

LEGAL REVIEW OF THE REFUND PROCEDURE IN CASES OF FAILURE TO PAY A LAND SALE-PURCHASE DEED IN A LAWSUIT ORIGIN OF DEBT AND RECEIVABLE (Court Decision Study Number: 760/Pdt.G/2023/PN.Mdn)

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Abstract

The land sale and purchase deed serves as authentic evidence in business transactions protected by civil law, as regulated in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, which states that this deed is the basis for registering the transfer of rights at the Land Office. However, in practice, disputes often occur due to a lack of clarity in the agreement, violation of the agreement, or one of the parties failing to fulfill its obligations. In the case of Decision No. 760/Pdt.G/2023/PN.Mdn, the dispute arose when the plaintiff requested a refund for a land sale and purchase transaction that initially involved debts and land certificate guarantees. This case is important to analyze, especially in the context of civil law regarding the formal and substantive requirements of civil lawsuits. The formulation of the problem in this study is What is the legal procedure for refunding funds in cases of default on land sale and purchase deeds, What are the legal considerations of the court in assessing the lawsuit filed by the plaintiff, Is the judge's decision in Decision No. 760/Pdt.G/2023/PN.Mdn has provided adequate legal protection for the parties involved. This research was conducted using a descriptive approach with qualitative methods with a normative juridical research type based on secondary data sources taken from case studies of court decisions and laws with analysis using related legal materials. The results of the study indicate that the plaintiff's claim in this case is declared vague (*obscuur libel*) because the *posita* and *petitum* are unclear, and there is a lack of written evidence supporting the plaintiff's claim. The Panel of Judges also stated that there was an error in determining the defendant (*error in persona*), so the lawsuit does not meet the formal requirements. To avoid this, the lawsuit must be drafted with a clear *posita* and *petitum*, supported by strong evidence, and addressed to the appropriate defendant. By fulfilling the formal and substantive requirements, the lawsuit can be deemed not vague and has a chance of being accepted in court.

Keywords: *Refunds, Default, Land Sale and Purchase Deed, Debt- Accounts receivable*

BACKGROUND

Land sale and purchase is a form of contract in civil law that requires legal certainty. Land as an object of sale and purchase has high economic value and is an important asset for both individuals and legal entities. Therefore, every land sale and purchase transaction must meet applicable legal requirements to provide protection for the parties involved. The land sale and purchase deed prepared by the Land Deed Making Officer (PPAT) has an important position as authentic evidence in the transfer of land rights. This is emphasized in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, which states that the land sale and purchase deed serves as the basis for registering the transfer of rights at the Land Office. With this deed, legal certainty for the seller and buyer can be guaranteed, and it can prevent disputes that may arise in the future. However, in practice, land sales often involve more than just a simple transaction between the seller and buyer, but also additional agreements such as debts secured by land certificates. In civil law, debt-receivable relationships are regulated by Article 1233 of the Civil Code, which states that obligations arise from agreements or laws. Land certificates are often used as collateral to secure the repayment of debtors' obligations to creditors. If one party fails to fulfill its obligations, disputes often arise, either in the form of requests for refunds or the return of land rights. This problem becomes more complex when the agreement between the parties is not clearly written or there are differing interpretations of the agreement's contents. One example of a dispute in a land sale and purchase

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accompanied by a debt agreement can be found in Decision No. 760/Pdt.G/2023/PN.Mdn. In this case, the plaintiff (Rosmiati) sued the defendant (PT. Musa Group) to request a refund for a land sale and purchase transaction linked to a debt agreement. Initially, the plaintiff submitted a land certificate as collateral for a debt of Rp. 100,000,000. However, when the plaintiff failed to repay the debt, she requested a repurchase of the land. Because no agreement was reached between the two parties, the plaintiff changed her claim to a request for a refund. The Panel of Judges in its final decision stated that the plaintiff's claim was obscure (*obscur libel*) because the *posita* and *petitum* submitted were unclear and there was an error in determining the defendant (*error in persona*). Vague lawsuits have serious consequences for the parties involved in the trial. Besides harming the plaintiff by having their lawsuit rejected, they also waste the court's time and resources. In civil procedural law, every lawsuit must meet formal and substantive requirements. Formal requirements include administrative completeness, clarity of the *posita* (proposition), and *petitum* (petition), while substantive requirements relate to the legal basis and evidence presented. Failure to meet these requirements will result in the lawsuit being inadmissible, as was the case in this case. Furthermore, this case raises several important legal questions. First, how should the legal procedure for restitution be carried out in the context of a land sale involving a debt agreement? Second, does the plaintiff's lawsuit truly reflect their rights, or are there weaknesses in its drafting? Third, are the legal considerations used by the judge in deciding this case in accordance with the principle of fair legal protection for the parties involved?

