

LEGAL CONSEQUENCES OF MEASUREMENT ERRORS IN LAND SALE AND PURCHASE AGREEMENTS: REVIEW OF THE OBLIGATIONS AND RIGHTS OF THE RELATED PARTIES BASED ON THE CIVIL CODE

Bred Klenten^{1*}, Gunawan Djajaputra²

^{1,2} Universitas Tarumanagara

E-mail: Bred970@gmail.com, Gunawandjayaputra@gmail.com

Received : 12 March 2025

Published : May 16, 2025

Revised : 24 March 2025

DOI : <https://doi.org/10.54443/morfai.v5i3.2948>

Accepted : 10 April 2025

Publish Link : <https://radjapublika.com/index.php/MORFAI>

Abstract

Land sales and purchase agreements are one of the most common transactions in daily life. An important element in this agreement is the measurement of the land being sold. However, measurement errors in land sale transactions often occur, which can lead to significant legal consequences for the parties involved. Measurement errors can affect the validity of the agreement and the rights and obligations of the parties, such as the seller and the buyer. According to the Civil Code (KUHPperdata), measurement errors in land can lead to the cancellation of the agreement, price reduction, and the obligation to compensate for the loss resulting from the difference in land area. Furthermore, both parties may negotiate or conduct a remeasurement to reach a fair resolution. If an agreement cannot be reached, the agreed party may file a lawsuit in court. Therefore, it is crucial to understand the legal implications of measurement errors in land sale agreements and the legal resolution procedures outlined in the Civil Code.

Keywords: *measurement error, land sale agreement, Civil Code*

INTRODUCTION

Land sale and purchase agreements are one of the most important and common forms of legal transactions in the lives of Indonesian people. Land, as the main object in this transaction, has high economic and social value. Therefore, in a land sale and purchase agreement, land measurement is one of the most important aspects in determining the area and boundaries of the traded land. Errors in land measurement, whether caused by technical errors, inaccuracy, or even negligence of one party, can affect the validity of the sale and purchase agreement and cause serious legal problems. These measurement errors can affect the rights and obligations of the parties involved in the land sale and purchase agreement, both the seller and the buyer. As is known, in a land sale and purchase agreement, the parties are bound by the provisions contained in the agreement. The agreement reached usually covers several things, including the price, the object being traded, and of course, the area of land that is the object of the sale and purchase. Inaccurate land measurements or errors in determining the area of land can cause a difference between what the buyer receives and what the seller promises. In this context, questions arise regarding how the rights and obligations of each party involved are regulated, as well as what legal remedies can be taken if there is a measurement error in a land sale and purchase transaction.

The legal provisions governing land sale and purchase agreements in Indonesia are generally regulated in the Civil Code (KUHPperdata). Article 1457 of the Civil Code stipulates that a sale and purchase is an agreement in which the seller promises to deliver an object and the buyer promises to pay the price. In this case, land as an object being traded must meet the agreement regarding the area and boundaries of the land that are measured precisely. Measurement errors can affect the transaction value and cause disagreements between the two parties, which in turn can potentially lead to lawsuits or requests for compensation. In this situation, both the seller and the buyer have certain rights and obligations regulated by law, which aim to protect the interests of both parties and maintain fairness in the transaction. In addition, based on Article 1458 of the Civil Code, if the goods sold do not match what was agreed, the buyer has the right to request a price reduction or even cancellation of the agreement if the difference is large enough. In this case, errors in land measurement that result in a difference in the area of land received by the buyer and that promised by the seller, give the buyer the right to claim compensation or a price reduction in accordance with the discrepancy that occurs. The seller, on the other hand, also has an obligation to deliver land in

accordance with the agreement, and if there is a measurement error, the seller is obliged to compensate for losses arising from the non-conformity. This study aims to explore more deeply the legal consequences arising from measurement errors in land sale and purchase agreements. Furthermore, this study will also analyze the obligations and rights of the parties involved in a land sale and purchase agreement that experiences measurement errors, as well as how the legal settlement is regulated in the Civil Code. By reviewing various applicable legal provisions, it is hoped that a clearer understanding can be obtained regarding the legal implications of land measurement errors, as well as providing recommendations regarding the steps that can be taken by the parties involved so that the land sale and purchase agreement remains valid and meets the principles of justice. In the context of the development of land law in Indonesia, measurement errors in land sale and purchase agreements are not uncommon. This often causes disputes that lead to legal disputes. Therefore, it is important to learn more about how the law regulates the rights and obligations of the parties in this transaction, as well as how the right legal settlement mechanism can be applied to resolve disputes that arise due to measurement errors.

