

## The legal status of a land sale and purchase deed involving duplicate land certificates declared invalid by a court judgment

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DOI: <https://doi.org/10.66856/ijl.2026.12.2.12214>

### Abstract

The existence of duplicate land title certificates gives rise to legal issues concerning the legal status of a Land Sale and Purchase Deed (AJB) executed before a Land Deed Official (PPAT). This issue frequently becomes the subject of litigation, in which the AJB serves as the legal basis for claims arising from disputes over duplicate land title certificates. One of the principal functions of an AJB executed by a PPAT is to serve as documentary evidence in the event of a legal dispute. However, when a court judgment declares an AJB invalid and devoid of legal effect, questions inevitably arise regarding the legal status of the AJB executed under the authority of the PPAT.

**Keywords:** Legal status, land sale and purchase deed (AJB), duplicate land title certificates, court judgment

### Introduction

Humans and land have an inseparable, ongoing relationship. Within the scope of agrarian law, the function of land for human life gives rise to various land rights, which can be granted to and held by individuals, either individually or jointly with other individuals or legal entities. The existence of these land rights authorizes the rights holder to use the land or benefit from it within certain limits. In addition, the rights to land owned by the person or legal entity in question must have legal certainty.

The form of legal protection provided by the government as a guarantee of legal certainty for holders or owners of land rights is the holding of land registration carried out by the National Land Agency (BPN). This protection and legal certainty are concretely realized by the provision of certificates that can be used as strong evidence for holders or owners of land rights. Therefore, the role of Land Deed Making Officials (PPAT) is required to be involved in the registration and/or transfer of land rights. In this case, PPAT plays a very important role in the implementation of land registration, where PPATs prepare deeds regarding legal acts of transfer of rights as the basis for land registration at the BPN. Therefore, every PPAT Deed must be made in accordance with the legal provisions and regulations governing the position of PPATs in order to have optimal legal force, guarantee legal certainty for the parties, and minimize the potential for disputes or legal losses in the future.<sup>[1]</sup>

The authority and main duties of the PPAT have been determined in Article 2 (1) of the PP PJPPAT, namely: "The main duty of the PPAT is to carry out some land registration activities by making deeds as evidence that certain legal acts have been carried out regarding land rights or ownership rights to apartment units, which will be used as the basis for registering changes to land registration data resulting from these legal acts." Furthermore, regarding what legal act are referred to in paragraph (1) above, this can be seen in Article 2 (2), such as buying and selling, gifts and so on.

The demand for PPAT services is currently increasing because legal entities desire and require their legal actions to have legal certainty and complete evidentiary force. This requires precision, accuracy, and precision from PPATs, not only in the administrative techniques of deed preparation, but also in the application of various legal provisions contained in the deed to the parties, as well as the ability to master land affairs specifically and law in general.<sup>[2]</sup> PPATs are expected to possess sufficiently broad and in-depth knowledge and skills to be reliable in designing, compiling, and producing various authentic deeds.<sup>[3]</sup>

The PP PJPPAT and the PPAT Code of Ethic serve as guideline for PPATs in providing services and assistance to the public in the civil sector, particularly in the preparation of authentic deeds related to land. PPATs, as public officials authorized by the state, are responsible for ensuring that all legal actions contained in authentic deeds are carried out in accordance with applicable laws and regulations, and for ensuring that all parties involved clearly understand the contents and consequences of the deed.<sup>[4]</sup> A PPAT's compliance with established provisions is crucial for producing an authentic deed.

