the context of electronic certificates. These findings show that the digitization of documents alone does not automatically eliminate risk if the accuracy, consistency, and updating of data are not assured. Therefore, the examination of a certificate needs to include verification at the land office and an examination of the history and consistency of the data, rather than relying only on the appearance of the document held by the seller.

These six forms of dispute show that legal risk in land transactions is determined not only by the presence or absence of a certificate, but also by the validity of the basis of the right, the clarity of the object, the authority of the party performing the legal act, and the consistency of registration data. This relates to the character of the Indonesian land registration system, which in agrarian law doctrine is understood as a negative publication system containing a positive element. A certificate is strong evidence of the physical and juridical data stated in it, but the system does not rule out proof to the contrary in circumstances justified by law. This framework needs to be read together with Article 19 of Law Number 5 of 1960 and the provisions on the evidentiary force of certificates in Article 32 of Government Regulation Number 24 of 1997. Thus, a certificate is not properly treated as an absolute guarantee that no claim by another party can ever be brought.

This character is also important when legal protection for buyers is compared with protection for creditors. Buyers have an interest in ensuring that the seller has the authority to transfer the right and that the object acquired does not face claims that could disturb their possession or ownership. Meanwhile, creditors who accept land as collateral need to examine the authority of the collateral provider, the status and ranking of the relevant rights, and the fulfillment of the requirements for encumbrance and registration of the security. Accordingly, an adequate examination for a buyer is not always identical to the examination required by a creditor. For the buyer, the main concern lies in the security of acquiring the right, whereas for the creditor, the concern also includes the certainty of the security's standing and the possibility of enforcing the right if the debtor defaults. This difference confirms that the risk of land disputes must be analyzed according to the legal position of the transacting party, not merely according to the type of dispute.

From a comparative perspective, the Torrens system can be used as a point of comparison for assessing the relationship among land registration, the reliability of the register, and the protection of third parties. In systems that apply the Torrens principle, registration occupies a central position in proof and the protection of rights, although the form of protection, the exceptions, and the compensation mechanisms depend on the law of each jurisdiction. This comparison does not mean that the Torrens system can be applied directly to Indonesia without adjustment. Rather, the comparison is useful for identifying matters that need attention in strengthening Indonesia's land registration system, particularly data accuracy, openness of information, correction mechanisms, and protection of parties who act in good faith. This analysis is relevant to explain that the legal certainty of transactions cannot be built through the issuance of certificates alone, but also through the quality of registration governance and the effectiveness of dispute resolution.

Based on this description, land disputes need to be analyzed as a problem that connects the status of rights, the quality of land administration, proof, and the protection of third parties. Previous research on disputes over uncertified land, double certificates, and the challenges of proof in the

registration system shows that land problems do not stop at determining the type of dispute, but also concern how the rights and interests of the transacting parties are protected when competing claims arise. Therefore, the classification of disputes in this study serves as the basis for analyzing the legal risks faced by buyers and creditors and for assessing the adequacy of the available legal mechanisms in providing certainty and protection for land transactions.

4.1.2. Legal Risks for Third Parties in Disputed Transactions

A land sale and purchase transaction gives rise to legal problems when the object of the transaction is still in dispute or another party asserts an ownership claim. The existence of a certificate in the seller's name does not always eliminate this risk because the buyer may face lawsuits, uncertainty about the status of the right, or problems with the title basis (*alas hak*) underlying the issuance of the certificate. In determining the positions of the owner and the buyer, it is necessary to distinguish among the validity of the right to land, the validity of the transfer of the right, and the legal protection of good-faith buyers. The criteria for the first right holder put forward by Panjaitan (2020) need to be placed carefully because the status of first right holder is not identical to the position of a good-faith buyer. Therefore, buyer protection needs to be analyzed on the basis of land law provisions, the procedure for transferring rights, and circumstances showing whether the buyer carried out a proper examination before the transaction.