In addition, in the implementation of land sales and purchases, there are also various technical aspects that need to be considered, such as the use of competent land surveying services, as well as accuracy in reading documents related to land boundaries. Measurement errors can often be prevented by a stricter verification process in determining the area and boundaries of the land. In this case, the parties to the land sale and purchase agreement must be more careful and ensure that the measurement process is carried out accurately, so as not to cause legal disputes in the future. Land measurement errors in land sale and purchase agreements can also have an impact on the protection of the rights of the community concerned, both legitimate land rights and rights arising from the sale and purchase transaction. Therefore, it is important for the parties involved to fully understand their obligations and rights, as well as the legal settlement efforts that can be taken if a measurement error occurs. Through this research, it is hoped that an appropriate legal solution can be found to overcome these problems and provide justice for the parties involved in the land sale and purchase agreement.

FORMULATION OF THE PROBLEM

1. What are the legal consequences of measurement errors in land sale and purchase agreements, and what are the legal implications for the parties involved according to the Civil Code?
2. What are the obligations and rights of the parties involved in a land sale and purchase agreement that results in a measurement error, and how is the legal settlement regulated in the Civil Code?

METHOD

In this paper, the author uses the normative legal research method. The normative legal research method is an approach used to analyze law based on the norms applicable in existing laws and regulations or legal systems. This research focuses on the legal text itself, whether in the form of laws and regulations, court decisions, or legal doctrines recognized by the applicable legal system. The main objective of normative legal research is to explore and understand existing legal norms and analyze their application in various legal cases.

The normative legal research process begins with the identification of regulations or legal norms that are relevant to the legal problem being studied. Then, researchers will examine various legal sources, such as laws, government regulations, court decisions, and related legal literature. In this case, researchers do not focus on empirical data or social reality, but rather on regulations that regulate and establish the rights and obligations of the parties in a particular legal relationship. This method is often used to analyze the suitability or non-suitability of a regulation with higher legal principles, such as justice, legal certainty, and benefit. Researchers can use a deductive approach, where they draw conclusions from general principles or applicable legal theories to solve the concrete problem being studied. The results of this research are to provide a deeper understanding of the applicable legal norms, as well as provide recommendations for improvements or changes to the existing legal system.

RESULTS AND CLOSING

1. Legal Consequences of Measurement Errors in Land Sale and Purchase Agreements, and What Legal Implications Arise for the Parties Involved According to the Civil Code

A land sale and purchase agreement is a form of agreement regulated in the Civil Code (KUHPerdata). In this agreement, both parties, namely the seller and the buyer, agree to carry out a transaction to transfer land rights determined at a certain price. One important element in a land sale and purchase agreement is determining the area of land to be sold, which often involves physical land measurement. However, in practice, measurement errors often occur in land sale and purchase transactions, which can have various significant legal consequences.

Therefore, it is important to analyze the legal consequences of measurement errors in land sale and purchase agreements and the legal implications that arise for the parties involved based on the provisions of the Civil Code. Land measurement errors can occur due to various factors, such as technical errors in the measurement process, negligence of the party conducting the measurement, or errors in information received by the parties involved in the transaction. These errors can lead to a discrepancy between the area of land stated in the agreement and the actual condition of the land. For example, if the land sold turns out to be smaller or larger than that stated in the deed of sale and purchase, this has the potential to cause a dispute between the seller and the buyer. In the legal context, a land sale and purchase agreement involving measurement errors can be considered an event that can affect the validity of the agreement. Based on Article 1320 of the Civil Code, an agreement is said to be valid if it meets four main requirements, namely agreement of the parties, capacity to make an agreement, a certain thing, and a lawful cause. If there is a measurement error that affects one of the terms of the agreement, then this can cause legal problems related to the validity of the agreement.