One legal act requiring the services of a PPAT is a sale and purchase. According to Article 1457 of the Civil Code (KUHPerdara), a sale and purchase is an agreement in which one party binds themselves to deliver an object, and the other party to pay the agreed price. However, in the context of agrarian law, a land sale and purchase is not simply a matter of mutual agreement; it must be documented in an authentic deed prepared by a PPAT.<sup>[5]</sup>

The requirement to use a PPAT deed for the transfer of land rights is stipulated in Article 37 (1) of PP No.24 of 1997 concerning Land Registration. This provision emphasizes that the transfer of land rights or ownership rights to condominium units through sale and purchase, exchange, gift, investment into a company, and other legal acts of transfer of rights, other than transfer of rights through auction, can only be registered if evidenced by a deed drawn up by an authorized PPAT in accordance with statutory

provisions. Therefore, the existence of a deed of transfer of rights drawn up by a PPAT is an absolute requirement in the process of transferring land rights.<sup>[6]</sup>

This view aligns with Subekti's opinion, which states that every legal act that makes land the object of the agreement must be documented in a PPAT deed to ensure legal certainty.<sup>[7]</sup> Thus, this provision further emphasizes the position of the AJB as a legal instrument linking civil legal acts with the land administration mechanisms administered by the state.<sup>[8]</sup>

Before executing a deed concerning the transfer or encumbrance of land rights, the PPAT is required to conduct a preliminary verification with the BPN to confirm that the information contained in the relevant land title certificate corresponds to the official land registration records maintained by the BPN. This verification is carried out by presenting the original land title certificate for examination.<sup>[9]</sup> The Deed of AJB concerning land rights, including ownership rights to condominium units, is executed by the PPAT after the parties have reached a mutual agreement, whereby the seller agrees to transfer the land rights and the buyer agrees to acquire them.<sup>[10]</sup> The execution and signing of the AJB before the PPAT constitute formal evidence that the sale and purchase transaction has been legally completed, indicating that the seller has received the agreed purchase price and that the buyer has acquired the corresponding rights over the land or condominium unit.

From a philosophical standpoint, the execution of a deed by the PPAT is intended to ensure legal certainty in relation to legal acts performed by the parties, particularly those involving the transfer or encumbrance of land rights and ownership rights to condominium units. Such legal certainty encompasses the following aspects:

- a. The moment the legal act occurred;
- b. Certainty regarding the legal subject (the parties involved);
- c. Certainty regarding the legal object (the goods or property (fixed property in the form of land) that is the subject of the agreement), including the area, location, boundaries, witnesses, and the name of the Land Deed Official (PPAT) where the deed was drawn up.<sup>[11]</sup>

AJB executed before a PPAT constitutes authentic evidence of the sale and purchase transaction and may be relied upon in the event of future legal disputes to establish that the transfer of rights has lawfully occurred. In addition, the AJB functions as the legal basis for registering the transfer of ownership rights with the BPN, thereby enabling the official recording of the change in ownership.<sup>[12]</sup> Accordingly, the AJB performs a dual function, serving not only as an instrument of proof in civil law but also as an essential administrative document within Indonesia's land registration system.<sup>[13]</sup>

Consequently, the execution of an AJB and the subsequent registration of the transfer of rights at the Land Office provide legal certainty and legal protection for the acquirer by formally recognizing and recording the new rights holder. Furthermore, the registration process ensures the availability of accurate land registration information, thereby facilitating access for interested parties to obtain legal and administrative data concerning registered land parcels and condominium units

The legal certainty of the AJB has become a significant concern in Indonesian land law, particularly due to the increasing number of judicial disputes concerning the transfer of land rights through sale and purchase transactions. As an authentic deed executed by a PPAT, the AJB is presumed to be legally valid and is issued under the authority and responsibility of the PPAT.<sup>[14]</sup> Nevertheless, its legal validity may be challenged when the underlying transaction is disputed or when defects are identified in the legal status of the land concerned.

One illustration of this issue can be found in Decision No.12/Pdt.G/2025/PN-Bna rendered by the Banda Aceh District Court. In that case, the Plaintiff asserted ownership of the disputed land on the basis of Land Ownership Certificate No.324 of 1982. In contrast, Defendant I argued that the disputed property had been lawfully acquired through a sale and purchase transaction with Defendant II, as evidenced by AJB No.20 of 2013 executed before Defendant IV, acting as the PPAT, concerning Land Ownership Certificate No.679 of 1993 registered in the name of Defendant II. During the proceedings, it was established that the disputed parcel was subject to two overlapping Land Ownership Certificates (SHM), both issued by Defendant III, namely the Banda Aceh BPN.