Considering the complexity of these issues, this study aims to analyze in-depth the proper legal procedures for reimbursement of funds related to land sales involving debts. Furthermore, this study will critically examine the formal and substantive requirements for drafting a civil lawsuit and the legal considerations used by judges in deciding such cases. Therefore, this study is expected to provide more comprehensive insight into the importance of legal clarity in land sales transactions, particularly in the context of disputes involving debts. Furthermore, this research is expected to provide recommendations for parties facing similar disputes on how to prepare stronger and more effective lawsuits. In practice, many disputes can be avoided if agreements are made from the outset with clear provisions and set out in a legally valid written form. Therefore, this research not only has academic value in the development of legal science but also practical benefits for legal practitioners, academics, and the general public dealing with land sales and related legal issues. On the other hand, technological developments and digitalization in the legal field can also provide solutions to prevent disputes related to land sales and debts. Digitizing land sale deeds and the use of electronic signatures can increase the security and validity of transactions. Furthermore, implementing a blockchain system for registering land rights can minimize the risk of disputes, as recorded transactions cannot be unilaterally altered. With these innovations, it is hoped that land sale dispute resolution will be more effective and transparent in the future. Finally, it is crucial for stakeholders, including the government, notaries, and Land Deed Officials (PPAT), to provide legal education to the public so they understand the importance of clarity in land sale and purchase agreements and the legal implications of additional agreements, such as debt agreements. This education can be provided through seminars, workshops, or outreach programs on the importance of valid legal documents and the legal consequences of breaches. This way, the public can be more cautious in land sale and purchase transactions and avoid future legal disputes.

FORMULATION OF THE PROBLEM

In this article, we discuss the formulation of the problems that will be discussed and resolved in this journal:

1. What is the legal procedure for refunding funds in cases of default on a land sale and purchase deed?
2. How does the court consider a lawsuit for refunds filed based on debts?
3. Is the decision in Decision No. 760/Pdt.G/2023/PN.Mdn provide fair legal protection for both parties?

THEORETICAL BASIS

Understanding Refunds

A refund is a process in which a person or entity returns a sum of money received to the rightful party. In business and civil law, refunds can occur for various reasons, such as the non-conformity of goods or services to the agreement, the cancellation of a transaction, or the presence of hidden defects in the purchased product. This concept is closely related to the principle of fairness in contract law, where each party to an agreement must receive equitable benefits according to the agreement. According to Susanto (2022), refunds are often a key issue in commercial transactions, particularly in sales agreements or electronic transactions. Consumers have the right to request a refund if the goods or services they receive do not match the seller's promises. This right is also supported by legal principles that guarantee consumer protection from harm caused by irresponsible business actors. In a legal context, refunds can be linked to the principle of balance in an agreement, as stipulated in Article 1320 of the Civil

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Code, which stipulates the requirements for a valid agreement, including the existence of mutual agreement and a lawful cause. Furthermore, Article 1365 of the Civil Code also stipulates that any action that harms another party must be compensated, which in this case can take the form of a refund. Law No. 8 of 1999 concerning Consumer Protection explicitly stipulates that consumers have the right to a refund if the goods or services they receive do not meet the agreement. Furthermore, Law No. 11 of 2020 concerning Job Creation also regulates aspects of protecting the rights of consumers and business actors in the context of increasingly evolving economic transactions. With these regulations, consumers have a strong legal basis to demand a refund if they feel they have been harmed by a transaction.

