



The application of cancellation provisions for land grant deeds made without the consent of the legitimate owner in court decisions

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Abstract

Land grant disputes within families represent a common type of land conflict in Indonesia, often involving violations of civil law principles, particularly the legal requirements for the validity of agreements and deeds. This study explores in detail the application of legal provisions for the cancellation of land grant deeds made without the consent of the legitimate owner, based on the case study of the Jantho Sharia Court Decision Number 395/Pdt.G/2023/MS.Jth. The case reveals procedural and substantive irregularities in the preparation of the grant deed, where land documents entrusted to a family member were misused to produce a fraudulent deed without the knowledge or approval of the rightful owner.

This research employs a normative legal method and a case approach by analyzing the legal basis for grants under the Indonesian Civil Code (KUHPer), the Compilation of Islamic Law (KHI), and legal theories on contract validity and cancellation. The findings indicate that a court may declare a grant deed null and void if there are fundamental formal and/or material defects, such as the absence of the grantor, forged signatures, or abuse of trust. Furthermore, the judge affirmed that fabricating a deed constitutes an unlawful act.

The cancellation ruling restores the land ownership to the rightful owner and provides legal protection to the victims of the abuse. This study highlights the importance of applying the principle of prudence in land rights transfers and the need for strict legal enforcement against invalidly issued deeds. The discussion in this journal aims to serve as both an academic and practical reference in handling similar cases in the future, as well as to strengthen the legal position of rightful owners against administrative and familial legal deviations.

Keywords: Cancellation, deed of grant, land

Introduction

A grant (*hibah*) is a form of agreement governed by Indonesian civil law under Article 1666 of the Indonesian Civil Code (KUHPerdata), which defines a grant as an agreement in which a grantor transfers an object free of charge to another party during their lifetime, and the recipient accepts the grant. Although unilateral in nature, grants require the recipient's consent for the agreement to be legally valid. Furthermore, Article 1682 of the Civil Code stipulates that a grant is only valid if made through a notarial deed or an authentic deed, which functions as formal evidence and provides legal protection for the parties involved.

In practice, issues often arise when grant deeds are made without meeting legal requirements, whether formally or materially. A common issue is when the grant deed is prepared without the knowledge or presence of the grantor or is based on forged documents to manipulate the deed process. Such conduct violates the principle of good faith in civil law and may also constitute an unlawful act ("*onrechtmatige daad*") as regulated in Article 1365 of the Civil Code.

The case examined in this journal, case number 395/Pdt.G/2023/MS.Jth, is a clear example of abuse of trust within a family that impacts the legal status of land ownership. Land legally acquired during marriage through purchase was later made the object of a grant without the legitimate owner's consent. Allegations of identity and signature forgery and manipulation of land administration by unauthorized parties further complicated the case. This

legal conflict not only harmed the landowner but also disrupted land administration and land rights protection.

This study aims to explain how the law regulates the mechanism for canceling invalid grant deeds and how these legal norms are applied in judicial practice, particularly in protecting the rights of legitimate landowners.

Research Method

This study is a normative legal research using a statutory and case approach. Primary data were obtained from the Jantho Sharia Court Decision No. 395/Pdt.G/2023/MS.Jth, while secondary data were sourced from legal literature, including the Indonesian Civil Code, the Compilation of Islamic Law (KHI), and civil law theories on grants, unlawful acts, and deed cancellation. A qualitative approach was used to analyze legal reasoning and judicial arguments.

Research Results

Case Background: Jantho Sharia Court Decision No. 395/Pdt.G/2023/MS.Jth

The dispute arose from a family conflict over land lawfully acquired through a purchase by a married couple (Plaintiffs I and II). The land documents were entrusted to the eldest daughter (Defendant I) for safekeeping but were misused to issue a fraudulent grant deed claiming that the land had been granted entirely to Defendant I. In reality, no such consent or grant had been made by the rightful owners.

The court found that the grant deed was made without the presence or signature of the landowners and even included forged signatures of other siblings. The judges at the Jantho

Sharia Court declared Grant Deed No. 232/2013 legally invalid and void, as it was based on false statements and lacked the consent of the rightful parties. They further ruled that the actions of Defendant II (Defendant I's brother-in-law), who orchestrated the deed, constituted an unlawful act. Defendant I's courtroom confession that she had only been allowed to occupy the land—not granted ownership—was considered valid evidence under Article 1925 of the Civil Code. The judges concluded that the deed lacked both formal and substantive legal elements as required under the Civil Code and KHI.

Legal Findings from Case Analysis

1. The disputed land was jointly acquired by the plaintiffs in 1997, supported by a legal sale and purchase deed.
2. The documents were entrusted to Defendant I but later handed over without permission to Defendant II, who misused them.
3. Defendant II manipulated the documents to obtain Ownership Certificate No. 43 under Plaintiff I's name and fabricated Grant Deed No. 232/2013 in favor of Defendant I.
4. The landowners and their children were unaware of this process; names of Plaintiffs IV and V were listed as if they consented, though they never signed anything.
5. In court, Defendant I admitted to never formally receiving the land as a grant.
6. The Land Deed Official (PPAT), Defendant III, testified that the deed was made based on the false information that Defendant II was the biological child of the plaintiffs.

Based on these facts, the judges concluded that the grant deed was unlawfully created, violating both procedural and substantive legal provisions, and must be annulled.

Case Analysis According to Applicable Law

1. **Validity of the Deed (Formal and Material Requirements)**
Under Article 1320 of the Civil Code, the validity of an agreement requires: (a) consent of the parties; (b) legal capacity; (c) a definite subject matter; and (d) a lawful cause. The absence of consent from the rightful landowners means the grant deed lacks validity and is therefore legally defective.
2. **Cancellation Based on Civil Code**
According to Article 1682 of the Civil Code, a grant must be made through an authentic deed. A deed made without the grantor's presence and signature is contrary to this provision and may be declared void.
3. **Unlawful Act (Tort)**
Under Article 1365 of the Civil Code, "Any unlawful act that causes harm to another obligates the wrongdoer to compensate for the damage." Defendant II's actions in falsifying the deed and providing false information to the PPAT constitute a tortious act causing loss to the plaintiffs.
4. **Provisions in the Compilation of Islamic Law (KHI)**
Article 210 of the KHI requires that a grant must be accompanied by the actual transfer of the object. A grant may be revoked if the grantee neglects duties toward the

grantor. In this case, since the grant never occurred, the legal transfer of rights never took place.

5. Legal Evidence

Defendant I's confession in court is valid evidence under Article 1925 of the Civil Code and Articles 174–176 of the HIR. The judge relied on this confession as proof that the grant deed had no valid legal basis.

6. Role and Responsibility of the PPAT

According to Ministerial Regulation of ATR/BPN No. 2 of 2018, PPATs must verify the identity and authority of the parties. In this case, the PPAT (Defendant III) acknowledged a mistake in relying on false information, which may be categorized as an administrative violation.

Conclusion

The Jantho Sharia Court Decision No. 395/Pdt.G/2023/MS.J th affirms that a land grant deed made without the consent and involvement of the legitimate owner is legally invalid and void. The fabrication of such deeds without the grantor's free will constitutes a legal violation that can be canceled through court proceedings. This decision underscores the importance of prudence, formal and substantive validity, and protection of ownership rights in any land rights transfer process. This study also demonstrates that canceling such fraudulent deeds is a step toward upholding justice and legal certainty.

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