After examining the parties' submissions, witness testimonies, documentary evidence, and the facts established during the trial, the Panel of Judges held that Land Ownership Certificate No.324 of 1982 registered in the name of the Plaintiff was legally valid and remained binding. Conversely, Land Ownership Certificate Number 679, which was originally registered in the name of Defendant II and subsequently transferred to Defendant I in 2013, was declared invalid and without legal force. Consequently, the Panel also declared AJB No.20 of 2013 executed by Defendant IV, in his capacity as PPAT, to be invalid and devoid of legal effect.

The declaration by the Panel of Judges that the AJB, which constituted the legal basis of the disputed transaction, was invalid and without legal effect raises significant concerns regarding the legal protection expected by parties who rely on the services of a PPAT. Individuals engaging a PPAT generally expect that the deed executed before the authorized official will provide legal certainty and safeguard the validity of their intended legal transaction. In this regard, the role of the PPAT extends beyond merely documenting the agreement between the parties. The PPAT is also responsible for ensuring that all substantive and procedural legal requirements governing the sale and purchase of land have been fulfilled, thereby supporting the legal certainty of the transfer of rights. This responsibility is particularly important given the complexity of legal transactions involving the transfer of land rights.<sup>[16]</sup>

The existence of overlapping land ownership certificates in the present case further raises questions concerning the legal status of the AJB executed by the PPAT in the exercise of his or her statutory authority.<sup>[17]</sup>

Nevertheless, when a court declares an AJB invalid and without legal effect, the deed may be regarded as having legal defects that undermine its evidentiary value and legal consequences. Such a judicial determination creates uncertainty regarding the legal status of the AJB, particularly for purchasers of land and other parties who have relied in good faith on the services of the PPAT. As a result, those parties may suffer legal prejudice or even lose

the rights acquired through the transaction. Although one of the principal functions of an AJB is to serve as authentic evidence in the event of a legal dispute, a judicial decision invalidating the deed inevitably calls into question the legal authority and evidentiary standing of the AJB as an authentic instrument executed within the official competence of the PPAT.

When a AJB is declared invalid and has no legal force by a panel of judges, it can be interpreted that the AJB contains legal defects. In this case, the legal standing of the AJB as an object that is sued in court becomes unclear for buyers of land rights or users of PPAT services, because they can be harmed or lose their rights. As has been explained, one of the functions of the AJB made by the PPAT is as evidence in the event of a dispute, however, against a court decision that declares a AJB invalid, the legal standing of the AJB which is under the authority of the PPAT will be questioned. Based on the description of the problems above, it is interesting for the author to conduct further research on "The Legal Status of a Land Sale and Purchase Deed Involving Duplicate Land Certificates Declared Invalid by a Court Judgment".

### Research Methods

This research employs empirical juridical research, which examines the operation and implementation of law within society. According to Abdulkadir Muhammad, empirical legal research does not primarily rely on written positive law, such as statutory regulations, as its principal source of data. Instead, it emphasizes empirical facts in the form of actual human behavior obtained through field research. Such behavior reflects legal practices that develop within society and may be manifested in judicial decisions, customary norms, or other social practices that evolve in response to societal needs.<sup>[18]</sup>

The research adopts a socio-legal approach, which seeks to examine law within its social context by explaining, relating, evaluating, and critically assessing the functioning of formal legal norms in society.<sup>[19]</sup> Under this approach, law is understood not merely as a normative system but also as a social phenomenon, whereby the conduct of individuals and institutions is analyzed in relation to the applicable legal framework.<sup>[20]</sup>

The research is based on both primary and secondary data. Primary data as the main data in this research was obtained in the field, where in conducting research to obtain primary data, in-depth interviews were conducted with respondents and informants. Secondary data were collected through library research by reviewing statutory regulations, legal literature, scholarly publications, court decisions, and other documentary sources relevant to the research topic.<sup>[21]</sup>