The legal framework for protecting land buyers is regulated, among others, in Law Number 5 of 1960 on the Basic Agrarian Principles, Government Regulation Number 24 of 1997 on Land Registration, and Government Regulation Number 18 of 2021 insofar as relevant to the problems examined. Article 32 paragraph (1) of Government Regulation Number 24 of 1997 places the certificate as strong evidence of the physical and juridical data insofar as it conforms to the measurement letter and land book, while paragraph (2) sets certain requirements for the protection of certificate holders who acquire land in good faith and possess it in actual fact. In addition, Supreme Court Circular Letter Number 4 of 2016 provides guidance on the criteria for a good-faith buyer, including compliance with transaction procedures and prudence in examining the land object. These provisions show that buyer protection is determined not only by the possession of documents, but also by the process of acquiring the right and the fulfillment of the applicable legal requirements. Thus, the existence of a dispute does not automatically cause the deed of sale and purchase to be void or the buyer's right to lose legal protection; the assessment must consider the validity of the title basis, the transfer process, and the evidence submitted by the parties.

The risks of land transactions can arise in the form of uncertainty of ownership, annulment of the transfer of rights, third-party lawsuits, financial loss, and restrictions on land use. These risks are interrelated, but have different legal consequences. Double certificates, for example, may indicate a problem in the physical or juridical data, but the existence of two certificates does not by itself determine which party holds the stronger right. Likewise, losses suffered by a buyer as a result of transaction costs, tax payments, or construction on disputed land do not automatically give rise to a right to compensation without a clear basis of liability. In the context of dispute resolution, Permen ATR/BPN Number 21 of 2020 on the Handling and Resolution of Land Cases distinguishes among land disputes, conflicts, and cases. Administrative handling by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency needs to be distinguished from resolution through the courts, because administrative resolution does not always at the same time determine all of the parties' civil legal relationships.

The determination of the dispute resolution forum also depends on the nature and main claim of the suit. Article 55 of Law Number 5 of 1986 on the State Administrative Court, as amended, provides a 90-day period for filing a lawsuit, the calculation of which must be adjusted to the provisions of procedural law and the position of the plaintiff. This period cannot be applied generally to all land disputes. Disputes that challenge land administration decisions need to be distinguished

from civil disputes over ownership or the validity of the transfer of rights, so that the jurisdiction of the court must be determined on the basis of the object and grounds of the suit. Previous research on double certificates, including the study by Kapahang et al. (2025), has discussed the causes and mechanisms of dispute resolution through litigation and non-litigation channels. However, the issue that needs further study is how the protection of good-faith buyers is applied when a transaction has been carried out in accordance with procedure but a claim by another party subsequently arises. Thus, the analysis does not stop at the causes and resolution of disputes, but assesses the adequacy of legal protection for parties who acquire land through transactions.

The effectiveness of such protection is also affected by obstacles in land administration practice, including the quality and updating of data, inconsistencies among documents, and the potential for abuse of the registration process by land mafias. Digitization through electronic certificates can support efficiency and data tracing, but does not by itself guarantee the material truth of information if the underlying data used are not yet accurate. Dewi and Susantio (2024) discuss the use of electronic certificates in efforts to improve administrative efficiency and prevent land mafia practices, while Pasca and Triadi (2025) examine the application of Jurisprudence Number 5/Yur/Pdt/2018 to the problem of double certificates. These studies are relevant for assessing the relationship between the reliability of land administration and protection through the courts. In addition, comparison with the Torrens system in Australia can be used to evaluate the position of registration as a basis for certainty of rights, while paying attention to differences in the legal basis and protection mechanisms in each jurisdiction. The Torrens system cannot immediately be regarded as superior in all respects, but it can serve as a comparator for examining the relationship among the strength of registration, the protection of good-faith parties, and recovery mechanisms when administrative errors occur.

