

ANALYSIS OF THE JUDGE'S DECISION ON THE LEGAL CONSEQUENCES OF LAND SALES AND PURCHASES UNDER THE HAND (CASE STUDY: DECISION NO. 107/PDT.G/2021/PN SRP)

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Abstract

Abstract : Land sales and purchases are explained in Article 37 paragraph 1 of Government Regulation No. 24 of 1997 which states that land sales and purchases carried out underhand can be registered if they can be proven with a deed issued by a Land Deed Official (PPAT) or other authorized officials based on applicable laws. Land sales and purchases underhand have been carried out by people in Indonesia because of the ease of the process and the low costs incurred. However, underhand sales and purchases can cause various land problems because there is no sale and purchase deed issued by the PPAT as one of the requirements for registering the transfer of rights. With these conditions, this article aims to examine the legal consequences of underhand land sales and purchases by taking the example of the case : Decision No. 107/Pdt.G/2021/PN Srp using a qualitative method with a case study approach. The results of this study indicate that there are four provisions for the validity of sales and purchases according to the Civil Code. In this case, the underhand land sale and purchase in Decision No. 107/Pdt.G/2021/PN Srp is valid under customary law and according to UUPA, but is not valid according to the Civil Code because it does not meet the requirements for validity, namely 'certain matters', namely that the Plaintiff is unable to pay within the time period written in the sales and purchase agreement.

Keywords: *Legal consequences, buying and selling land, privately.*

A. Introduction

According to Adrian (2009) the State of Indonesia based on the 1945 Constitution is a state of law that provides guarantees of certainty of citizens' rights, namely the right to obtain, own, and enjoy property rights (Putra et al., 2019) . Legal certainty of land ownership rights is an important factor in obtaining legal protection. This guarantee of protection and legal certainty can be obtained if the land owned by the rights holder can be proven by ownership with evidence that we call a certificate (Fernandes, 2014) . UUPA regulates the practice of buying and selling land or land, then Government Regulations also regulate the implementation of UUPA, namely Regulation number 10 of 1961. Article 19 of the UUPA explains that every land registration in the form of a transfer of rights, granting rights to a land, mortgaging land and/or borrowing money as collateral at a bank, requires proof with evidence in the form of a deed from the PPAT or a government official appointed by the Minister of ATR/BPN. In other regulations it is explained that the transfer of ownership rights and rights to apartments, exchanges, gifts, income in a company, and other legal actions except the transfer of land rights by auction can only be registered at the land office if they can prove the existence of a sale and purchase deed issued by the PPAT or another appointed official (Putra et al., 2019) .

In reality, Indonesians are reluctant to register their land, so that certificates are not issued that can be used as strong evidence of someone's land rights. This occurs because some people continue to carry out land buying and selling practices with underhand agreements rather than with legal deeds issued by the PPAT (Muhammad Amin, Herwastoeti, 2021) . This buying and selling practice is usually carried out with a piece of paper signed by both the seller and the buyer and carried out in the presence of the Village Head and witnesses (Setiawan et al., 2021) . The practice of underhand buying and selling still occurs in Indonesian society because the costs are lower than with a sale and purchase deed from a Land Deed Official (PPAT), there is trust between the community and other communities, and there is no fee for registering the transfer of rights at the National Land Agency (Pratiwi et al., 2020) . With a sale and purchase deed issued by PPAT, the transfer of land rights can be registered at BPN so that

the name of the right holder is recorded on the certificate so that it has strong proof of title. Private land sales and purchases without a sale and purchase deed issued by PPAT or PPATS cannot register the transfer of rights because the sale and purchase is at BPN so that the name of the right holder is not recorded on the certificate as the legal right holder after the sale and purchase process. This can cause problems later on. This *gap* can create an opportunity for land mafias to cheat. Research related to the legal consequences of underhand land sales in a village (Pratiwi et al., 2020) ; (Muhammad Amin, Herwastoeti, 2021) ;. Research related to the legal consequences of underhand land sales burdened with mortgage rights (Wijayanti et al., 2017) . This research aims to examine the legal consequences of private land sale and purchase transactions in a case regarding the judge's decision regarding the case by taking the case example: Decision No. 107/Pdt.G/2021/PN Srp

B. Research Methods

This research uses a qualitative method with a case study approach. Qualitative research utilizes analysis rather than numerical data processed through statistical methods (Tobing et al., 2017) . According to Louis Smith (1978), a case study is a study of a unique personal experience, one not shared by other individuals or groups. A case is a "limited system." Limited here means not necessarily complex, but unique (Zuchri Abdussamad, 2057). This research was conducted to analyze the legal consequences of underhand land sales using a case study approach, specifically Decision Number 107/Pdt.G/2021/PN Srp . It is hoped that this research will help understand the legal consequences of underhand land sales, thus enabling the public to be more informed in their buying and selling activities.