The collected data were analyzed using a qualitative approach. This method produces descriptive-analytical findings by systematically interpreting information obtained from respondents, both in written and oral form, together with observable social practices as an integrated whole. Qualitative analysis is intended not only to identify and explain legal phenomena but also to develop a comprehensive understanding of the legal realities underlying those phenomena. Accordingly, the findings of this study are presented through descriptive and analytical explanations of both the research subjects and the object of the study based on the empirical evidence gathered during the research process.

## Result and Discussion

### 1. Legal Certainty in Land Sale and Purchase Deeds with Dual Certificates

Legal certainty is a principle that is highly valued and upheld for every individual without discrimination. The presence of appropriate state institutions and regulations to address various societal issues is one of the efforts that must be undertaken to ensure legal certainty. Therefore, in every aspect of social life, legal certainty is a crucial element in achieving social order.

The foregoing discussion demonstrates that legal certainty in the land sector constitutes a fundamental element in ensuring the protection of land rights. As previously explained, PPATs are vested with statutory authority to execute authentic deeds relating to transactions involving land rights. In performing this public function, PPATs are expected to exercise the principle of prudence to preserve the authenticity, validity, and legal reliability of every deed they execute. Within the context of the transfer of land rights, the PPAT performs a crucial role by preparing the AJB, which serves as authentic written evidence that a lawful transfer of rights has taken place between the parties. Nevertheless, before a transfer of land rights through a sale and purchase transaction may be formally executed, the underlying agreement must first satisfy the four essential requirements for a valid contract as prescribed in Article 1320 KUHPerdata:

1. Agreement from the binding parties: both parties agree to make a written agreement for the sale and purchase before the PPAT makes the deed.
2. Capacity to enter into a contract: the parties involved in the land sale and purchase agreement must be legally mature, of sound mind, and not under guardianship.
3. Certainty: everything related to the land being sold and the terms of the agreement must be stated in the deed of sale and purchase, such as the land area, location, land certificate, and the rights and obligations of the parties.
4. A lawful cause: the contents of the agreement in the deed of sale and purchase must be based on the wishes of the parties and not contrary to the law.

According to Ahmadi Miru', a new agreement is legally binding and has legal consequences if it meets the requirements stipulated in Article 1320 KUHPerdata.<sup>[23]</sup> The above requirements serve as one of the bases for a PPAT to assess whether a sale and purchase deed can be drawn up.

A AJB executed by a PPAT constitutes an authentic deed within the meaning of Article 1868 KUHPerdata. As an authentic instrument, its execution must strictly comply with the legal requirements and procedural standards prescribed by the applicable laws and regulations, which are binding upon every PPAT. Given the legal authority vested in the PPAT and the responsibilities attached to that office, the PPAT's function extends beyond merely facilitating land administration. Rather, the PPAT plays a pivotal role in safeguarding legal certainty and providing legal protection in every transaction involving the transfer of land rights.<sup>[24]</sup> The steps a PPAT must follow when drafting a sale and purchase deed, based on an interview with Notary/PPAT Nadia, are:

1. Reviewing and verifying the required documents;
2. Checking the land certificate;
3. Paying taxes;
4. Signing the deed;
5. Numbering the deed.<sup>[25]</sup>

Based on an interview with Notary/PPAT Muhammad Zaki, he explained that there are three (3) aspects of authenticity for a deed drawn up by a PPAT as a public official:

1. **Constating**, meaning that to conduct a legal act of buying or selling land, the parties must appear before the PPAT with all the necessary administrative requirements.
2. **Qualifying**, meaning that the PPAT checks and examines the administrative documents submitted by the parties.
3. **Constituting**, meaning that after all administrative documents have been checked and confirmed as authentic, the PPAT documents them into a deed of sale. This stage covers the process from drafting the deed of sale to signing, which is then numbered.<sup>[26]</sup>