The protection of buyers also needs to be distinguished from the protection of creditors who accept land as collateral. Buyers acquire rights through a transaction transferring rights, whereas creditors have an interest based on a debt relationship and, if legal requirements are met, a security right over the land. Therefore, the assessment of good-faith buyers focuses on the validity of the transaction, prudence, and the circumstances at the time the land was acquired, whereas the protection of creditors requires examination of the validity of the encumbrance and registration of the security right and its legal standing. Based on these issues, this study needs to assess whether Indonesia's land law framework has provided adequate protection to third parties when a dispute occurs after a transaction, taking into account statutory provisions, considerations in court decisions, administrative obstacles, and comparison with other land registration systems. This analysis is expected to clarify the limits of protection for buyers and creditors and to identify aspects of regulation and legal application that still need strengthening.

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

Legal certainty can be understood as the clarity of legal norms that serve as guidance for the community so that erroneous interpretation can be avoided. Legal protection, meanwhile, is an effort to protect individuals from harmful actions by those in power that conflict with the applicable provisions, while ensuring that everyone can enjoy their rights lawfully (Arif & Sukirno, 2024). Legal certainty and legal protection are closely related because the clarity and consistency of norms form the basis for the recognition and protection of individual rights. Apeldoorn (1978) explains that legal certainty includes the clarity of rules in a case and the guarantee of legal protection for the community. Therefore, every individual seeking justice has the right to know the applicable provisions and to obtain adequate protection in legal proceedings (Julyano & Sulistyawan, 2019).

Legal certainty is an important element of a legal system, especially in the application of written regulations. Wantu (2026) states that law that does not provide certainty will lose its function

as a guide for the community. Such certainty demands norms that are clear, consistent, and applicable so that people have a reference for their conduct (Halilah & Arif, 2021). Otto (2012) also emphasizes that the effectiveness of law in creating certainty needs to take into account the social values developing in society and the alignment between norms and their implementation. In practice, legal certainty depends not only on the clarity of regulations, but also on the consistency of law enforcement by the competent authorities (Azisah, 2024). This principle becomes relevant in land law relations because uncertainty about ownership status can give rise to disputes, hinder transactions, and reduce public trust in the legal system.

Land has an important position in human life because it relates to economic needs, social needs, and housing (Suarti, 2019). As development increases in various sectors, land also has increasingly strategic economic value, so it often becomes the object of transactions and transfers of rights. In practice, sale and purchase is one of the forms of transfer of land rights frequently carried out by the community. Such transactions can be carried out through a deed made by a Land Deed Official (PPAT) in accordance with legal provisions or, in certain practices, through a private (under-the-hand) agreement, which has its own problems in terms of proof and registration (Nayoan, 2024).

Therefore, a land transaction cannot be assessed merely on the basis of the parties' economic agreement, but must also pay attention to the validity of the seller's right, the procedure for transferring the right, and the possible interests of other parties in the same object.

Article 1457 of the Civil Code defines sale and purchase as an agreement in which one party binds itself to deliver a thing and the other party to pay the agreed price. The validity of such an agreement must satisfy the conditions in Article 1320 of the Civil Code, namely consent, capacity, a certain object, and a lawful cause. However, the fulfillment of the conditions of an agreement does not by itself guarantee that the right to the land that is the object of the transaction is free from dispute. The validity of the contractual relationship needs to be distinguished from the validity of the seller's right to the land being transferred. A transaction may satisfy the requirements of an agreement but still face a lawsuit if there is another ownership claim, an inconsistency in registration data, or a defect in the history of acquisition of the right. Thus, third-party protection needs to be assessed not only on the basis of the validity of the sale and purchase agreement, but also through an examination of the status of the right to the land, the history of transfers, and the reliability of the available land data.

