

JURIDICAL ANALYSIS OF THE NAME TRANSFER PROCESS OF LAND RIGHTS AS MARITAL COMMUNITY PROPERTY (A Case Study at the Office of Notary & Land Deed Official YONDRI DARTO, S.H. in Batam)

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Abstract

The process of transferring land rights as part of marital property after divorce is an important aspect in providing legal certainty for the entitled parties. Within the national legal framework, joint property is explicitly regulated in Article 35 paragraph (1) of the UUP, and to implement the transfer of rights, an authentic deed in the form of a Deed of Separation and Division of Joint Property is required, drawn up by a notary in accordance with the authority based on Article 15 paragraph (1) of the Notary Law. This deed then becomes the basis for the PPAT to issue an APHB for the purpose of transferring ownership at the Land Office. This study aims to analyze the process of transferring land rights to joint property through a research study at the Notary and PPAT Yondri Darto, S.H., in Batam. This study analyzes the legal regulations, their implementation, as well as the obstacles and solutions. This study uses a descriptive method with a normative approach (legal research) to obtain secondary data and an empirical approach (sociological jurisprudence) to obtain primary data through field research. Based on the results of the study, it can be concluded that the mechanism of transfer of ownership through the Deed of Separation and Division of Joint Property and APHB is a legal and efficient solution, as long as the procedures and documents are fulfilled in accordance with legal provisions. Obstacles that often arise include a lack of understanding by the parties and administrative obstacles. Therefore, the parties are advised to immediately take legal steps after divorce, while Notaries and PPATs ensure procedural compliance with the support of legal education, administration, and technology-based service systems.

Keywords: *Transfer of Ownership, Land Rights, Joint Property*

INTRODUCTION

Marriage is a sacred event that is generally experienced by every individual. As social beings, humans have an instinct to live together and interact with one another. A marriage is considered valid if it is carried out in accordance with the applicable laws of each religion and belief. Phenomena in domestic life characterized by misunderstandings, disputes, and constant arguments can trigger divorce, which ultimately results in the end of the relationship between husband and wife (Labetubun & Faturaba, 2020). Divorce often causes conflicts or impacts that are quite complex to resolve, one of which is the division of joint property acquired during the marriage between husband and wife. Legal experts generally have a similar understanding of the concept of joint property. According to Sayuti Thalib, joint property is property acquired during the marriage, either through the individual efforts of each spouse or through the joint efforts of both husband and wife (Latupno, 2020). According to Law No. 1 of 1974, marital property is classified into three categories. First, joint property, which is property acquired during the marriage and becomes the joint property and responsibility of the husband and wife. Second, separate property, which is property owned by each party before marriage and remains their personal property, unless otherwise agreed upon by both parties. Third, acquired property, which is property obtained from gifts or inheritance, which remains the property of each spouse unless otherwise agreed upon. Article 37 of the Marriage Law stipulates that the division of property after divorce shall be in accordance with the applicable laws for each party. The legal provisions governing the division of joint property for divorced couples are adjusted to the laws applicable to each party, such

as religious law, customary law, or other legal provisions. Therefore, the former husband and wife have the right to determine the legal basis to be used. However, if no agreement is reached between the two, the judge has the authority to consider and decide on the fair division of property. Joint property, or the term *gono-gini*, has the same meaning and is more popular among the public. The term “*gono-gini*” comes from Javanese tradition, which originally referred to a situation where a family had only two children, a boy and a girl, from the same father and mother. Over time, this term has evolved into a concept that describes the unity between husband and wife in a marriage. Therefore, property acquired during marriage and related to the husband-wife relationship is referred to as “*gono-gini*” property. In the event of divorce, personal property will remain the property of each party. However, divorced couples often assume that by visiting a notary and requesting the creation of a joint property distribution deed, this is equivalent to creating a marriage agreement. In fact, the two documents differ in their legal functions and purposes. A prenuptial agreement is an agreement made by the prospective husband and wife before or at the time of marriage, with the aim of regulating the legal consequences of marriage on their property.