Default

Default is a condition in which an individual or entity is unable to fulfill payment obligations agreed upon in an agreement. This phenomenon often occurs in creditor-debtor relationships, both on an individual and institutional scale. According to Gunawan (2023), default can occur due to various factors, including financial difficulties, mismanagement, changing economic conditions, and even deliberate fraudulent practices by certain parties. From a civil law perspective, default can be categorized as a breach of contract, as stipulated in Article 1238 of the Civil Code. If a debtor fails to fulfill their obligations within the agreed timeframe, the creditor has the right to demand fulfillment through legal channels. In practice, creditors can request a refund, compensation, or even unilaterally terminate the agreement if the debtor fails to demonstrate good faith in fulfilling their financial obligations. At the regulatory level, Law No. 42 of 1999 concerning Fiduciary Guarantees provides legal protection for creditors in executing guarantees in the event of default. Furthermore, Financial Services Authority Regulation (POJK) No. 11/POJK.03/2020 concerning National Economic Stimulus regulates credit restructuring as a measure to mitigate default under certain circumstances, particularly during economic crises.

Land Sale and Purchase Deed

A Deed of Sale and Purchase (AJB) is an official document that serves as legal proof of the transfer of land rights from the seller to the buyer. In land sale and purchase transactions, the AJB plays a crucial role as it serves as the legal basis for the buyer to apply for a transfer of ownership of the land at the Land Office. According to Harsono (2023), an AJB must be drawn up before a Land Deed Official (PPAT) to be legally binding and can be used as evidence in legal disputes regarding land ownership. In Indonesia's land law system, AJB is governed by various regulations, including Law No. 5 of 1960 concerning Basic Agrarian Regulations, which serves as the legal basis for land ownership. Furthermore, Government Regulation No. 24 of 1997 concerning Land Registration regulates the procedures for preparing and recording land sale and purchase deeds, ensuring legal certainty for both buyers and sellers. Minister of ATR/BPN Regulation No. 16 of 2021 concerning Land Registration also provides further guidance on the administrative processes related to land transactions. In practice, the AJB is one of the primary documents used to protect the rights of parties involved in a land transaction and avoid potential future disputes.

Debts and receivables

Debt is a legal relationship that occurs when one party lends money to another party with the obligation to repay it within a specified time period. From a legal perspective, a debt-receivable relationship is a reciprocal agreement, in which the lender has the right to demand repayment of the loan, while the borrower has the obligation to repay the money according to the agreed terms. According to Prasetyo (2022), a debt agreement must fulfill the elements of agreement, a specific object, and a valid cause as stipulated in Article 1320 of the Civil Code. Furthermore, Article 1754 of the Civil Code defines a debt agreement as a form of loan agreement that requires the debtor to repay the borrowed amount in the same form. In the context of banking and business, debts often involve the use of collateral to provide certainty for creditors in collecting their debts. Law No. 4 of 1996 concerning Mortgages provides the legal basis for creditors to use land and buildings as collateral for debt. Meanwhile, Law No. 10 of 1998 concerning Banking regulates bank loans and creditor protection in financial transactions. With these regulations, the debt system in Indonesia has a clear legal basis to protect the interests of both parties involved.

RESEARCH METHODS

The research method used in this study is an empirical legal research method, an approach that examines law as it is applied in reality. This research is descriptive in nature, aiming to provide a clear and systematic picture of the application of law in specific cases. This method not only presents data but also analyzes the relationship

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between legal norms and existing reality. The type of data used is secondary data, including court decision file No. 760/Pdt.G/2023/PN.Mdn, law books, recent legal research journals, and other relevant literature. This secondary data provides a theoretical and empirical basis for the research analysis. Data collection techniques include documentation and literature studies. Documentation studies examine legal documents, particularly court decisions, while literature studies gather information from various legal literature. This approach is expected to significantly contribute to the analysis of the legal issues under study.