C. Results and Discussion

1. Analysis of the Judge's Legal Considerations in Deciding Case Number: 107/Pdt.G/2021/PN Srp

In the practice of buying and selling in society, disputes sometimes arise due to various factors, such as failure by each party to fulfill their obligations in the sale, legal defects in the sale, and various other issues that can lead to disputes and disputes. This can occur because land is a highly vulnerable object that can be used as an object in a sale (Azizah Kamilah Putri, Anita Afriana, 2022) . Based on Case Decision No.107/Pdt.G/2021/PN Srp , this land dispute lawsuit was registered on October 22, 2021 by Stanley Agung Kurniawan (Plaintiff) whose address is Ngagel Jaya Utara 103/1 RT.002 RW.001, Baratajaya Village, Gebeng District, Surabaya, East Java , it is known that the first defendant in this case is named I Made Sedidi with an address in Sekartaji Hamlet, Nusa Penida District, Klungkung Regency, Bali and M. Taufiqur Rachman, SH, M.Kn. with an office address at Jalan Patimura No.29, Semarapura Tengah, Klungkung Regency, Bali as Defendant II . Based on the results of the analysis, it is known that Stanley Agung Kurniawan (Plaintiff) purchased land from I Made Sedidi with Ownership Rights Number: 697/Sekartaji with an area of 8510 square meters with Measurement Letter Number: 00523/Sekartaji/2016 located in Sekartaji Village/Sub-district, Nusa Penida District, Klungkung Regency, Bali. As stated in the sale and purchase agreement dated March 12, 2018, the agreed land price is IDR 35,000,000 per are with a total area of 8510 m², which becomes IDR 2,978,500,000 (two billion nine hundred seventy-eight million five hundred thousand rupiah) and the payment is made in stages. From the total payment that has been made by the Plaintiff as much as 4 (four) times to 988,000,000 (Nine hundred eighty-eight million rupiah). The plaintiff was shocked when in October 2020, SHM Number: 697/ Sekartaji which was kept by the Notary was requested by Defendant I on the grounds that Defendant I had committed a breach of contract/broken promise because for three years he had not paid off the land sale and purchase payment to Defendant I within the agreed timeframe. in the private sale and purchase agreement, namely December 31, 2019. Before the mutually agreed due date , Defendant I had contacted the Plaintiff either by telephone or Defendant I went to Surabaya to meet the Plaintiff but the Plaintiff did not respond well, even Defendant I was asked to sign the Letter of Settlement for the Purchase of Land SHM No. 697 / Sekartaji located in Sekartaji Village, Nusa Penida District, Klungkung Regency, Bali Province.

The results of the court's decision in the reconversion:

1. Granting the claim of Plaintiff I in Counter-Convention/Defendant I in Convention in part;
2. Stating that the Counterclaimant/Conventional Plaintiff has neglected to carry out his obligations as the purchaser of land with Ownership Certificate (SHM) Number 697/Sekartaji, with an area of 8510 m² (eight thousand five hundred and ten square meters) in the name of I Made Sedidi which is located in Sekartaji Village, Nusas Penida District, Klungkung Regency, Bali Province.

3. under hand dated March 12, 2018 valid and legally binding ;
 4. Legally declares the Counter Defendant/Conventional Plaintiff in Breach of Contract or Breach of Promise regarding the Sale and Purchase Agreement under hand dated March 12, 2018
 5. Legally declares the private Sale and Purchase Agreement dated March 12 2018 null and void and all its consequences;
 6. Stating that the legal entrustment of the Certificate of Ownership (SHM) No. 697/Sekartaji by Plaintiff I Counter-Convention/Defendant I Convention to Plaintiff II Counter-Convention/Defendant II Convention dated 12 March 2018 is valid and legally binding;
 7. Rejecting the lawsuit of the Counterclaimant/Conventional Defendant other than and the rest
2. Understanding Land Sale and Purchase

Land is an object that is essential to human life, land has economic value and land is also an inseparable unit, therefore the holder of land rights can be transferred based on Law No. 5 of 1960 (Leplingard et al., 2003) .