The legal certainty of a deed of sale and purchase drawn up by a PPAT concerns the validity of the legal act that has been executed, namely the sale and purchase of land rights. A land deed of sale and purchase is a form of authentic deed that holds a crucial position in the legal system because it guarantees the validity and legal certainty of the sale and purchase transaction and the transfer of land ownership rights. Therefore, it is understandable that the legal certainty contained in a deed of sale and purchase drawn up by a PPAT includes the recording of the legal act, certainty regarding the legal subjects (the parties involved), and certainty regarding the legal object of the sale and purchase. The evidentiary power of a deed of sale and purchase is also part of legal certainty, as an authentic deed is inherently complete and binding. This position places an authentic deed as self-proving evidence, thus providing a higher level of legal certainty than other written evidence.<sup>[27]</sup> There are three levels of evidentiary power of an authentic deed:<sup>[28]</sup>

1. **External power**, meaning it is demonstrated by the deed itself without needing to be compared with other evidence, and is therefore considered valid as an authentic deed.
2. **Formal power**, meaning the events or facts recorded by the PPAT and disclosed by the parties are in accordance with the provisions for issuing the deed.
3. **Material power**, meaning every information or statement provided and recorded by the PPAT in the deed is considered true.

Based on an interview with Ilyas Ismail (a lecturer at the Faculty of Law at Syiah Kuala University), he explained that if a deed of sale and purchase complies with the applicable requirements and procedures, it must be considered strong evidence. If any issues arise, the process must first be proven. Furthermore, for land rights deed of sale and purchase that are suspected of having duplicate certificates, a court decision declaring the certificates duplicate must first be proven. After that, it can be concluded that there is no legal certainty regarding the certificate for the land plot because there are two certificates with the same rights status.<sup>[29]</sup>

The concept of legal certainty in land sale and purchase deeds drawn up by PPAT can be threatened by the existence of duplicate certificates. If it is later discovered that the sale and purchase deed was based on one of the certificates, which turns out to be a duplicate, the legal certainty of the deed will be questioned. In the context of duplicate certificates, the issues that arise are not only about fulfilling

the subjective and objective requirements of the agreement, but also related to the object of the sale and purchase, which turns out to be legally problematic.<sup>[30]</sup> The existence of these duplicate certificates can lead to invalidity in the deed.

The discovery of two or more land title certificates with different legal subjects for the same land also seriously impacts the evidentiary power of the deed, weakening its validity as written evidence. An authentic deed can lose its value if its content or basis for creation contradicts the law. This issue of duplicate certificates ultimately has the potential to create legal uncertainty regarding the deed of sale and purchase of land rights. The provisions for the transfer of land rights, as explained above, can only be registered if evidenced by a deed of sale and purchase drawn up by a PPAT. However, the transfer of ownership rights is hampered by disputes over duplicate certificates. The purpose of a deed of sale and purchase by a PPAT is to register the land so that a valid land certificate can be issued for the sale and purchase transaction. The main objectives of land registration under the UUPA are as follows:

1. **Creating legal certainty regarding land ownership status**, because by having a valid and registered land certificate, landowners can prove their rights related to that land ownership.
2. **Protecting the rights of stakeholders**, such as landowners, land rights holders, or other parties with interests in the land.
3. **Encouraging investment and development**, in this case, the legal certainty provided by land registration can increase investor confidence in investing in development projects.
4. **Spatial planning and land use control**, because by having accurate data on land ownership and use, the government can plan regional development needs appropriately.
5. **Land dispute prevention** can be minimized or resolved more easily through clear legal processes.
6. **The government's efforts to create legal certainty by regulating land use** are expected to support sustainable development and public welfare.<sup>[31]</sup>

All of the objectives of land registration cannot be achieved if there are ongoing disputes over multiple certificates, as they affect matters related to the land itself. Legal uncertainty due to duplicate certificates certainly causes losses. One of the parties most affected is the well-intentioned land buyer. In this case, the buyer has carried out the land purchase procedure or transaction in accordance with legal provisions, but then a third party appears and claims ownership of the same land with a different certificate.

