



## Legal Review of Selling Land of Inheritance without Approval of All Heirs

Fakhrizal Arief Firmansa<sup>1</sup>, Isdian Anggraeny<sup>2\*</sup>, Yelita Putri Pramithasari<sup>3</sup>

<sup>1,2,3</sup> Faculty of Law, University of Muhammadiyah Malang, Malang, East Java, 65144, Indonesia

\* corresponding author: [isdian@umm.ac.id](mailto:isdian@umm.ac.id)

Article Info	Abstract
<p><b>Keywords:</b> Buying and Selling; Land Rights; Inheritance</p> <p><b>Article History</b> Received: Mar 06, 2020; Reviewed: Mar 06, 2020; Accepted: Mar 07, 2020; Published: Mar 31, 2020.</p> <p><b>DOI:</b> 10.22219/ljih.v28i1.11817</p>	<p><i>The land is one of the most valuable items because it is a source of life and livelihood for humans. The land has economic value and spiritual value for the owner. However, as the community's need for land increases, so does the legal problem in acquiring land. Everyone will disagree with one another in defending their land rights. One of them is ownership disputes that occur in inherited land which are the object of the transfer of land rights to other parties, for example through buying and selling. There are several phenomena of legal problems due to the sale and purchase of inherited land which is carried out unilaterally by one of the heirs and / or several heirs. Therefore, in this paper, we will discuss some problem formulations, namely: (1) What is the position of the sale and purchase of land over inherited land without the consent of all heirs? (2) What are the legal consequences of buying and selling land on inherited land without the consent of all heirs? Through normative juridical study, the following results are obtained. First, the legal act of buying and selling inherited land without the consent of all heirs is an illegal act before the law. Secondly, the legal consequences of buying and selling land on inherited land without the approval of all heirs are null and void.</i></p>

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### INTRODUCTION

Today which is quite widespread and has become one of the national problems is an agrarian conflict. This is as data released by the Consortium for Agrarian Reform in 2017 recorded 659 (Reform, 2017) incidents of agrarian conflict in various regions and provinces in Indonesia between the government and the people, corporations with the people, and individuals. However, when examined more specifically related to land disputes (Hartanto, 2018), one of which is disputes due to the process of transferring non-transparent land rights between the owners and / or heirs, which in turn is detrimental to the party taking over the land (new owner).

One form of land rights licensing is buying and selling. Buying and selling can be carried out on movable and immovable objects such as land, both land originating from private property, inherited land and customary land and others (Nurdin & Tegnan, 2019). The legal act of buying and selling land is one form of transfer of land rights to others to transfer ownership rights to land (Kawuryan, 2014). The transfer of ownership rights through inheritance takes place by law because all assets including debts and debts of a person will automatically shift to inheritance when the person dies.

The land is a source of life and livelihood because besides land has economic value, it is also a spiritual value for the owner. Everyone will disagree with one another in defending their rights to their land, including disputes that occur in inherited land for heirs, and including July purchase, leasing, and such will be a legal problem if it does not involve all heirs. Several phenomena of legal problems due to the sale and purchase of inherited land are carried out unilaterally by one of the heirs and / or several heirs which can be used as material. First, the case that occurred in the family of Umi Yati, M. Saleh, Sarifah and Kalisom M. Amin who were the heirs of Mr. M. Amin (heir). Where Umi Yati unilaterally sold the land to Mr. Arif Firdaus (buyer) for an area of 14,867 Square Meters, then sold in lots to several people, 24 people. For this action, the other heirs, namely M. Saleh, Sarifah and Kalisom M. Amin filed a lawsuit in the Raba Bima District Court, to the Supreme Court. (Putusan Pengadilan Negeri Raba Bima Nomor 63/Pdt.G/2012/PN.RBI, 2012) (Pengadilan Tinggi Mataram Nomor 114/PDT/2013/PT.MTR, 2013) (Putusan Mahkamah Agung Nomor 838 K/Pdt/2014., 2014) Second, the case that occurred in the family of Mr. Gunawan (heir), because the inheritance from Mr. Gunawan was not divided at once, but only divided in half and entrusted to their oldest siblings. But at one time they found out that their oldest sibling was selling the inheritance in the form of land secretly without informing his other brothers. (Suciana, 2016)