In the Indonesian land law system, Law Number 5 of 1960 on the Basic Agrarian Principles (UUPA) is the main foundation for regulating the control, use, and ownership of land to achieve social justice (Anastasia et al., 2024). One of the purposes of conducting land registration is to provide legal certainty regarding rights to land. Article 19 paragraph (1) of the UUPA mandates the implementation of land registration throughout Indonesia. Such registration is directed at providing legal certainty through the recording of physical and juridical data on land parcels and the rights attached to them (Frederik et al., 2024). In this context, the land certificate has an important position as evidence of rights to land, Apriani & Bur (2021) explain the importance of certificates in providing legal certainty and protection to right holders. Nevertheless, the existence of a certificate cannot be understood as an absolute guarantee that the land cannot become the object of a dispute, especially when there are data inconsistencies or conflicting ownership claims.

Article 32 paragraph (1) of Government Regulation Number 24 of 1997 on Land Registration affirms that a certificate is a letter evidencing a right that applies as strong evidence of the physical and juridical data stated in it, insofar as the data conform to the measurement letter and land book concerned. This provision shows the character of the publication system of Indonesian land registration, which is often understood as a negative publication system containing a positive element. This means that registration provides important evidentiary force, but does not

automatically rule out claims from a party who can prove a stronger right in accordance with legal provisions. This character creates problems when a third party has acquired land on the basis of a certificate formally issued by the competent authority but subsequently faces an ownership claim from another party. In such circumstances, the legal issue concerns not only the existence of the certificate, but also the relationship among the evidentiary force of the certificate, the history of acquisition of the right, and the protection of parties who acquire land in good faith. The discussion of the publication system of land registration needs to be directed at the balance between protecting certificate holders and the rights of other parties who have a lawful basis of ownership.

This limitation becomes even more visible in cases of double certificates or overlapping land registration data. Such problems may relate to inaccuracy of physical and juridical data, inconsistency in the history of transfers of rights, or weak integration of land data. When two parties hold certificates referring to the same parcel, the existence of official documents alone is not sufficient to resolve the dispute. The assessment must consider the origin of the right, the order of acquisition, the registration history, and evidence showing the good faith of each party. Thus, double certificates cannot immediately be regarded as proof that one of the certificate holders acted fraudulently; the matter must be examined on the basis of the available facts and evidence. This condition shows that third-party protection depends on the quality of land administration, the accuracy of historical data, and the effectiveness of dispute resolution mechanisms. Improved data integration, examination of the history of rights, and administrative accountability are important parts of strengthening legal certainty in land transactions.

Legal protection in land sale and purchase transactions can take the form of preventive and repressive protection. Preventive protection aims to prevent disputes from arising, whereas repressive protection is provided through resolution mechanisms once a dispute has occurred, including through judicial proceedings (Lubis & Lubis, 2008).

One form of preventive protection is found in Article 37 paragraph (1) of Government Regulation Number 24 of 1997, which provides that the transfer of land rights through sale and purchase, exchange, grant, contribution to a company, and other legal acts of transfer of rights, except transfers through auction, may in principle be registered only if evidenced by a deed made by a competent PPAT in accordance with the applicable provisions. This provision aims to provide evidence that can be used in the registration process and to reduce the risk of disputes over the occurrence of a transfer of rights. Sakti & Budhisulistyawati (2020) emphasize the importance of formal procedures in land transactions to provide protection to the parties and to support the orderly recording of changes of rights.

In addition to ensuring the procedure for transferring rights, prospective buyers need to examine ownership documents, the conformity of the right holder's identity, the history of acquisition, and the legal status of the land parcel before completing the transaction. Article 1491 of the Civil Code provides the basis for the seller's obligation to guarantee peaceful and undisturbed possession and to bear hidden defects in the thing sold in accordance with the applicable provisions. In land transactions, examination of the certificate and of data at the land office is part of the prudence of the prospective buyer. Sakti and Budhisulistyawati (2020) also discuss the importance of protection for buyers through the fulfillment of procedures and the examination of the transaction object. However, administrative examination still needs to be understood as one form of prudence, not as a guarantee that all risk of dispute can be eliminated. Where there are indications of a dispute, inconsistent data, or a claim by another party, the prospective buyer needs to investigate the matter before proceeding with the transaction.