According to Notary/PPAT Mrs. Erlina, if the deed of sale and purchase is prepared in accordance with the established procedures and provisions, such as evidence of a clear and clean land certificate inspection, then the transfer of land rights is valid, and the legal certainty of the deed of sale remains. Meanwhile, to resolve disputes over duplicate certificates, a judge must decide which of the two or more certificates is valid. The buyer, as the injured party, can demand accountability from the seller. Due to the consequences of the deed of sale and purchase, if the buyer is unable to transfer the title to the land certificate, the seller is obligated to return the payment already paid.<sup>[32]</sup>

Therefore, it is crucial for PPAT to comply with legal procedures and provisions when drafting a deed of sale and purchase. This is because the legal certainty of a land deed is assessed based on its procedural compliance. When all stages of drafting a deed of sale and purchase have been completed and complied with by the PPAT, the transfer of land rights is valid and legally certain. If it is later discovered that there are duplicate certificates for the land, leading to questions about its legal certainty, the panel of judges can decide whether the deed of sale and purchase is valid. In this case, until a court decision is issued, even though the legal certainty of the deed of sale and purchase could potentially be obscured, the deed of sale and purchase remains valid until a court decision is issued.

## **2. The Impact of Duplicate Certificates on the Validity of Land Deeds in Court Decisions**

Duplicate certificate disputes can potentially affect the validity of land deed of sale and purchase drawn up by PPATs. Conflicting rights due to these duplicate certificates create conflict, requiring legal resolution that can provide justice and certainty for all parties involved. The validity of a deed of sale and purchase is determined by the compliance with the legal procedures followed by the PPAT in drafting the deed. If the land certificate used as the basis for the sale and purchase agreement is found to have a double certificate, the panel of judges can decide whether the deed is valid or invalid. The final outcome of a dispute resolution through the courts or litigation is a decision declaring a win-lose solution.<sup>[33]</sup>

One of the mandatory procedures for the PPAT before drafting a sale and purchase deed is to verify or reconcile the certificate data with the BPN. This is to determine whether the land rights to be transferred are problematic. If there are no issues, the BPN will issue a stamp certifying that the data on the certificate matches the records in the land register.<sup>[34]</sup> This procedure is crucial because if the certificate is problematic, the BPN will issue a Land Registration Certificate (SKPT). Therefore, the land issue must be resolved first, before the PPAT can issue the sale and purchase deed. This is also the case for issues with duplicate certificates, which must be resolved by deciding which is the valid land certificate.

In disputes over duplicate certificates, the sale and purchase deed is often used as the basis for a lawsuit to prove its validity. If the court declares the sale and purchase deed invalid and has no legal force, the legal status of the land, which was originally transferred to the buyer, is legally deemed never to have been transferred.<sup>[35]</sup> If a deed of sale is declared invalid by a judge, the decision must be complied with and implemented by the relevant PPAT.

In agrarian law, the principle of priority of rights (*prior tempore potior jure*) is recognized, meaning that whoever obtains the rights first takes precedence. This principle can be further found in the Supreme Court of the Republic of Indonesia Jurisprudence Number 5/Yur/Pdt/2018, which states: "If there are multiple certificates for the same land, both of which are equally authentic, the strongest evidence of title is the certificate issued earlier." Generally, in disputes over duplicate certificates, this jurisprudence will be used by the panel of judges as legal considerations before making a decision. However, it is possible that a more recently issued certificate could also be ruled valid by the

judge over the earlier certificate. This is because all judges' decisions are the result of the evidentiary process in court.