About inherited land as an object of sale, the first applicable law is inheritance law, then the sale and purchase law (Rialzi, 2016), Inheritance law regulates matters relating to a property, which if the asset is not discussed, can lead to conflict between entitled parties. Therefore, discussions and the distribution of the inheritance must be carried out immediately to all heirs who are entitled to minimize conflicts in the future. If the heir wishes to sell off the inheritance from his parents but has not been divided, then (Das Sein) should seek prior approval from the parties who become heirs as the party who obtained the rights to wealth arising from inheritance. (Rialzi, 2018) In this Agreement, an heir's certificate is made underhanded and then endorsed by the authorized official, the Land Deed Making Officer (Called PPAT/PPATS). As this has been regulated in Article 101 (Minister of Agrarian, 1997) that the PPAT in making a Sale and Purchase Deed must be based on the seller's

self-documents and the basis of ownership, and if not made in the form of the PPAT deed as long as the document showed is considered to prove the basis of the relationship and ownership of the land, the Land Agency will register the transfer of land rights.

Based on Article 188 of the Compilation of Islamic Law, heirs, either jointly or individually, can ask other heirs to immediately distribute the inheritance. (Minister of Agrarian, 1997) If among some of the heirs do not approve the request, the party concerned has the right to file a lawsuit through the local Religious Court, for those who are Muslims to carry out the distribution of inheritance. There are quite a lot of phenomena of buying and selling inherited land which is carried out unilaterally, especially in rural and urban areas. However, this issue is not publicly published because of the tendency of the community not to resolve the issue through the Court, especially for rural communities, due to economic factors. Based on the description of the case, at least the practice of buying and selling land caused disputes between families, even spread to third parties who bought the land. Thus, based on the explanation of the problem above, in this paper take several formulations of the problem to discuss, namely: (1) What is the position of the sale and purchase of land against inherited land without the approval of all heirs? (2) What are the legal consequences of buying and selling land on inherited land without the consent of all heirs?. Contribution of this research will give a new perspective and theory in private law, especially in selling land in practice.

## **METHOD**

Method that the author uses in this study is normative juridical research (normative legal research) by examining legal products in the form of regulations and looking at the reality in society relating to issues in this study. (Soeryono Soekanto, 1990) Normative research uses legal material that includes letters, books, legislation, to official documents issued by government officials. (Soejono Soekanto & Mamudji, 2004) This normative juridical approach focuses on juridical issues regarding the provisions of land law (Adi, 2004) along with the law on the transfer of land rights in Indonesia. The approach method used by the author in this study includes 1) statute approach, namely by analyzing the legislation (Marzuki, 2017) relating to inheritance law and land law, and the transfer of land rights law; 2) Conceptual approach, namely by studying and understanding the concepts (Ibrahim, 2007) regarding the principles of transfer of land rights in Indonesia. Furthermore, legal material analysis techniques are carried out using legal materials classified and arranged systematically. Techniques for analyzing using the system of interpretation in technical analysis of legal materials, such as grammatical interpretation, and systematic interpretation.

## RESULTS AND DISCUSSION

### Position of The Sale and Purchase of Land Against Inherited Land without The Approval of All Heirs

#### a. Regulation of the Transfer of Land Rights through Inheritance

Arrangements concerning the transfer of land rights through inheritance are contained in several Regulations relating to Land, namely Law No. 5 of 1960 concerning Provisions on Agrarian Principles, Law No. 16 of 1985 concerning flats, Government Regulation Number 40 of 1996 concerning Usage Rights, Building Rights, Use Rights for Land, and Government Regulation Number 24 of 1997 concerning Land Registration, Minister of Agrarian Regulations Number 3/ 1997 concerning Provisions for Implementing Government regulations Number 24/1997 and besides that, the general transfer of land rights through inheritance of the Civil Code, and Compilation of Islamic Law (Called KHI). The provisions governing the transfer of land rights through inheritance in this case the authors describe in the table below:

**Table 1. Arrangement of the Transfer of Land Rights through Inheritance.**

Laws and Regulations	Article	Regulates:
<b>Transfer of Land Rights through Inheritance</b>		
1. Civil Code	Article 830-833 (Civil Code, n.d.)	The basic concept of inheritance according to Western law
2. Presidential Instruction No. 1 of 1999 concerning Compilation of Islamic Law	Article 171 Paragraph 1, Article 175 Paragraph 1, Article 187 Paragraph 2, and Article 188 (Republik Indonesia, 1999)	The distribution of inheritance and provisions for heirs According to Islamic Law
<b>Registration of Transfer of Land Rights through Inheritance</b>		
1. Law Number 5/1960 concerning Agrarian Principal (Republik Indonesia, 1960)	Article 19 Juncto Article 23 paragraph 1 (Republik Indonesia, 1960)	transfer of land rights by registering to ensure legal certainty
2. Government regulations Number 24/1997 concerning Land Registration (Indonesia, 1997)	Article 42 paragraph 1 (Indonesia, 1997)	registration of transfer of rights due to inheritance of a parcel of land must be submitted by the person receiving the relevant land rights as an inheritance to the land office.
	Article 42 paragraph 2 juncto Article 39 paragraph 1 letter b;	Heritage land registration documents
	Article 42 paragraph 3	Proof of heirs with proof of heirs
	Article 42 paragraph 4	If the recipient of the inheritance is more than one person and the inheritance of the land falls to a certain beneficiary, the proof of heirs with proof of heirs and the deed of distribution of heir.
	Article 42 paragraph 5	Registration of transfer of rights by the deed

		of distribution of inheritance and/or certificate of proof as heir.
3. Minister of Agrarian Regulations Number 3/ 1997 concerning Provisions for Implementing Government regulations Number 24/1997(Minister of Agrarian, 1997)	Article 111(Minister of Agrarian, 1997)	Submission of registration of land rights and several documents that must be attached.

Based on the provisions in the table above shows that the regulation of transfer of land rights in the context of inheritance has shifted since the opening of inheritance (death of the testator) (Nimah, 2019). Therefore, since the inheritance is opened, the rights, obligations, and assets have been transferred to the heirs, of course, by showing valid proofs as heirs and the conditions in the distribution of heirs. In this case, the context of inheritance in question is the inheritance of land rights, because legally the object is the right to open the land, as is understood in general, although the ultimate goal is for the heirs to legally control and use the land concerned.(Santoso, 2015) Because not everyone who controls the physical land is directly interpreted as the owner of the land rights. Conversely, if a person has land rights then he can also be said to control his physical.

Obtaining a right to land can occur due to inheritance as described above which can occur because of a will (testament) from the testator before he dies, or because of the provisions of the law (ab intestato. Transfer of land rights from the subject of right-holder to one or several people others can occur because of a legal event where died of his world right holders of origin on the ground, and therefore a legal act which is done by the rights holder or owner with others in a way Swap, Grant, Purchase, and others. (Santoso, 2015)

Thus in transferring land rights, it can be done in 2 (two) ways, namely:

1) Switching

Boedi Harsono, which means "switch", refers more to the transfer of a property right to another person when the owner of the rights dies. Thus the transfer of ownership due to inheritance occurs "because the law ", which means when the owner of the land rights is passed away, the heirs will mem by the right of ownership according to the law since he died.(Harsono, 2008) In the context of "switching", the party who obtained the rights must fulfill the provisions as the subject of land rights which are the object of inheritance.(Santoso, 2015) For Islamic heirs and heirs, the rule applies

the Compilation of Islamic Law as a basis for evaluating the requirements as legal heirs.