RESULTS AND DISCUSSION

1. Legal Procedures for Refunds in Cases of Default in Land Sale and Purchase Deeds

Under Indonesian civil law, repayment of funds in the event of default on a land sale deed must be based on a clear agreement between the parties. If a dispute arises, the following legal procedures can be followed:

- 1) **Non-Litigation Settlement** Before taking a case to court, the aggrieved party can seek deliberation to reach a mutual agreement. If a resolution is not reached, mediation can be used, facilitated by a neutral third party, such as a mediator registered with the local District Court. This mediation aims to find a mutually beneficial solution, either through restitution or other forms of compensation.
- 2) **Filing a Lawsuit to Court** If no agreement is reached during mediation, the aggrieved party may file a civil lawsuit with the District Court, providing evidence supporting their claim. This evidence may include a deed of sale, payment receipts, written agreements, and other relevant evidence, such as written communications between the plaintiff and defendant that demonstrate an agreement regarding the refund.
- 3) **Examination of the Lawsuit by the Court** The court will assess whether the lawsuit meets the formal and material requirements. Formal requirements include ensuring the identity of the parties, the object of the dispute, and the claims made. Material requirements include the existence of a legal relationship between the plaintiff and defendant and sufficient evidence to support the claim. If deficiencies in the formal or material aspects are found, the court may grant the plaintiff the opportunity to amend the lawsuit before proceeding to trial.
- 4) **Court ruling** If the judge deems the lawsuit to have met the requirements, the court will issue a decision, which may include granting the plaintiff's demands or dismissing the lawsuit if a strong legal basis is not found. In this case, the decision may include a refund or other form of compensation in accordance with applicable regulations, such as the transfer of land rights as a means of settling financial obligations.

2. Court Considerations on Refund Lawsuits Filed Based on Debts and Receivables

In case No. 760/Pdt.G/2023/PN.Mdn, the court considered several aspects in deciding the claim for refund based on the debt-receivable relationship, including:

- 1) **Clarity of Posita and Petitum** The Panel of Judges determined that the plaintiff's lawsuit lacked a clear connection between the legal event of the land sale and the demand for repayment. The lack of clarity in the posita's position regarding the relationship between the debts and the demand for repayment served as the basis for the judge to declare the lawsuit vague (*obscur libel*). The court referred to Article 8 of the Rv (*Reglement op de Burgerlijke Rechtsvordering*), which regulates clarity in drafting a lawsuit.
- 2) **Completeness of Evidence:** The lawsuit filed is not supported by sufficient evidence, such as a written agreement regarding the defendant's obligation to return funds to the plaintiff. Without sufficient written evidence, the court cannot validate the plaintiff's claim. In this case, the plaintiff should be able to present witnesses or other written documents to strengthen their legal arguments.
- 3) **Error in Determining the Defendant:** In this case, the plaintiff sued PT. Musa Group, which in reality does not have a valid legal entity status. This error in persona prevents the lawsuit from being processed further because there is no legal responsibility attached to the party being sued. This refers to the provisions of Article 118 HIR, which stipulates that lawsuits must be directed to a legal entity that is legitimate and legally responsible.
- 4) **Principle of Legal Certainty** The judge ruled that a refund can only be ordered if there is a strong legal basis. In this case, the plaintiff was unable to prove that there was a valid agreement regarding the refund, so the lawsuit was dismissed. This serves as an important lesson for any party wishing to file a lawsuit: it is essential to have strong legal evidence and comply with established procedures.

3. Justice in Decision no. 760/Pdt.G/2023/PN.Mdn for Both Parties

The decision issued in this case provides legal protection based on the principle of legal certainty, but still leaves room for debate regarding substantive justice for both parties. The following is an analysis of the justice of the decision:

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- 1) **For the Plaintiff (Rosmiati)** This decision is detrimental to the plaintiff because the lawsuit was rejected due to the unclear posita and petitum and the lack of evidence supporting his claims. However, from a legal perspective, this demonstrates that every lawsuit must be well-formulated and based on valid evidence in order to be granted by the court. If the plaintiff is dissatisfied with this decision, he still has the legal option of filing an appeal with the High Court for further consideration.
- 2) **For the Defendant (PT. Musa Group)** This ruling benefits the defendant, as the lawsuit against him cannot be prosecuted further. However, from a justification standpoint, this ruling fails to delve deeper into whether there is a moral obligation or unwritten agreement requiring the defendant to return the funds. The defendant can use this ruling as a precedent in similar cases in the future, but should also consider a more equitable solution for the plaintiff.
- 3) **Impact on the Legal System** This ruling emphasizes the importance of completeness and clarity when filing a civil lawsuit. Furthermore, it emphasizes that the party being sued must have valid legal status to be held legally accountable. This serves as a lesson for the public to be more careful when drafting land purchase agreements, including explicitly including a refund clause in the legal document.