A notary is a public official who has the authority to draw up authentic deeds, as stipulated in Article 1 paragraph 1 of Law Number 2 of 2014 concerning the Position of Notary. Based on Article 1868 of the Civil Code, an authentic deed is a deed that is drawn up in accordance with the provisions of the law, made in the presence of a public official who has authority in that place. Article 15 of the UUN states that notaries have the authority to draw up authentic deeds relating to all actions, agreements, or decisions required by law and/or requested by interested parties to be stated in authentic deeds. Notaries are also responsible for ensuring the certainty of the date of the deed, storing the deed, providing a *grosse*, copies, and storing the deed, as long as the preparation of the deed is not assigned or exempted to officials or other parties specified by law. Notaries play a role in the preparation of deeds of division of joint property after a divorce decided by the court, which are prepared at the request of the former husband and wife. The role of notaries in serving the public in the preparation of these deeds is regulated by applicable laws and regulations. Usually, the request to draw up a deed of joint property division is motivated by the concern of one of the former spouses that the other will transfer ownership of the joint property while the divorce proceedings are ongoing. In addition, the fact that the former spouses did not enter into a marriage contract is also a common reason for requesting the drawing up of a deed of joint property division. This is especially true if both parties are employed and have accumulated joint property together. However, even if only one party is employed, the creation of a joint property distribution deed also provides legal protection for the non-working spouse, as they will still receive their rights from the distribution of joint property. The joint property distribution deed contains assets or rights and liabilities or obligations. So, if there are still issues such as debts or credit incurred during the marriage, this deed can also be used to regulate these matters. One of the joint assets mentioned is a piece of land and a building whose certificate is in the name of the ex-husband. The ex-wife feels it is necessary to transfer the title to her name so that in the future, if she wants to use the land and building, she will no longer have any connection with her ex-husband. Therefore, the ex-wife has asked a notary or Land Deed Official (PPAT) to transfer the title of the joint asset to her name.

LITERATURE REVIEW

1. Agreement

Article 1313 of the Civil Code (KUH Perdata) stipulates that an agreement is an act whereby one or more persons commit themselves to another person. This article simply explains the concept of an agreement involving two parties who bind themselves to each other. Although this definition is not entirely complete, it sufficiently illustrates that in an agreement, there is a party who promises to be bound to the other party (Miru & Pati, 2011). According to Subekti, an agreement is an event in which one person makes a promise to another person or in which two parties make mutual promises to carry out something. Meanwhile, according to Maryati Bachtiar, an agreement is a legal act between two or more parties based on an agreement, with the aim of creating binding rights and obligations for the parties making the agreement.

2. Joint Assets

Joint property is property acquired from the beginning of the marriage until its end, whether due to divorce, death, or a court decision. Property owned by the husband and wife can come from various sources, including:

- a. Gifts and inheritance received by one of the parties to the marriage;
- b. Property acquired from one's own business before marriage;
- c. Property acquired during the marriage, except for gifts intended specifically for one of the spouses; and
- d. In addition to inherited property, if any.

In general, joint property acquired during marriage is jointly controlled by the husband and wife. However, if there is an agreement that each party's separate property becomes part of the joint property after marriage, then that agreement is binding on both parties. Article 35 of the Marriage Law explains that joint property is property acquired during marriage, either through joint efforts or the personal efforts of the husband or wife while still in a legal marriage. Even if only the husband works to earn a living and the wife takes care of the household and children, the husband's income is still considered part of the joint property. In managing joint property, the husband and wife have equal standing. Therefore, any legal action relating to joint property must be taken with the consent of both parties (Syahrani, 2000). This provision is confirmed in Article 36 of the Marriage Law, which states that in the case of joint property, the husband or wife can only take legal action with mutual consent. In the case of their respective personal property, the husband or wife has full rights to take legal action regarding the property they own.

3. Certificate Transfer

Certificate transfer is a land administration process that aims to change the name of the land rights holder listed in the certificate to the name of the new rights holder based on a legal event, such as sale and purchase, grant, inheritance, or division of joint property. This process is regulated in Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency (Permen ATR/BPN) Number 3 of 1997 concerning the Implementation of Government Regulation Number 24 of 1997 concerning Land Registration. "Transfer of ownership" is the process of changing land ownership rights as a result of a legal event, such as a transfer of land rights. This process is carried out before a Land Deed Official (PPAT) after the land transfer transaction between the parties has been completed. Registration of the change in land ownership is carried out at the local National Land Agency (BPN) office in accordance with the location of the land. After the transfer of ownership process is complete, the name of the previous land owner will be crossed out and replaced with the name of the new owner.