According to Article 1457 of the Civil Code, land sale and purchase is an agreement stating the agreement between the seller and the buyer to transfer rights to an object (in this case land) at a mutually agreed price. However, errors in land measurement can lead to a discrepancy between what is agreed in the agreement and the actual physical condition of the land. Legal implications arising from measurement errors in land sale and purchase agreements can affect the rights and obligations of each party. Based on Article 1458 of the Civil Code, if the object of the agreed sale and purchase does not match what is delivered, the buyer has the right to request a replacement or price reduction in accordance with the discrepancy. In the case of errors in land measurement, the buyer has the right to request a re-measurement and, if a difference is found, has the right to request a reduction in the selling price in accordance with the actual land area. The buyer can also have the right to request cancellation of the transaction if it turns out that the difference in land area is very significant and makes the object of the sale and purchase not meet the desired objectives. On the other hand, for the seller, if the measurement error is known before the handover process, the seller is obliged to provide clarification or correct the error in accordance with applicable provisions. If the measurement error is only discovered after the transaction is completed, the seller cannot be completely released from responsibility, unless the error is caused by negligence or an error that is completely beyond his knowledge and control. In this case, the seller can be asked to compensate for the losses suffered by the buyer due to the difference in the area of land that is not in accordance with the original agreement.

Based on Article 1338 of the Civil Code, every valid agreement applies as a law for those who make it. Therefore, every valid land sale and purchase agreement must be implemented in accordance with the provisions that have been mutually agreed upon. However, in the event of a measurement error, both parties can negotiate to reach a fair settlement, in accordance with their agreement. One form of settlement that can be done is to correct the measurement discrepancy through re-measurement carried out by a competent party, such as a surveyor or land surveyor. If a peaceful settlement is not reached, the party who feels aggrieved can file a lawsuit with the court based on Article 1365 of the Civil Code, which states that every act that violates the law and causes loss to another person must be compensated for. In this case, if the buyer feels aggrieved due to a measurement error, the buyer has the right to file a lawsuit against the seller to request compensation for the losses incurred due to the measurement error. Conversely, if the seller feels that the measurement error was not the result of his negligence, the seller can defend himself by showing that the error was not caused by negligence or intentional action. In addition, one of the legal solutions that can be taken is to make changes or cancellation of the land sale and purchase agreement based on Article 1447 of the Civil Code, which states that an agreement can be canceled if it does not meet the legal requirements or there is a substantial error. If there is a very significant difference in the land area, which affects the essence of the sale and purchase agreement, then the agreement can be canceled on the basis of the failure to fulfill the agreement originally made by both parties.

Measurement errors in land sale and purchase agreements can have significant legal consequences for the parties involved. Based on the provisions of the Civil Code, measurement errors can affect the validity of the agreement and create an obligation for the party making the error to compensate for the loss or correct the discrepancy. The buyer has the right to claim compensation or cancel the agreement if the measurement error has a significant impact on the transaction value. Conversely, the seller may also face an obligation to be responsible for the error, especially if it is proven that the error was the result of negligence.

2. Obligations and Rights of Parties Involved in a Land Sale and Purchase Agreement that Experiences Measurement Errors, and How to Settlement the Law as Regulated in the Civil Code

Land sale and purchase agreement is one form of agreement that often occurs in everyday life, both for personal and commercial interests. This sale and purchase process involves two parties, namely the seller and the buyer, who agree to transfer land rights at a certain price. In this transaction, one of the most important elements is the measurement of the land that is the object of the sale and purchase. However, measurement errors often occur, either due to technical errors, negligence, or intentionally carried out by one of the parties involved. Errors in land measurement can affect the smoothness of transactions and cause legal problems that need to be resolved. Therefore, this discussion will analyze the obligations and rights of the parties involved in a land sale and purchase agreement that experiences measurement errors, as well as how the legal settlement is regulated in the Civil Code (KUHPerdota).