An agreement is a legal relationship between one seller and another which can then result in legal consequences (Hayati, Gina, Hidayatullah, 2020) . A sales and purchase agreement is a binding agreement between the seller and the buyer and each has responsibility for their performance in terms of being able to provide goods and being able to pay the price of the goods at a mutually agreed price so that it can create clear things on an object. (Suparyanto and Rosad (2015, 2020) . According to Andrian Sutedi (2007) buying and selling land is a an agreement between parties who own an object in the form of land who bind themselves to hand over the rights to the land and the other party, namely the buyer, binds himself to pay the price of the land according to the agreement that has been made together. In the UUPA, the practice of buying and selling land is not clearly explained, but in the UUPA it is explained that the national land law of the Indonesian nation is land law based on customary law that has been in effect so that it has been perfected and does not include regional characteristics (Drajat Muhamad Jaelani, 2022) .

3. Factors Causing Buying and Selling Land Under Hand

According to Afriyandi (2018), land sale and purchase practices inevitably involve costs. These include state fees and fees paid to officials conducting the sale and purchase, which are negotiable. Land sale and purchase transactions are still carried out by Indonesians due to low public awareness of the importance of using land certificates as legal basis and proof of rights (Pratiwi et al., 2020) . The process of transferring rights carried out by PPATs is considered very long and involves many stages in managing land registration documents (Fernandes, 2014) . transactions are a common practice among Indonesians due to their simplicity and the lower costs compared to land transactions conducted before a Land Deed Official (PPAT) using a Deed of Sale and Purchase . Land sales are conducted in several ways. The first is oral sales . This practice is popular among the community due to the perceived mutual trust that makes it unnecessary to provide written evidence. Oral agreements are typically made between relatives or close neighbors because they have lived side by side for a considerable period and have become acquainted with each other. They believe their agreements will not lead to any conflict or problems. Another practice, known as underhand sales, is sales with written evidence, receipts, or certificates issued by the Village Head in the area, and witnesses. Next is the practice of buying and selling land which is carried out before the Land Deed Making Officer (PPAT) and the issuance of the Sale and Purchase Deed by the PPAT.

An example of an underhand land sale is the one in Arang Limbung Village, Sungai Raya District, Kubu Raya Regency, where the land was certified with a master certificate. The land was certified and registered at the land office, but the sale was underhand (Pendidikan et al., 2014). There are several requirements that must be met when conducting a sale and purchase under applicable laws and regulations. If these requirements are not met, the sale and purchase agreement can be canceled by law . These requirements include formal and material requirements. Formal requirements are the requirements for the formalities of the sale and purchase. Formal requirements consist of proof of rights in the form of a deed of sale and purchase and the official who issued the deed. Material requirements are the requirements regarding the subject and object of the object being traded, namely a land seller must be a person who has the right to sell the land, the buyer must also be a person who has the right to purchase the land, and the land to be used as the object of the sale and purchase must be land that is free from disputes so that it is safe to be traded .

4. Legal Consequences of Underhand Land Purchases: Decision No. 107/Pdt.G/2021/PN Srp
 - a. Based on Land Sale and Purchase According to Customary Law

According to Soekanto (2013) the buying and selling process in In customary law, a land transfer is a process of transferring land rights that is cash , real, and transparent. Cash transfer means the transfer of rights from one party to another and is carried out simultaneously with the payment made by the buyer. Payment for the land does not have to be paid in full immediately, but can be paid later under debt law. Real transfer means that a person has the intention of what he says, and what he says is in line with what he does, and the purpose of the sale and purchase can be clearly seen. Clear transfer can be interpreted as an act of transferring rights that must be carried out in in front of the Head of the Adat , and must be able to play a role as an official in realizing order or the legitimacy of the transfer of the rights in question and ultimately this action will be known to the general public. (Al-Himni & Ratna MS, 2022) . Based on the descriptions that have been explained, the principle of clarity in the conditions of sale and purchase based on customary law has been fulfilled because the sale and purchase was carried out by the person concerned in the presence of a notary and the private sale and purchase agreement that has been carried out is valid because it was carried out in cash even though only part of it has been paid while the payment of the remaining part will be paid later in accordance with the contents of the agreement that has been made and agreed to by the person concerned.