The importance of certificate name changes can be seen from several aspects:

- a. Legal Aspect: Ensures that land rights have been legally transferred to the new rights holder in accordance with laws and regulations.
- b. Administrative Aspect: Ensures that land ownership data at the Land Office is always updated and in accordance with the actual ownership conditions.
- c. Economic Aspect: Facilitates economic transactions related to land, such as sales, leasing, or the use of land as collateral for credit.

In the case of joint property, certificate transfer becomes relevant when there is a division of joint property carried out through a notarial deed. This division aims to clarify each party's ownership of assets that were previously part of the joint property. Based on Article 37 paragraph (1) of Government Regulation No. 24 of 1997, the transfer of land rights must be proven by a deed made by a Land Deed Official (PPAT), which is then used as the basis for a transfer request at the local Land Office.

4. Responsibilities of Land Deed Officials (PPAT)

A Land Deed Official (PPAT) is an official authorized by the state to draw up authentic deeds relating to the transfer of land rights and other rights related to land. The role of the PPAT is very important in ensuring legal certainty in land transactions and preventing disputes that may arise in the future. However, in practice, problems may arise if the deed is not drawn up in accordance with the applicable procedures, both in terms of substance and form (Sutedi, 2018). In carrying out their profession, PPATs have responsibilities in terms of both ethics and law. These legal responsibilities cover the fields of administrative law, civil law, and criminal law. If a problem arises as a result of the actions of the parties as set out in the PPAT deed, then this falls under the realm of civil law (Adjie, 2011). Legal liability in civil law refers to Article 1365 of the Civil Code, which regulates unlawful acts, both active and passive. An active unlawful act occurs when a person commits an act that causes harm to another party. Meanwhile, passive unlawful acts occur when a person fails to perform an action that should have been performed, thereby causing harm. Thus, the elements of unlawful acts include the existence of fault and the harm caused.

5. Authority of Land Deed Officials (PPAT)

The land registration process is carried out by the National Land Agency (BPN), with some stages assisted by the Land Deed Official (PPAT) in the preparation of authentic deeds related to the transfer of land rights. The PPAT is a public official authorized to prepare authentic deeds related to certain legal actions concerning land rights and ownership rights to apartment units. Provisions regarding the duties and authorities of PPATs are regulated in Government Regulation Number 24 of 2016 concerning Regulations on the Position of Land Deed Officials, which

is an amendment to Government Regulation Number 37 of 1998. The authority of PPAT is limited to the scope of work that has been determined. The PPAT's work area covers one region within the scope of the District or City Land Office. In addition, the preparation of deeds by PPAT is based on the location of the land rights object or apartment unit, not based on the place of residence or domicile of the parties involved. Deeds drawn up by PPATs must meet the requirements set forth in Article 1868 of the Civil Code in order to be categorized as authentic deeds. These requirements include: the deed must be made in accordance with the provisions of the law, drawn up by or in the presence of an authorized official, and made at the official's place of residence. If a deed does not meet the elements of authenticity, its status changes to a private deed and cannot function as a means of transfer or encumbrance of land rights (Mustofa, 2014).

6. Deed of Joint Rights Distribution

The Joint Rights Distribution Deed (APHB) is an authentic document prepared by a Land Deed Official (PPAT) within the scope of his authority, as stipulated in Article 2 paragraph (2) of Government Regulation of the Republic of Indonesia Number 37 of 1998 concerning PPAT Position Regulations. The division of joint rights is a legal action taken jointly by the rights holders over a plot of land, with the aim of dividing the rights so that each holder obtains an individual share, the implementation of which is based on the Joint Rights Division Deed.