The protection of good-faith third parties needs to be distinguished according to their legal position. A buyer acquires land through a transfer of rights, whereas a creditor generally has an interest in the land as security for repayment of a debt, for example through the imposition of a

Mortgage Right (*Hak Tanggungan*). Therefore, the legal interests and risks faced by the two parties are not entirely the same. A buyer needs to ensure the validity of the acquisition of the right and show that the transaction was carried out with adequate prudence. A creditor, meanwhile, needs to examine the debtor's status of right, the conformity of registration data, and the fulfillment of the requirements for imposing security in accordance with Law Number 4 of 1996 on Mortgage Rights over Land and Objects Related to Land. In both situations, the certificate is an important document, but it does not replace the obligation to carry out the relevant examination. This distinction is important because protection that focuses only on buyers does not fully explain the position of creditors when the collateral object subsequently becomes disputed owing to an ownership claim or a problem with the basis of the right to the land.

The effectiveness of protection for good-faith buyers must also be assessed on the basis of practical obstacles in land administration. These obstacles may take the form of incomplete historical archives, inconsistent registration data, difficulty in tracing the chain of transfers of rights, and the possible involvement of land mafia networks in forging documents or manipulating the transfer process. The existence of such risks does not mean that every certificate dispute is caused by administrative irregularities, but shows the need to distinguish lawful ownership disputes from fraud and recording errors. Supreme Court Circular Letter Number 4 of 2016 contains guidance on the criteria for a good-faith buyer that should be considered in assessing cases. This guidance is relevant for assessing compliance with the procedures for acquiring rights and the prudence of the buyer. Nevertheless, the effectiveness of protection still depends on the availability of accurate land information, the ability to identify competing claims before a transaction, and the consistency of the assessment of evidence in judicial proceedings. Thus, third-party protection requires integration among legal rules, the quality of administration, and effective dispute resolution mechanisms.

A comparison with the Torrens land registration system can be used to clarify the character of protection in the Indonesian system. In the Torrens system, registration generally provides stronger protection for recorded rights, although the scope of protection and its exceptions depend on the law in each jurisdiction. By contrast, Indonesia's negative publication system containing a positive element still leaves open the possibility of testing a registered right where there is evidence supporting another claim in accordance with legal provisions. This comparison does not mean that the Torrens system completely eliminates disputes or can be applied directly in Indonesia without adjustment. Rather, the comparison helps to identify policy choices regarding the balance between certainty for registered right holders and protection for those who lawfully hold rights to land. In the Indonesian context, strengthening data accuracy, examining the history of rights, and applying consistent standards of prudence can be important steps to improve legal certainty without disregarding the rights of lawful owners.

Based on this description, the main problem of third-party protection in land sale and purchase disputes lies not only in the existence of regulations governing registration and the transfer of rights, but also in the legal system's ability to provide protection when evidence of ownership conflicts. This study needs to assess the relationship among the evidentiary force of the certificate, the principle of good faith, the procedure for examination before a transaction, and dispute resolution mechanisms. The analysis also needs to pay attention to the differing interests of buyers and creditors and to the limitations of land administration that can affect legal certainty. With such an approach, the discussion does not stop at describing statutory provisions, but evaluates the extent to which those provisions are able to protect third parties effectively and which parts still require strengthening in Indonesian land law practice.

4.3. Dispute Resolution Mechanisms in Guaranteeing Legal Certainty

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.

4.3.1. 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. Thus, 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.

4.3.2. 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).