In a land sale and purchase agreement, both parties have clear obligations and are regulated in various articles of the Civil Code. These obligations arise as part of the implementation of rights and obligations in a valid agreement. Based on Article 1457 of the Civil Code, a sale and purchase agreement requires the seller to hand over the object of the sale and purchase to the buyer, while the buyer is obliged to pay the price according to what has been agreed upon. However, if there is an error in the measurement that affects the area of land being sold, the obligations of both parties can change. The seller, in accordance with the provisions of Article 1458 of the Civil Code, still has an obligation to hand over the land according to the agreement recorded in the agreement. If the measurement error reduces the area of land that should be handed over, the seller may be subject to an obligation to compensate or correct the error, depending on further agreement with the buyer. For the buyer, the main obligation is to pay the agreed land price, which is regulated in Article 1457 of the Civil Code. However, if there is a difference in the area of land received and that stated in the agreement, the buyer has the right to request a price reduction or even cancellation of the agreement if the discrepancy is large enough. This is regulated in Article 1458 which states that if the object received by the buyer does not match what was promised, the buyer has the right to request a replacement or a fair price reduction. Thus, land measurement errors affect the buyer's obligation to pay the price, because the price paid must be comparable to the object received.

In the context of rights arising from measurement errors, both the seller and the buyer have certain rights that must be fulfilled in accordance with the provisions of the Civil Code. As the party who suffers a loss due to measurement errors, the buyer has the right to obtain an object that is in accordance with that promised in the agreement. If the object of the sale and purchase, in this case land, does not comply with the agreed measurements, the buyer has the right to a replacement or price reduction in accordance with the existing differences. This is regulated in Article 1458 of the Civil Code, which gives the buyer the right to request a correction or price reduction if the area of land received does not comply with the original agreement. Conversely, the seller also has the right to receive payment in accordance with the area of land agreed in the agreement. If a measurement error occurs that results in a reduction in the area of land, the seller has the right to request a price that is in accordance with the area received by the buyer. However, if the measurement error is known before the transaction, the seller also has the right to correct the error and provide land in accordance with the agreed size. In this case, the seller also has the right to claim that the loss due to measurement errors was not entirely caused by his negligence, depending on the evidence and facts available.

Measurement errors in land sale and purchase agreements can be resolved through various legal mechanisms regulated in the Civil Code. The first resolution that can be taken is through negotiation between the seller and the buyer to reach a fair agreement. For example, if there is a difference in the area of land received, both parties can negotiate a price reduction according to the difference in area. If an agreement is reached, the transaction can be continued at the adjusted price. However, if the negotiation fails and the measurement error causes a dispute, the party who feels aggrieved can file a lawsuit in court. According to Article 1365 of the Civil Code, every act that violates the law and causes loss to another person must be compensated for. In this case, if the buyer feels aggrieved due to a measurement error that affects the area of land received, he can file a lawsuit to request compensation or a price reduction in accordance with applicable provisions. In addition, the legal resolution that can be taken is to cancel the sale and purchase agreement based on Article 1447 of the Civil Code, which states that the agreement can be canceled if there are defects in the terms that affect the agreement between the two parties. In this case, if the difference in the area of land received is very significant, the buyer can file a cancellation of the agreement and request that the transaction be considered null and void. Another solution is through re-measurement carried out by a surveyor or competent party. This re-measurement can be done by mutual agreement between the seller and the buyer. If the re-

measurement results show a significant difference, then both parties can agree to make a price adjustment or even cancel the transaction.

In a land sale and purchase agreement, measurement errors can cause various legal implications that affect the obligations and rights of both parties. The buyer has the right to receive land in accordance with what was promised in the agreement, while the seller has the right to receive a price that is in accordance with the area of land received by the buyer. If there is a difference, both the seller and the buyer have the right to request a price adjustment or cancellation of the agreement in accordance with the provisions applicable in the Civil Code. Legal settlement in this case can be achieved through negotiation, lawsuits in court, or by re-measuring to reach a fair agreement. Therefore, it is important for both parties to ensure the accuracy of the measurements before the transaction is carried out to avoid legal disputes in the future.