## 2) Transfer of Rights.

In the case of "transfer of rights" to a land right, the person transferring must be the person who is legally entitled and authorized to transfer the rights, while the person who will obtain the rights must fulfill the conditions as the recipient of the rights to the land which is the object of the rights. (Santoso, 2015) Legal acts in the form of sale and purchase, exchange, etc., are a form of transfer of land rights from a person whose rights to others are intentionally carried out to ensure that the other person obtains these rights.

Based on the two forms of transfer of rights over an object above, the transfer of rights to land which in this case is the basis of the author's research is included in the two forms of the transfer. Because the origin of the land being sold is inherited land so that it moves legally by itself, then the land is sold unilaterally by one of the heirs so that there is a legal act of "transferring rights to land". In principle, the transitional object through inheritance is not only land rights, both ownership rights, land use rights, building rights, use rights, but also ownership rights over flats, except the use rights on state land.

In the case of transfer of land rights through inheritance, three conditions must be fulfilled first, namely: (1) a person has died; (2) there are assets left, and (3) there are heirs. (J. Satrio, 1992)

### 1) Heir.

For Muslims KHI explains "an heir is a person who at the time of his death or was declared dead according to the decision of the Islamic court, leaving an heir and inheritance. People who die and leave behind the property are called "heirs".

### 2) Heirs.

Anyone who is a substitute or substitute position in the field of wealth law, which is caused by the death of the testator is called an "heir". While the heirs in Islam according to KHI are people who at the time of death have blood relations or marital relations with the testator, the religion of Islam, is not hindered because of the law to become an heir. Besides, the requirements to become heirs according to Article 836 and Article 899 of the Civil Code that people who act as heirs must exist (already born) at the time the inheritance is opened. Apart from having to be there, the person must still be alive when the heir dies.

### 3) Inheritance / Legacy Property

In KHI, inheritance is distinguished from inheritance. The inheritance is the property left by the testator either in the form of property which belongs to him or his rights. While the inheritance is the remaining assets after spending all the needs of the testator for corpses, debts, and others which is the sum of the inheritance and joint assets of the heir. Meanwhile, J. Satrio called it wealth in the form of assets and liabilities of the heir to be transferred to the heirs who became joint ownership of the heirs.

If all of the basic conditions above are fulfilled, a new inheritance will be born of property in the form of land to be transferred based on the respective legal provisions. Even though legally when an heir dies automatically all of his property becomes transferred to his heirs, but his ownership is "joint ownership of the heirs" as long as there is no division according to the law of each heir's part. Therefore, experts who fulfill the requirements must immediately take care of the Heir's Death Certificate, Inheritance Certificate and or Determination of Inheritance in the Village as legal standing to discuss the distribution of inheritance. The distribution of inheritance is carried out jointly by the heirs either by an underhand deed by the heirs themselves who are attended by two witnesses, or by an authentic deed in a Notary.

After the distribution of inheritance, heirs are obliged to register the inheritance of land rights to the local Land Office by enclosing documents in the form of the death certificate of the testator, certificate of heirs, land certificate and or other evidence of land records if not yet certified. The purpose of the registration of the transfer of rights due to inheritance is to provide legal protection for the heirs and the sake of orderly administration of land so that physical and juridical data are always up to date. (Santoso, 2015) If the heirs are more than one person and no inheritance has been provided, the transfer of rights shall be made to the heirs as "joint ownership" and further distribution of rights can be carried out with the Deed of Sharing of Assets (called APHB) as described in Table 1. Thus arrangements and procedures for the transfer of land rights to minimize disputes between heirs.