b. Land sale and purchase according to the Civil Code

Based on Article 1457 of the Civil Code , a sale and purchase is an agreement between a seller and a buyer in which one party is obliged to bind themselves to provide an object while the other party is obliged to pay the agreed price. The nature of a sale and purchase agreement executed by one party with another is obligatory , which is an agreement that can create a bond so that one party and the other party have mutual rights and the object promised has not been transferred to the buyer. The object promised can only be transferred if a delivery has occurred. According to Permadi (2014), a sale and purchase agreement is essentially an agreement carried out in 2 (two) stages. The first is the stage of agreement between the seller and buyer for the transfer of rights to the object and for the price of the object promised. The second is the stage of delivery of the object that has been agreed upon so that the object transfers rights. (Setiawan et al., 2021) .In p 1320 of the Civil Code there are conditions that make a sale and purchase agreement valid. These conditions include:

1. Agreement between both parties

An agreement is when the seller and buyer agree to engage in a sale and purchase, ensuring that the agreement between the two parties is legally binding . This agreement is implemented to avoid coercion and fraud on the part of either party . An agreement can be established through bargaining and a willingness to accept, either verbally or through certain symbols. Written agreements can be executed using an authentic deed or a private deed. (Rismadewi & Utari, 2015) Based on the description explained above, that the underhand sale and purchase with Decision No. 107/Pdt.G/2021/PN Srp is a valid agreement because the seller and buyer mutually agree to carry out the sale and purchase and can be proven by the underhand sale and purchase deed that they have made and agreed to .

2. Skills

According to Article 1329 of the Civil Code, a person entering into a sale and purchase agreement must be competent. Competent means that the person has reached adulthood and is mentally and physically sound. Under the Civil Code, adulthood is defined as reaching 21 years of age for men and 19 years of age for women. If the party entering into a sale and purchase agreement is not yet considered an adult, the sale and purchase can still be carried out through guardianship. Based on the Circular Letter of the Minister of ATR/BPN No. 4/SE/I/2015 , it is explained that the minimum age is 18 years or the person concerned is married. Based on this description, the private sale and purchase agreement in Decision No. 107/Pdt.G/2021/PN Srp) is a valid sale and purchase agreement because it has met the 'capacity' requirement, namely that both parties involved in the sale and purchase have both entered adulthood based on the Civil Code and based on the Circular Letter of the Minister of ATR/BPN No. 4/SE/I/2015.

3. Certain things

The subject matter of an agreement is the object of the agreement itself. This implies that the subject of the agreement is the obligations and rights between the seller and the buyer. This means that each party has rights that must be fulfilled. Based on the description above, Plaintiff I's obligation to pay off the agreed-upon purchase transaction to Defendant I was not fulfilled. Therefore, the purchase agreement does not meet the requirements for a valid "certain thing" agreement.

4. For halal reasons

The definition of "reason" refers to the content of the agreement, or what the seller and buyer hope to achieve through a sale and purchase agreement, having a legal and legitimate basis. "Halal" means that what is agreed upon does not violate government regulations or customary law. Therefore, the content of the sale and purchase agreement determines whether the "halal cause" requirement is met. The terms "mutual agreement" and "capacity" are subjective conditions of an agreement because they relate to the subject of the agreement. If these two conditions are not met, the agreement can be voided. The terms "certain thing" and "lawful cause" are objective conditions because they relate to the object of the sale and purchase. If these objective conditions are not met, the sale and purchase agreement can be voided by law. The agreement between the seller and the buyer with the object in the form of land carried out based on the case study: Decision No. 107/Pdt.G/2021/PN Srp when analyzed from the Civil Code, according to the author what they agreed to is valid, this is caused by the failure to fulfill one of the four conditions of sale and purchase according to the Civil Code, namely in the case of the condition of 'certain things', namely the buyer cannot pay in full according to what has been written in the agreement deed so that the buyer commits a breach of promise/default, based on Article 1320 of the Civil Code which is a valid condition for an agreement to meet these four conditions.