CLOSING

Measurement errors in land sale and purchase agreements have significant legal consequences for both parties involved. In this context, both the seller and the buyer have rights and obligations that must be fulfilled in accordance with the provisions of the Civil Code (KUHPerdota). Measurement errors that affect the land area can cause a discrepancy between the physical condition of the land and that stated in the agreement, which has the potential to cause disputes between the two parties. As a result, the buyer has the right to request a price reduction or even cancel the transaction if the difference in land area is significant. On the other hand, the seller remains obliged to hand over the land in accordance with the existing agreement and can be held responsible for compensating for losses due to measurement errors caused by negligence or errors that occur. The resolution of these measurement errors can be done through negotiation, re-measurement by a competent party, or even by filing a lawsuit in court to request compensation or cancellation of the agreement.

To avoid disputes arising due to measurement errors in land sale and purchase agreements, it is recommended that both parties ensure that the land measurements are carried out carefully and accurately by a competent party, such as a professional surveyor. The seller and buyer should agree to clear and well-documented measurements in the sale and purchase agreement. In addition, the sale and purchase agreement should also include a clause that specifically regulates the legal consequences if there is a difference in the land area after measurement. This will help avoid legal uncertainty in the future. In the event of a measurement error, a peaceful settlement between the two parties through prior negotiation will be more efficient and reduce the burden on the court. However, if a settlement is not reached, both the seller and the buyer can file a lawsuit in court to obtain a fair settlement in accordance with the provisions applicable in the Civil Code.

REFERENCES

- Ahsanicka, AS, Sukma, NF, Mashuri, NF, Nainggolan, RH, El Zahra, S., & Ramadhani, DA (2024). Legal Certainty in Settling Default in Land Sale and Purchase Agreements in Badung Regency, Bali Province. *Indonesian Journal of Law and Justice*, 1(4), 15-15.
- Arifin, BW, Sailallah, S., & Widyanti, AN (2023). Authority to Act in a Sale and Purchase Agreement for Land Rights Purchased from Joint Property in a Marriage That is Still Bound by Consigned Property Before a Land Deed Official. *Indonesian Multidisciplinary Journal*, 2(9), 2835-2858.
- Palenewen, JY, Tanati, D., & Solossa, M. (2024). The Legality of Land Sale and Purchase Without Going Through a Land Deed Official in Jayapura City. *Socius: Journal of Social Sciences Research*, 2(4), 175-183.
- Faustina, F., & Hoesin, SH (2022). LEGAL PROTECTION FOR PARTIES WITH GOOD FAITH IN LAND SALE AND PURCHASE AGREEMENTS (Case Study of Supreme Court Decision Number 2518 K/Pdt/2018). *PALAR (Pakuan Law review)*, 8(1), 34-47.
- Damayanti, LM, & Fathoni, MY (2025). Legal Analysis of the Electricity Purchase Agreement Between PT. PLN (Persero) Selong Rayon and Customers in East Lombok Regency. *Private Law*, 5(1), 209-220.
- Haryani, D. (2021). Legal Consequences of Deeds of Sale and Purchase Agreements Declared Premature Based on Supreme Court Decision Number 680 K/PDT/2017. *Indonesian Notary*, 3(1), 16.

- Rizal, S., Chayadi, B., Fredorico, L., & Lase, TN (2022). Legal Review of Land Ownership Disputes in Pematang Johar Village, Labuan Deli District, Deli Serdang Regency (Case Study of Decision Pn No. 112/Pdt. G/2017/Pn. Lbp). *UNES Law Review*, 4(3), 407-416.
- Hamdani, DD, & Mahfud, MA (2023). Settlement of Disputes Due to Default in the Transfer of Land Rights. *Reslaj: Religion Education Social Laa Roiba Journal*, 5(6), 3059-3068.
- Winarta, KA (2023). Effectiveness of Notary's Responsibility in Bankrupt Sale and Purchase Objects Related to the Deed of Power of Attorney to Sell. *UNES Law Review*, 6(2), 5418-5428.
- Napitupulu, DR (2022). *Land Law Learning Material Book*. p. 30
- Rahmat Ramadhani, SH (2022). *Indonesian Land Law and Its Development*. umsu press. p. 22
- Arba, HM (2021). *Law on land acquisition for public interest*. Sinar Grafika (Bumi Aksara). p. 19
- Arba, M. (2021). *Indonesian Agrarian Law*. Sinar Grafika. p. 41