Overall, Decision No. 760/Pdt.G/2023/PN.Mdn provides legal protection under applicable civil procedures, but it does not necessarily guarantee substantive justice for both parties. Therefore, it is important for plaintiffs to better prepare future lawsuits to ensure their claims are accepted by the court and to consider the aspect of justice in every legal transaction they undertake.

Conclusion

- 1) The legal procedure for reimbursement due to default on a land sale deed must follow a clear mechanism, including non-litigation efforts, filing a lawsuit in court, and thoroughly examining evidence. Legal certainty in this procedure is crucial to protecting the rights of any aggrieved party.
- 2) The court considers the clarity of the posita and petitum, the completeness of the evidence, and the legal status of the defendant before deciding a case. Failure to comply with these requirements can result in a lawsuit being dismissed, so it is important for plaintiffs to understand civil law principles before filing a lawsuit.
- 3) Decision No. 760/Pdt.G/2023/PN.Mdn affirms the principle of legal certainty but still raises questions about substantive justice. Therefore, it is crucial for litigants to prepare their lawsuits well to obtain fairer legal protection and ensure their rights are upheld.

REFERENCES

Book

- Hamzah, Andi. *Hukum Jual Beli Tanah*. Jakarta: Sinar Grafika, 2022.
- Hiariej, Eddy O.S. *Teori dan Hukum Pembuktian*. Jakarta: Pustaka Pelajar, 2022.
- Harsono, Boedi. *Hukum Agraria Indonesia: Sejarah Pembentukan UUPA*. Jakarta: Djambatan, 2023.
- Hartono, Bambang. *Praktik Perdata dalam Sengketa Tanah*. Yogyakarta: Andi, 2023.
- Hadjon, Philipus M. *Perlindungan Hukum bagi Rakyat di Indonesia*. Surabaya: PT Bina Ilmu, 2022.
- Kurniawan, Erwin. *Hukum Agraria dan Sengketa Tanah*. Bandung: Refika Aditama, 2023.
- Muljadi, Kartini. *Hak Atas Tanah dan Peralihannya*. Jakarta: Ghalia Indonesia, 2023.
- Manan, Abdul. *Penerapan Hukum Acara Perdata di Pengadilan*. Jakarta: Kencana, 2023.
- Parlindungan, A.P. *Komentar atas Peraturan Pemerintah tentang Pendaftaran Tanah*. Bandung: Mandar Maju, 2022.
- Prodjodikoro, Wirjono. *Hukum Acara Perdata di Indonesia*. Bandung: Refika Aditama, 2021.
- Rukmantara, T. Arie. *Aspek Hukum dalam Jual Beli Tanah*. Jakarta: RajaGrafindo Persada, 2023.
- Satrio, J. *Hukum Perikatan: Perikatan yang Lahir dari Undang-Undang*. Bandung: Citra Aditya Bakti, 2021.
- Subekti. *Hukum Perjanjian*. Jakarta: Intermasa, 2021.
- Sidharta, Arief. *Perlindungan Hukum terhadap Hak atas Tanah*. Jakarta: Kencana, 2023.
- Santoso, Agus. *Transaksi Properti dan Pengaturan Hukumnya*. Bandung: Alumni, 2022.
- Sumardjono, Maria S.W. *Kebijakan Pertanahan: Antara Regulasi dan Implementasi*. Jakarta: Gramedia, 2023.
- Syahputra, Ridwan. *Teori Perikatan dalam Hukum Perdata*. Yogyakarta: Andi, 2022.
- Sugianto, Fajar. *Dasar-Dasar Hukum Perdata*. Bandung: Pustaka Setia, 2021.
- Satrio, J. *Hukum Kontrak dan Penafsiran dalam Hukum Perdata*. Jakarta: Alumni, 2022.
- Supriadi. *Hukum Agraria: Suatu Tinjauan Komprehensif*. Bandung: Citra Aditya Bakti, 2023.