7. Deed of Separation and Division of Joint Property by Notary

Notaries, as officials who draw up deeds, have an existence that is officially recognized by the state and bear legal responsibility not only to the people who use their services but also before the courts, particularly in relation to the existence and validity of the minutes of deeds. As a public official, Notaries are authorized to draw up authentic deeds containing various legal actions, agreements, and stipulations, the implementation of which is based on the provisions of applicable laws and regulations. The role of Notaries in the legal system is to provide services to the public in the form of written evidence that has authentic legal force relating to certain circumstances, events, or legal actions. Substantively, deeds drawn up by Notaries reflect the will of the parties regarding a legal circumstance or event, which is set out in the form of an authentic deed. In many cases, the law requires that certain legal actions must be made in the form of an authentic deed in order to have full evidentiary force. In Indonesian civil law, joint property (*harta gono-gini*) is property acquired during marriage and belongs jointly to the husband and wife, unless there is a marriage agreement that regulates the separation of property. Under certain conditions, a divorced couple or a couple who wishes to divide their joint property can officially separate and divide their property through a notarial deed. A Deed of Separation and Division of Joint Property is an authentic deed drawn up by a notary that contains an agreement between former spouses or spouses who are still married regarding the division of their joint property. This deed is based on the provisions in the Civil Code (KUHPPerdata) and Law Number 30 of 2004 concerning the Notary Position as amended by Law Number 2 of 2014.

METHOD

This research is normative legal research, which is research using library materials or secondary data (Soekanto, 2013) and supported by interviews with sources on the process of name changes using joint rights deeds based on joint property deeds made by a notary. The legal basis is based on applicable laws, legal theories, principles, and legal doctrines. The approach used by the author is the statute approach, which in this case will examine all formulations of the problem using existing legislation. The author also uses a historical approach, which examines the background to the emergence of the existing formulations of the problem. The author conducted research at the Notary and PPAT Yondri Darto, S.H. Office in Batam, which has legal issues that the author is researching. In addition, the author also conducted interviews with agencies related to the issues being researched, namely the Batam Land Office.

RESULTS AND DISCUSSION

1. Legal Arrangements for the Transfer of Land Rights to Joint Property.

Land registration aims to ensure legal certainty and provide legal protection to land rights holders through the issuance of certificates as valid evidence. Land certificates not only serve as proof of ownership, but also as instruments for regulating land control and ownership, as well as a means of controlling land use and utilization. Regulations regarding land in Indonesia are derived from Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, which states that the earth, water, and natural resources contained therein are controlled by the state and used as much as possible for the prosperity of the people. This regulation is further regulated through

Law Number 5 of 1960 concerning Basic Agrarian Principles, known as the Basic Agrarian Law (UUPA). The UUPA is the main legal basis for the comprehensive and integrated management and regulation of land rights in Indonesia.

The UUPA explicitly regulates the importance of land registration as a means of ensuring legal certainty for every holder of land rights. Land registration is not only an obligation for rights holders, but also the responsibility of the government to implement it comprehensively throughout the territory of the Republic of Indonesia. This provision is regulated in Article 19 of the UUPA, which states that to guarantee legal certainty, the government is required to carry out land registration in accordance with the provisions of government regulations. Article 19 paragraph (2) of the UUPA emphasizes that land registration includes:

- a. Measurement, mapping, and recording of land;
- b. Registration of land rights and their transfer;
- c. Issuance of valid and legally binding proof of rights

Furthermore, land registration is also regulated through Government Regulation No. 24 of 1997 concerning Land Registration, which was later amended by Government Regulation No. 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration. The main purpose of land registration is to provide legal certainty and protection to land rights holders. This guarantee is realized through evidence produced in the registration process, namely land books and land certificates, which include copies of land books and measurement letters that describe the physical and juridical aspects of the land in question. Land registration does not only apply to land in general, but also covers land parcels and apartment units, as well as various types of land rights, such as ownership rights, right to use for business purposes, right to use for building purposes, right of use, management rights, waqf land, ownership rights to apartment units, mortgage rights, and state land. Thus, land registration is an important part of the national land system, which aims to organize, regulate, and provide legal certainty regarding the control and ownership of land by legal entities that are entitled to it. Article 20 of the Basic Agrarian Law emphasizes that ownership rights are hereditary, the strongest, and most complete rights that a person can have over land.

These three characteristics are often referred to as the 3T principle, which describes the special nature and advantages of ownership rights compared to other types of land rights. Hereditary means that ownership rights remain attached to the land even after the holder of the rights has died, and these rights can be inherited by their heirs, as long as they meet the requirements as legal subjects of ownership rights.