c. Buying and Selling Land According to UUPA

Based on the article in Article 5 of Law No. 5 of 1960 which explains that national land law is customary law, it can be concluded that national land law is similar to customary law. The law on land in national law is real, cash and also transparent, the sale and purchase of land involves authorized officials, namely PPAT or PPATS, not only carried out in the presence of the Village Head as a witness to the sale and purchase. There are conditions that must be met based on the regulations in Law No. 5 of 1960, namely formal and material requirements. The material requirements are as follows :

a) The buyer has the right to purchase the land

According to Article No. 21 of Law No. 5 of 1960 , which Only Indonesian citizens and legal entities designated by the government can obtain or own land ownership rights . In this case, the buyer (plaintiff) has the right to purchase the land in question because he is an Indonesian citizen . Therefore, the requirement for "buyer to own land" has been met.

b) The seller has the right to sell the land in question

In this case, the Seller (Defendant I) has the right to sell his land because the Seller is the legal rights holder. from the Land Ownership Certificate No. 697/Sekartaji covering an area of 8510 M2 .

c) The land object of the sale and purchase is not in dispute

Land with Freehold Title No. 97/Sekartaji with an area of 8510 M2 as the object of sale and purchase is land that is not in dispute , so it meets the material requirements.

If one of the material conditions above cannot be fulfilled, namely the buyer is not the person who has the right to buy, the seller is not the person who has the right to sell, or the land to be bought and sold is the object of a dispute, then the sale and purchase agreement made is null and void by law.

Which is a formal requirement in The transfer of rights due to a sale and purchase is a formality in a sale and purchase, in the form of a deed of sale and purchase and the presence of a person appointed as the official who makes it. This authorized official is the PPAT or PPATS. If the buyer cannot prove the transfer of rights due to the sale and purchase with a Deed of Sale and Purchase, then the application for transfer of rights due to the sale and purchase can be rejected . Article in PP No. 24 of 1997 concerning Land Registration states that registration of transfer of rights due to a sale and purchase can be registered at the Land Office if the applicant can prove the sale and purchase with a deed made by an authorized PPAT or PPATS. Based on this regulation, an agreement made without the presence of a PPAT and without a deed of sale and purchase remains valid according to the UUPA. However, in the transfer, so that the certificate records the name of the legitimate rights holder, the absence of a deed of sale and purchase can prevent the transfer of rights from being processed at the BPN.

Based on the description above, an underhand sale and purchase agreement does not produce an AJB (Sale and Purchase Deed) made by a PPAT so it does not fulfill the formal requirements of a land sale and purchase agreement.

D . Conclusion

The case in Supreme Court Decision Number 107/Pdt.G/2021/PN Srp concerning underhand sale and purchase is a valid sale and purchase agreement based on customary law, the UUPA, and the Civil Code. The UUPA's sale and purchase agreement is based on customary law, namely clear, real, and cash. The requirements for a valid sale and purchase agreement based on the Civil Code must meet material and formal requirements. A sale and purchase agreement made after fulfilling clear, real, and cash, formal and material requirements is valid even without a sale and purchase deed and witnessed by a PPAT. However, an article in the UUPA explains that the transfer of rights due to a sale and purchase must be registered at the land office for orderly administration. The registration of the transfer must be accompanied by a sale and purchase deed to process the transfer of rights.

Based on the analysis case in Supreme Court Decision Number 107/Pdt.G/2021/PN Srp that as explained previously, Article 1320 of the Civil Code is the legal basis in testing the validity of the sale and purchase agreement made by the seller and buyer . In the provisions of the article it has been explained that there are 4 (four) requirements needed in determining the validity of a sale and purchase agreement . In the case of a private sale and purchase agreement Decision No. 107/Pdt.G/2021/PN Srp) , the sale and purchase agreement made by both parties is valid according to customary law, but according to the Civil Code, the sale and purchase agreement does not meet the requirements for validity, namely 'certain things', namely the Plaintiff cannot pay off the payment according to the time written in the private sale and purchase agreement and the Plaintiff does not act in good faith by asking Defendant I to sign the Letter of Full Payment for Land Purchase SHM No. 697 located in Sekartaji Village, Nusa Penida District, Klungkung Regency, Bali Province.

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