Based on an interview with Banda Aceh District Court Judge Rahma Novatiana, S.H., she explained that the panel of judges' considerations in deciding cases involving sales deeds with duplicate certificates include, in addition to considering which certificate is older, the panel of judges also considers the origin of the land, the legal basis for the land, the origin of the land purchase, the basis for the certificate's issuance, and the validity of the sales deed. Typically, in court, there will be interrelated documentary evidence and witness statements, and these factors will be considered by the panel of judges in deciding the case. In this case, the more recently issued certificate could win, as as the trial progresses, with stronger evidence presented, a stronger legal basis, and stronger legal facts, there is a possibility that the holder of the more recent certificate will prevail. Therefore, although the panel of judges will consider which certificate was issued first, it does not preclude the possibility of considering the legal basis and other supporting evidence.<sup>[36]</sup>

Proof is the presentation of legally valid evidence to the judge examining a case in order to establish the truth of the alleged events.<sup>[37]</sup> In a trial, not only is the plaintiff required to prove the grounds of their lawsuit, but the defendant must also provide evidence when rebutting those grounds. The judge has the authority to impose on the parties the burden of presenting evidence in the fairest manner possible.<sup>[38]</sup>

The burden of proof is not always fixed and is influenced by various factors, such as:<sup>[39]</sup>

1. The type of claim or fact in dispute in the case.
2. The standard of proof required in a particular case.
3. Applicable law and the jurisdiction where the trial takes place may have different rules and principles in determining the burden of proof.
4. The principle of fairness and equality, which means the court will strive to ensure that the burden of proof is applied fairly and equally to all parties.
5. The judge's legal considerations in making a decision regarding the burden of proof based on the facts and law in the case.

This applies to the validity of a sale and purchase deed challenged in court due to the presence of duplicate certificates. Evidence is required from the parties to the case before a judge can issue a decision regarding the validity of the sale and purchase deed. The influence of duplicate certificates on the validity of the sale and purchase deed in court decisions is apparent from the moment the panel of judges decides the case, as each decision has legal consequences. If a deed of sale and purchase is declared invalid and has no legal force, it loses its evidentiary power as an authentic deed and is no longer legally binding. It can be likened to a piece of paper containing only plain writing, as it has no legal consequences and is not binding on anyone.

Notary/PPAT Mr. Muhammad Zaki, explained the validity of a deed of sale and purchase that serves as the basis for a lawsuit filed with the court due to the discovery of a duplicate certificate. As long as the parties cannot prove the validity of the deed, it remains valid because the PPAT has gone through the prescribed procedures, ensuring legal certainty when a final and binding court decision is issued.<sup>[40]</sup> If the AJB is declared valid by the judge, it

remains valid and legally binding. Conversely, if the deed of sale and purchase is declared invalid, it is null and void. A final and binding court decision carries binding legal consequences for the disputing parties and the status of the disputed object.<sup>[41]</sup>

In case No.12/Pdt.G/2025/PN Bna, it is known that the main issue of the dispute between the parties is regarding the existence of Unlawful Acts alleged by the Plaintiff committed by the Defendants in relation to a plot of land that the Plaintiff claims as his property with evidence of Ownership Certificate No.324 in the name of the Plaintiff issued by the Head of the Agrarian Office in 1982, but the land belonging to the Plaintiff was fenced by Defendant I around the end of 2023 so that it was only later discovered by the Plaintiff that the land belonging to the Plaintiff was claimed ownership by Defendant I and the Plaintiff knew that on the land belonging to the Plaintiff, Ownership Certificat No.679 had been issued in the name of Defendant II in 1993, whose ownership rights had been transferred from Defendant II to Defendant I through a sale and purchase in 2013 based on the AJB No.20 of 2013 made by Defendant IV (PPAT). Based on Article 1865 KUHPerdata, "any person claiming to have a right, or pointing to an event to confirm that right or to refute the rights of another person, is obliged to prove the existence of that right or the alleged event." In this case, the parties have a right or have alleged an act to confirm their right, so they are burdened with an equal (balanced) burden of proof. The Plaintiff must prove the basis of their claim, while the Defendants are burdened with proving their counterarguments.