The strongest nature indicates that property rights have an unlimited duration and provide solid legal legitimacy so that they can be defended against anyone who tries to interfere with or seize these rights illegally. Meanwhile, the most complete nature reflects the breadth of authority possessed by the holder of property rights. The holder of the right can transfer, mortgage, lease, or assign the use of the land to another party, including through the granting of new land rights such as building use rights or right of use. In addition, in terms of its use, land with freehold status can be used for various purposes, both agricultural and non-agricultural, such as building residential or commercial buildings, according to the needs of the holder of the right.

One form of activity in the land registration system is transfer of title, which is a change in the legal subject data (right holder) in a registered land certificate. Transfer of title is carried out as a follow-up to the transfer of land rights, whether due to sale and purchase, grant, inheritance, division of joint property (*gono gini*), or other legal reasons. In practice, the transfer of title process begins with an authentic deed of transfer of rights, such as a Deed of Sale and Purchase (AJB), Deed of Gift, or in the context of joint property, a Deed of Division of Joint Property (APHB). After the deed is signed in front of a PPAT, the PPAT is obliged to submit an application for registration of the transfer of rights to the local Land Office, accompanied by supporting documents such as land title certificates, the identities of the parties, and proof of payment of tax obligations.

Transfer of title is important because through this activity, the data on rights holders in land registers and certificates will be updated in accordance with the new legal subject, so that there will be no doubt in the future as to who is the rightful owner of the land. Thus, transfer of title cannot be separated from the land registration system because it is an integral part of the process of maintaining legal data in order to guarantee the legality and legal certainty of land ownership. In land practice, specifically in the research that the author has studied, which concerns land rights whose ownership is joint property or community property. The husband and wife are entitled to or own community property, although in practice, only the name of the husband or wife is listed as the owner on the land title certificate. Joint property is regulated in Article 35 paragraph (1) of Law Number 1 of 1974 concerning Marriage (UUP), which states that property acquired during marriage becomes joint property.

2. Implementation of the Land Title Transfer Process for Marital Property

Marriage not only forms a physical and emotional bond between husband and wife, but also has legal consequences for property acquired during the marriage. Under Indonesian law, property acquired during marriage is generally considered joint property (*gono gini*), which belongs to both husband and wife regardless of who is formally listed as the owner of the joint property. However, the separation of rights to joint property often causes problems when the marriage ends, especially in the case of *gono gini* property where the object is land rights, particularly in cases where the name on the land title certificate has been changed and previously only the name of one party was listed on the land title certificate. In practice, the process of transferring land rights from joint property after divorce still faces various challenges, both in terms of public understanding of the law, administrative aspects, and the involvement of authorized parties such as notaries and PPATs. Therefore, a deeper understanding is needed of how the law is implemented in the transfer process in practice, especially in the work environment of notaries and PPATs.

In a study conducted at the Notary and PPAT Yondri Darto, S.H. office, the subject matter was the transfer of ownership of joint property or marital property. In this case, the husband and wife had divorced, but the land title certificate, which was marital property, only listed the husband's name. After the divorce, the parties, namely the ex-husband and ex-wife, agreed to draw up a Deed of Separation and Division of Joint Property by another notary. The deed was drawn up notarially in accordance with the criteria of Article 1868 of the Civil Code, which states that an authentic deed is a deed drawn up by or before a public official with the authority to do so, so that the deed has perfect proof. The Deed of Separation and Division of Joint Property details the list of assets and liabilities owned by the former husband and wife. Then, for the joint property, it specifies the portion of the property that belongs to the former wife. In this case, the certificate of ownership of the joint property is registered in the husband's name. Therefore, the wife intends to transfer the land ownership to her name through the Deed of Separation and Division of Joint Property.

As the authorized official, the Notary and/or PPAT must verify the accuracy of all data and documents provided by the former wife in order to avoid future conflicts. Since this case is rare, the official may consult or discuss with relevant external parties, such as the land office and the tax office, regarding the payment of taxes on the joint property. After that, the next step is to prepare the parties' documents, such as ID cards, family cards, tax identification numbers, and documents related to land rights, as well as supporting documents that form the basis for the transfer of ownership, namely the Deed of Separation and Division of Joint Property. After that, the PPAT prepared the Joint Rights Distribution Deed, which also had to take into account the comparison in its actions, considering that in this case, the ex-husband could not be present to sign the Joint Rights Distribution Deed. However, there is a clause in the Deed of Separation and Division of Joint Property which essentially states that for property whose ownership has been divided, the owner can act independently and act as the proxy of their former spouse, so this must be explained in detail in the Deed of Joint Rights Distribution to avoid legal complications in the future.