To achieve justice and legal certainty for the disputing parties, land disputes must be resolved through the judicial body that has jurisdiction over the substance of the case. District Courts, in principle, handle civil disputes over ownership of land rights, whereas the State Administrative Court (PTUN) has the authority to examine disputes concerning the validity of land administration decisions in accordance with applicable law. Ari et al. (2023) identified differences in jurisdiction between District Courts and the PTUN in adjudicating disputes over land that has already been certified. These differences are important to consider in cases of double certificates, because the same disputed object may give rise to legal issues of differing character. Sa'diyah and Aminah (2024), through an analysis of District Court Decision Number 134/Pdt.G/2019/PN Amb, discussed the resolution of disputes over land with double certificates through the general courts, while Alghifari et al. (2021) examined the resolution of similar disputes through PTUN Serang Decision Number 54/G/2016/PTUN-SRG. Both studies show the importance of considering the substance of the claims and the object of the dispute before determining the forum for resolving the case (Ari et al., 2023; Sa'diyah & Aminah, 2024; Alghifari et al., 2021).

In resolving disputes over double certificates, the legal issues concern not only determining which party holds the rights to the land, but may also involve the validity of the issuance of the certificates and the enforcement of court decisions. Da Cruz and Sulistyarini (2025) discussed problems in enforcing PTUN decisions in disputes over overlapping land certificates, particularly the obstacles faced in enforcement by government administrative bodies or officials. Meanwhile, Remaja (2021) examined the authority of the PTUN in resolving disputes over double certificates. These studies affirm that resolving land disputes requires distinguishing between the aspect of rights ownership and the administrative aspect of certificate issuance. In addition, the application of the time limit for filing a PTUN claim needs to be examined by considering the provisions of procedural law and the characteristics of the case submitted. Accordingly, determining court jurisdiction and fulfilling procedural requirements are important parts of achieving legal protection and legal certainty for the parties (Da Cruz & Sulistyarini, 2025; Remaja, 2021).

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. Thus, 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.

5. Conclusion

This study concludes that legal protection for third parties in disputed land transactions in Indonesia remains dependent on the interaction between the evidentiary strength of land certificates, the validity of the underlying title, and the legal assessment of good faith. Under Indonesia's land registration framework, a certificate constitutes strong evidence of land rights but does not provide absolute immunity from competing ownership claims. Consequently, third parties may still face legal uncertainty even when a transaction has been formally documented. The central issue is therefore not merely the availability of legal provisions, but the extent to which the existing framework can reconcile the protection of registered rights with the legitimate claims of other parties. The legal position of purchasers must also be distinguished from that of creditors, whose interests generally concern the validity and enforceability of security rights over land.

These findings indicate that strengthening legal certainty requires more than formal compliance with land registration procedures. Improvements in the accuracy and integration of land records, verification of ownership histories, and consistent application of good-faith standards are necessary to reduce disputes arising from overlapping claims and deficiencies in land administration. This study is limited to a normative analysis of the applicable legal framework and does not empirically examine the implementation of these rules by land authorities or the consistency of judicial decisions in individual cases. Future research should examine court judgments and administrative practices to see how legal protection works in disputes over duplicate certificates, competing ownership claims, and creditors holding land as collateral. This would help evaluate how effective current legal mechanisms are and identify reforms that improve legal certainty while protecting legitimate landowners and good-faith third parties.

5.1. Conflict of Interest Statement

No conflict of interest exists in this paper.

5.2. Author Contributions

N.N.: Conceptualization, Investigation, Formal Analysis, Visualization, Writing – Original Draft.
A.U.: Methodology, Validation, Supervision, Project Administration, Writing – Review & Editing.
S.N.: Data Curation, Resources.

5.3. Funding Statement

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5.5. Ethical Approval

This article does not contain any studies with human participants performed by the authors.

5.6. Data Availability

This study did not generate or analyze new datasets. It is normative legal research based on library research, and all legal materials used (legislation, international legal instruments, court decisions, and scholarly literature) are publicly available and cited in the reference list.

5.7. Declaration of Generative AI and AI-assisted Technologies

During the preparation of this manuscript, the authors used Claude Sonnet 5.5 (Anthropic) to improve language and grammar. The authors reviewed and edited all AI-generated output for accuracy, clarity, and academic standards, and take full responsibility for the content of this manuscript.

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