#### **b. Position of The Sale and Purchase of Land Against Inherited Land without The Approval of All Heirs**

Sale and Purchase is an agreement whereby one party binds itself to surrender ownership of certain goods while the other party pays the agreed price. (Article 1457 of Civil Code, n.d.) Delivery of goods by the seller is not just power over goods *feit lijk*, but the right of ownership over land by "levering". (Subekti, 1990) As a sale and purchase agreement, it is a consensus agreement that was born when an agreement was reached between the seller and the buyer regarding the key elements that are, the goods and prices of buying and selling, even though the object of buying and selling of immovable goods The consensual nature can be seen in Article 1458 which reads

"the sale and purchase are considered to have occurred between the two parties when they have reached an agreement on the price and the goods even though the goods have not been delivered or the price has not been paid".(Civil Code, n.d.)

Legally traded is the right to his land, not his land, with the aim that the land buyer can legally control and use his land. Sale and purchase of land in the Government Regulations Registration of land Article 37 state that "the transfer of land rights through the sale and purchase can only be registered if proven by a deed made by the Act of the Actor of Making Land Deed (PPAT)" according to applicable regulations.

According to SW Sumardjono, there are several characteristics of buying and selling land that must be available:

1) Cash in Nature.

Cash means that the seller surrenders land rights carried out simultaneously with payment by the buyer for the price. That was when the transfer of land rights occurred, even though the price paid was not paid in full or would not reduce the nature of cash. If there is a price difference that is less, then it is considered as a debt of the buyer to the seller who is subject to the legal provisions of debts.(Santoso, 2015)

2) Its Nature is Real.

Real means that the will of the parties, both the seller and the buyer, must be followed by actual actions, such as the receipt of money by the seller and the making of an agreement before the authorized official,(Santoso, 2015) like the Village Head, and PPAT / PPATS.

3) It's Light.

Light means that the legal actions of the parties carried out do not violate the applicable legal provisions(Santoso, 2015) by involving the authorized officials namely the Village Head and / or in the presence of PPAT / PPATS.

Thus, in every legal act of transferring land rights through the Sale and Purchase, the buyer and seller must pay attention that the implementation is carried out with the principle of cash, real and clear. But if you view the opinion of one of the judges in one of the studies, that fulfilling the real, cash and light elements is not enough, therefore to protect the buyer, the buyer must control the land in real terms after the sale and purchase are done. As the statement said:

For the purchase of land that has not been certified, if the sale is carried out before the village head / customary stakeholders, and whether the buyer before buying has ever inspected the land, such as visiting an object purchased, ask people around, ask the RT head / RW, read the origin of the land, to



ensure that the land belongs to the seller. After that it is seen whether there is mastery after he bought? sometimes the seller is not the owner of the land or does not own him (budel inheritance). So there are two benchmarks to what extent the buyer seeks to ensure that the object belongs to the seller and mastery (Putor & Et.al, 2016).

The effort was made to assess the existence of good faith for the purchaser of land and to provide legal protection for the purchaser from legal irregularities committed by the seller of inherited land.

To register the transfer of land rights through the sale and purchase, it must meet two legal requirements for the sale and purchase of land rights, namely:

1) Material Requirements

The Party of both the owner of the land rights must be the person authorized and authorized to sell the land rights and / or take action any law on land, so also the party who will receive land rights (the buyer) must be a person who qualifies as the holder of the rights to the land which is the object of sale.(Putor & Et.al, 2016)

a) For Sellers.

- (1) A person authorized and authorized to sell is a person whose name is stated in the certificate and / or letter other than that.
- (2) Authorized to sell his land when he is an adult unless represented by his guardian if he is not yet an adult, and is not under authority unless represented by his leader.
- (3) Prior approval must be obtained from the husband or wife if the rights to land are sold as "joint property.(Putor & Et.al, 2016)

b) For Buyers.

If the object of buying and selling is in the form of private property, those who can buy are Indonesian citizens, government banks, religious bodies, and social institutions.

2) Formal Requirements

To be able to register the transfer of title to the sale and purchase of land, it must be proven by a Deed made by and/or before PPAT / PPATS, the formal conditions of sale and purchase as explained in Article 37 paragraph 1 of Government Regulation Number 24 the Year 1997 regarding land registration above, and indeed the formal requirements in the sale and purchase are not absolute, because paragraph 2 of the article regulates that the Deed is not made by the PPAT, but the Land Office considers the evidence shown to be true enough to register the rights concerned.(Putor & Et.al, 2016)

The above conditions apply to sellers and buyers of land rights and are carried out in cash, real and clear without violating the law and or the rights attached to the land rights that are the object of sale and purchase.