Undang-Undang

Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah.

SEMA No. 6 Tahun 1994 tentang kejelasan objek gugatan.

Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria.

Peraturan Menteri Agraria dan Tata Ruang/Badan Pertanahan Nasional No. 3 Tahun 1997 tentang Ketentuan Pelaksanaan Peraturan Pemerintah No. 24 Tahun 1997.

Peraturan Mahkamah Agung RI No. 1 Tahun 2008 tentang Prosedur Mediasi di Pengadilan.

Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa.

Undang-Undang Nomor 4 Tahun 1996 tentang Hak Tanggungan atas Tanah Beserta Benda-Benda yang Berkaitan dengan Tanah.

Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris.

Undang-Undang Nomor 6 Tahun 2023 tentang Perubahan Kitab Undang-Undang Hukum Perdata.

Journal

Aditya, R. "Kesalahan dalam Penentuan Pihak dalam Gugatan." *Jurnal Advokasi Hukum*, Vol. 13, 2023.

Budianto, S. "Penerapan Akta Jual Beli dalam Sengketa Pertanahan." *Jurnal Agraria dan Tata Ruang*, Vol. 9, 2023.

Cahyana, T. "Syarat Formil dan Substantif Gugatan Perdata." *Jurnal Hukum Acara Indonesia*, Vol. 10, 2022.

Darmadi, H. "Error in Persona dalam Gugatan Perdata." *Jurnal Hukum Acara Perdata*, Vol. 10, 2023.

Eko, M. "Keabsahan Akta Jual Beli Tanah dalam Sengketa." *Jurnal Hukum Agraria Indonesia*, Vol. 14, 2023.

Farhan, A. "Transaksi Properti dalam Hubungan Hutang-Piutang." *Jurnal Hukum dan Bisnis*, Vol. 8, 2023.

Gunawan, P. "Hak Atas Tanah dan Penyelesaiannya di Pengadilan." *Jurnal Hukum dan HAM*, Vol. 9, 2022.

Hidayat, L. "Error in Persona dalam Gugatan Perdata." *Jurnal Hukum dan Keadilan*, Vol. 13, 2023.

Indrawan, R. "Pengembalian Dana dalam Kasus Wanprestasi." *Jurnal Hukum dan Kebijakan*, Vol. 10, 2023.

Jatmiko, T. "Sengketa Properti dalam Hubungan Kreditur-Debitur." *Jurnal Hukum Ekonomi*, Vol. 11, 2023.

Kurniawan, D. "Perbuatan Melawan Hukum dalam Sengketa Properti." *Jurnal Hukum Perdata*, Vol. 12, 2023.

Laksana, Y. "Wanprestasi dalam Jual Beli Properti." *Jurnal Hukum Perdata Modern*, Vol. 12, 2023.

Mulyadi, S. "Jual Beli Tanah dan Penyelesaian Sengketa Agraria." *Jurnal Hukum Pertanahan*, Vol. 12, 2023.

Nugroho, B. "Penyelesaian Sengketa Properti dalam Hubungan Hutang-Piutang." *Jurnal Hukum Properti*, Vol. 14, 2023.

Prasetyo, A. "Analisis Akta Jual Beli sebagai Alat Bukti Otentik." *Jurnal Ilmu Hukum*, Vol. 15, 2022.

Ramadhani, F. "Peran Sertifikat Tanah sebagai Jaminan dalam Hutang-Piutang." *Jurnal Ilmu Hukum Agraria*, Vol. 11, 2022.

Saputra, J. "Perspektif Hakim terhadap Gugatan *Obscur Libel*." *Jurnal Legalitas*, Vol. 9, 2023.

Taufik, Z. "Pentingnya Bukti Tertulis dalam Gugatan Perdata." *Jurnal Perdata Indonesia*, Vol. 8, 2023.

Utama, R. "Gugatan *Obscur Libel* dalam Perspektif Hukum Acara Perdata." *Jurnal Perdata Kontemporer*, Vol. 7, 2023.

Wicaksono, D. "Peran Kuasa Hukum dalam Menyusun Gugatan Perdata." *Jurnal Studi Hukum*, Vol. 11, 2023.