Based on the legal considerations in this case, the Panel of Judges concluded and believed that it had been legally proven that there had never been a transfer of ownership rights from the Plaintiff to the Second Defendant for the disputed land as stated in the 1993 Compensation Certificate. After examining the Plaintiff's signature on the letter and comparing it with other documentary evidence, the Panel of Judges found significant differences.

Furthermore, the examination of Land Ownership Certificate No.679, originally registered in the name of Defendant II and subsequently transferred to Defendant I, together with the corresponding Land Book, revealed that the certificate had been issued as a first registration based on the grant of ownership rights over land directly controlled by the state. The Panel of Judges identified a legal inconsistency because Land Ownership Certificate No.324, registered in the name of the Plaintiff, had likewise been issued through a first registration process arising from the grant of ownership rights over the same state-controlled land.

Accordingly, the existence of two first-registration certificates relating to the same parcel of land was found to be legally incompatible. If Defendant II had legitimately acquired the disputed land from the Plaintiff through a sale and purchase or compensation agreement, the appropriate legal mechanism would have been the transfer of ownership rights by recording a change in the registered owner under Land Ownership Certificate No.324. Instead, a new certificate, namely Land Ownership Certificate No.679, was issued over the same parcel of land, giving rise to overlapping certificates and conflicting claims of ownership. On this basis, the Panel of Judges concluded that the Plaintiff had successfully established the legal basis of the claim concerning ownership of the disputed land.

Conversely, Defendant I and Defendant II failed to substantiate their objections with sufficient legal evidence, and their arguments were therefore rejected.

Therefore, the Panel of Judges declared that Land Ownership Certificate No.679 in the name of Defendant II was legally invalid and not legally binding due to administrative defects in its issuance. This was because the Compensation Certificate used as the basis for the certificate was found to be legally flawed. The logical consequence of the invalidity and non-binding of Defendant II's ownership rights based on Land Ownership Certificate No.679 was that the transfer of ownership rights to the disputed land from Defendant II to Defendant I based on AJB No.20 of 2013 drawn up by Defendant IV (PPAT) was legally invalid and also not legally binding.

Based on the aforementioned dual certificate dispute, during the evidentiary process at trial, it was discovered that one of the land certificates contained administrative defects, which also served as the basis for the deed of sale and purchase. This naturally has legal implications for the transfer of ownership of the disputed land, as the transfer was carried out by someone other than the person entitled to the disputed land. The panel of judges' decision declared the legally flawed land title certificate invalid and without legal force. Consequently, the transfer of ownership, which already had a deed of sale, was also invalid and without legal force.

Therefore, the validity or invalidity of a sale and purchase deed due to a dispute over duplicate certificates must be proven by the parties in court. Legal facts proven through valid evidence during the trial serve as the basis for the judge's decision. It could be argued that the effect of duplicate certificates on the validity of a sale and purchase deed before a court decision is doubtful, thus questioning the legal certainty of its validity. However, during this period, it must still be considered valid because it cannot be proven. Once the case goes to court and is decided by a judge, the evidence regarding the validity of the sale and purchase deed due to the duplicate certificates becomes clear and legally certain, whether the judge decides it is valid or invalid.

## **Conclusion**

The validity and legal certainty of a sale and purchase deed depend on compliance with and adherence to the procedures for its preparation. However, the existence of duplicate certificates can create a flaw in the validity of the sale and purchase deed, weakening its evidentiary force as written evidence, and raising doubts about its validity, thus questioning its legal certainty. Until a court decision has been issued, even if the legal certainty of the sale and purchase deed is potentially unclear, it must still be considered valid. After a decision is issued, whether the judge determines it valid or invalid, it provides legal certainty.

## **Suggestions and Recommendations**

PPAT is advised to always comply with legal procedures and provisions when drafting a sale and purchase deed, as the legal certainty of a land sale and purchase deed is assessed based on compliance with and adherence to procedures.

PPAT and the BPN are advised to consistently apply the principle of prudence to ensure legal certainty for land

ownership, thereby only resulting in intended legal consequences, rather than unintended ones.

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