What if the object of sale and purchase is derived from inherited land, especially inherited land that has not been divided, then the status of the land is joint land rights of the heirs (if more than one) as stipulated in Article 42 paragraph 5 of the Government Regulations concerning Land Registration for 1997 Juncto Article 111 paragraph 4 of Minister of Agrarian Regulations/ BPN No. 3 of 1997 concerning Provisions for Implementing Government Regulations 24 of 1997, the legal act of transferring land rights to inherited land must involve all heirs as rights holders.

So that the position of buying and selling land for inherited land that has not been divided, in the eyes of Government Regulations Land Registration described above, if sold by one of the heirs then at least the heirs who sell must seek approval from other heirs, as part of the holder of land rights based on his inheritance rights and as holders of joint rights. Besides, if a one-sided sale and purchase of one heir are reviewed based on Article 1320 (4) Civil Code regarding legal causal as a legal condition for an agreement - including the sale and purchase of land rights - where what substance is promised and the object of sale and purchase may not conflict with the order, public interest, immorality, and law. While the provisions of Article 188 KHI, 834 Civil Code, and Government Regulations of Land Registration require the involvement of all heir holders in transferring common land rights. Therefore, one of the heirs is not allowed to sell the inherited land unilaterally, although he also has the right to the inherited land, it is not full. Thus, the legal act of buying and selling land is an illegal act before the law.

### **c. Legal Consequences of Buying and Selling Land on Inherited Land without The Approval of All Heirs.**

Heritage land as an object of sale and purchase requires caution, especially on the Purchaser. Inheritance land as an object of sale and purchase first completes the distribution of the rights of the heirs, especially the distribution fairly and correctly according to law. Based on the case described above, it can be concluded that there are facts, namely: first, the sale of land is not made by the Deed of Purchase from PPAT / PPATS. Secondly, not all heirs sign land purchase agreements, so it can be said that there has not yet been a transfer of land rights. Third, we assume that there was a falsification of a letter made by one of the heirs in the buying and selling process.

Please note that the law of sale and purchase must be done by making the PPAT Deed. The PPAT deed is proof of the transfer of land rights through buying and selling (Putor & Et.al, 2016). In the transactional process of buying and selling land,

the PPAT will ask for land documents to be sold as evidence and consideration for a PPAT to make a Deed of Sale. A PPAT is also obliged to investigate the authority of the selling party as well as the party buying and checking the original certificate - if it is already registered - or land certificates which constitute proof of ownership submitted by the Seller to him when making the Deed.(Frederic Mayore, 2017)

According to Irma Devita, in making the Deed of Sale land data is needed which includes: "Original PBB for the past five years and STTS, Original Land Certificate, Mortgage Certificate if the conditions are encumbered with mortgage rights. Seller and Buyer data are also needed, namely: Photocopy of ID card of the seller's and buyers' husband and wife, Photocopy of Family Card and Marriage Certificate, and Photocopy of NPWP of Seller and Buyer.(Devita, 2011) Based on the terms and conditions of the documents needed to make the Deed of Sale of Land at least be able to minimize the occurrence of inheritance land disputes due to unilateral sale and purchase. However, in practice, most people sell land without the sale and purchase agreement from the PPAT. So that the tendency of land to be sold unilaterally is very high.

In a sale and purchase transaction ideally, there must be evidence of land, data of the seller about the object of sale and purchase as supporting documents for ownership rights, because selling land is an act of ownership. Because those who can sell land are only juridical rights over the land. As expressly regulated in the Civil Code Article 1471 which reads "the sale and purchase of other people's goods is null and void and can provide a basis for the buyer to demand reimbursement of costs, losses and interest if he does not know that the item belongs to other people ". Based on this Article in buying and selling, the principle is "the owner", the owner must be the goods or the owner of the land who can sell the land. Otherwise, the buyer can claim compensation for the sale and purchase of the land.