The absence of one party (in this case, the former husband) in signing the Joint Rights Distribution Deed does not necessarily become an obstacle as long as there is a clear clause in the Joint Property Separation and Distribution Deed stating that each party has the authority to act on the portion of the property that has become their property. The prudential principle in the actions of the PPAT is very important here, so that there are no formal legal defects in the deed that is drawn up. For this reason, the involvement of the PPAT in clarifying or consulting with the local Land Office is a professional step that reflects due diligence in carrying out their duties. Thus, the existence of a clause in the Deed of Separation and Division of Joint Property that gives each party the authority to act independently on the portion of the property that has become their property not only serves as a basis for formal legality in the preparation of the Deed of Division of Joint Rights, but also becomes a legal foundation that allows the PPAT to continue the transfer of ownership process even if one of the parties is not physically present. However, in order to maintain the integrity and validity of the deed and avoid potential disputes or lawsuits in the future, the PPAT is still required to apply the principle of prudence by ensuring that all information in the clause is interpreted and stated clearly, explicitly, and does not cause multiple interpretations in the deed.

3. Obstacles and Solutions in the Process of Transferring Land Rights to Marital Property

The process of transferring land rights, where the object is legally separated joint property, does not necessarily run smoothly. In practice, the implementation of this process still faces various obstacles, both from a legal, administrative, and technical perspective in the field. These obstacles can arise due to the subjective conditions of the parties involved or because the institutional systems and procedures are not yet fully integrated and consistent in their implementation. Therefore, a deep understanding of the issues that arise and the identification of appropriate

solutions are necessary so that the transfer of ownership can be carried out effectively, efficiently, and legally. Legal obstacles are constraints related to formal and substantive legal aspects in the implementation of the transfer of land rights originating from joint property. These obstacles are not only rooted in written legal provisions, but also arise from different interpretations of the law, limitations on the authority of the officials in charge, and a lack of understanding among the parties regarding the legal status of the deeds that form the basis of the transfer of rights. One of the most common forms of legal obstacles is the absence of one of the parties in signing the APHB. In the context of joint property that has been separated through divorce, ideally both former spouses are present to jointly sign the APHB as the basis for the transfer of title to the Land Office. However, in reality, one party is often unable or unwilling to attend due to post-divorce conflicts, relocation, or other personal reasons. This creates a legal obstacle because, in practice, a formally valid APHB requires the signatures of both parties as parties to the joint rights distribution agreement.

To overcome this absence, in this case, a special clause was used in the previously signed Deed of Separation and Division of Joint Property, which contained a clause stating that each party had the right to act independently on the property that belonged to them. This clause is the basis for each party to act independently without the consent of their former spouse. In practice, in this case, the Batam Land Office accepted the name change procedure using the Deed of Separation and Division of Joint Property and this APHB. In addition, legal obstacles also arise from the lack of synchronization between laws and regulations governing the transfer of land rights. For example, Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration stipulates that the transfer of rights due to an agreement must be proven by a deed made by a PPAT. However, in the context of separated joint property, the process often stops at the issuance of a Deed of Separation and Division of Joint Property by a Notary without being followed up with an APHB by a PPAT. This causes legal uncertainty regarding the notarial deed when it is used directly as the basis for a transfer of title at the Land Office, because the PPAT is not the issuer of the deed. The Land Office may reject it on the grounds that the formal requirements have not been met.

The next legal obstacle is the confusion in interpreting the legal status of land certificates that are still in the joint name of the husband and wife, even though legally the joint property has been divided. This is where there is often a tug of war between the principle of formality in land law and the reality of civil law that has regulated the separation of property. The Land Office still requests a formal deed (APHB) even though, in legal substance, the joint property no longer exists because it has been divided through a notarial deed. In such circumstances, there is a conflict between the principle of legal certainty and the principle of justice, which can create obstacles in the exercise of the civil rights of the parties. Legal obstacles can also arise due to a lack of legal understanding on the part of the parties, especially regarding the importance of creating follow-up legal documents after divorce, such as APHB, to confirm ownership and facilitate the transfer of ownership process. Many former couples only rely on divorce certificates or court decisions without explicitly separating and dividing their assets in the form of a deed, so that when they apply for a transfer of ownership to the National Land Agency (BPN), the available legal documents are not legally sufficient. In line with the legal obstacles described above, it cannot be denied that problems in the process of transferring land rights as part of joint property do not only stop at the normative realm. In practice, obstacles also often arise from procedural and technical administrative aspects, which are often the main factors hindering the smooth transfer process in the field.