Land Owner as a condition of the party who can sell the land to another party unless there is a granting of the Power of Sale to another party. However, if in this case the land being sold is inherited land and / or has the status as an inheritance object. Then the owner of the land is all heirs, as regulated in Article 833 paragraph 1 which reads "the heirs, by themselves due to the law, obtain ownership rights to all goods, all rights and all receivables of the deceased".(Civil Code, n.d.) The inherent property rights to the land are the heirs. Those who can become heirs according to Islamic law are "people who at the time of death have blood relations or marital relations with heirs, are Muslims and are not hindered because of the law to become heirs".(Article 171 of Presidential Instruction No. 1 of 1999 concerning Compilation of Islamic Law, 1999) These provisions apply imitatively for those who are Muslim or Muslim. An heir is considered Muslim if known from an identity card, confession, practice or testimony.(Article 172 of Presidential Instruction No. 1 of 1999

concerning Compilation of Islamic Law, 1999) While the provisions as heirs for those who are non-Muslims are regulated in Article 832 paragraph 1 (Civil Code, n.d.) which reads "according to the law, those who are entitled to become heirs are blood relatives, both legal according to the law and those outside of marriage and husband or wife who live the longest, according to the following rules. "

Thus, the legal act of selling land carried out by one of several heirs is legal provided that it must also include the approval of another heir. This is of course because the inherent right to inherited land is "joint rights of heirs" as long as it has not been shared. Therefore, every legal action against inheritance must involve all heirs. Ideally, the legal act of selling and/or buying inherited land must be approved by all heirs as a party obtaining the inheritance of land rights.

In line with that, Irma explained that if you want to sell and/or even pledge land rights to certain banks, you must present all heirs to be to give their approval for the legal action. If one of the heirs cannot be present before the PPAT who made the Deed, (Devita, 2011) then he can make a legalized Approval Letter (legalized) by the Notary where the jurisdiction was made and/or the jurisdiction of the land, and/or an agreement is made in the form of a notarial deed.

So what about the legal consequences of buying and selling if the inheritance land sale has occurred and without the signature of all heirs as the owner and/or at least one heir does not sign it? This is, of course, the land that is sold by some of the heirs is land sold by people who are not fully entitled because not all of the land is inherent in their rights (the heirs who sell), but other heirs have land rights. Likewise, a sale of land even though it is done with a PPAT Deed (Deed of Sale) but there is a lack of approval and / or signature of one of the heirs only, then the Deed made by the PPAT is null and void. Although in practice it can be returned to the parties both between the heirs and one of the heirs as the seller and the other party as the buyer as happened in the case of buying and selling Land rights land on behalf of Djumiah. (Anita Sofiana, 2017) When reviewed based on the provisions of Article 1471 of Civil Code, the sale and purchase of inherited land which is carried out unilaterally, or without the consent of other heirs is null and void. With the sale of the law canceled, the sale and purchase between several or part of the Heirs with the buyer are considered to never exist, there is no sale agreement, and legally the right of ownership of the land remains with the right holder, namely the joint-heir same.

## CONCLUSION

Land purchase for inherited land that has not been divided under Article 1320 Civil Code and Government Regulations concerning Land Registration must be carried out by all heirs or if sold by one of the heirs then At least the selling heirs

must seek approval from other heirs, as part of holders of land rights based on inheritance rights and as holders of joint rights. As such, the position of buying and selling land for inherited land without the consent of all heirs is an illegal act before the law.

The legal consequences of buying and selling inherited land unilaterally, or without the approval of other heirs are null and void. With the sale of the law canceled, the sale and purchase between several or part of the Heirs with the buyer are considered to never exist, there is no sale agreement, and legally the right of ownership of the land remains with the right holder, namely the joint-heir same.

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