These administrative obstacles stem from disorderly documents, procedural inconsistencies, and communication barriers between agencies or between parties and the officials who draft the deeds. Therefore, it is important to further examine these administrative obstacles in depth to provide a comprehensive picture of the complexities faced in the implementation of the transfer of ownership process, as well as to find the right solutions so that the process can run in an orderly, efficient manner and in accordance with applicable legal provisions. Administrative obstacles are obstacles that arise from procedural and technical aspects of administration, both in the document preparation stage, the collection of formal requirements, and the name transfer application process at the Land Office. These obstacles often slow down or even hinder the success of the name transfer process, even though the legal aspects have been fulfilled. One of the most common administrative obstacles is incomplete application files. In practice, transferring land rights based on the division of joint property requires a number of supporting documents, such as:

- a. Photocopies of the ID cards, family cards, and tax identification numbers of the parties (old and new owners);
- b. Photocopies of land title certificates;
- c. Joint Rights Distribution Deed (APHB);
- d. Deed of Separation and Distribution of Joint Assets by a Notary (if previously made);
- e. Divorce decree from a religious court/district court that has permanent legal force

- f. Proof of SSP/PPh and BPHT that has been validated by the Tax Office and the Regional Revenue Agency;
- g. Application letter for transfer of ownership
- h. Power of attorney (if authorized).

In reality, these documents are not always available in their entirety, or may not even have been properly archived by the parties from the outset. For example, a divorce decree may have been issued long ago, but not accompanied by a deed of division of property. Conversely, a deed of division of property may have been drawn up by a notary, but the parties may not have been aware of the need to have an APHB drawn up by a PPAT as a basis for administrative acceptance by the Land Office. In this study, another obstacle arose when the former husband and former wife had poor communication, resulting in the former wife not having documents such as the former husband's Family Card. During the name change application process, the file was rejected by the Batam Land Office due to incomplete administrative documents. This can happen not only because of poor communication, but also because one party has moved or lives outside the city or even abroad, which makes it difficult to collect original and legalized documents and slows down the process of legalization or signing the required administrative documents. In certain circumstances, the parties concerned did not respond quickly, causing delays in the process.

CONCLUSION

Based on the findings of data analysis in the discussion, the following conclusions can be drawn: The legal provisions governing the transfer of land rights that form part of joint property after divorce have a clear basis and must be carried out in order to provide legal certainty to the entitled parties. Normatively, joint property is regulated in Article 35 paragraph (1) of the UUP, Article 85 of the KHI, and Article 119 of the Civil Code for those subject to Western civil law. For the transfer of land rights to be valid, a Deed of Separation and Division of Joint Property must be drawn up by a Notary in accordance with their authority under Article 15 paragraph (1) of the UUJN. This deed forms the legal basis for the division of joint property and provides legitimacy to the rights of each party. Furthermore, the transfer of rights must be followed up with the preparation of an APHB by a PPAT as the basis for the transfer of title at the Land Office. The implementation of the transfer of land rights as part of joint property after divorce through an APHB by a PPAT based on a Deed of Separation and Division of Joint Property by a Notary is a legal mechanism that is valid, effective, and efficient as long as it is carried out in accordance with the provisions of the legislation. The APHB provides a strong legal basis for the transfer of rights without the need for a court decision, provided that all supporting documents are complete and valid, and the authorized officials carry it out with due care. Obstacles and solutions in the process of transferring land rights to joint property show that there are legal, administrative, and technical obstacles. Legal obstacles arise from the absence of the parties or the incorrect use of legal bases, administrative obstacles are caused by incomplete documents, while technical obstacles are related to the system and operational conditions in the field. However, all of these obstacles can be overcome through strengthening the wording of deeds, continuous legal education, preparing administrative checklists, and increasing technology-based service capacity. With these steps, the transfer process can run legally, efficiently, and fairly in accordance with applicable legal provisions.

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