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The Power of Law To Buy Land A Knock-Off Who Is Not Recognized For Sale Bought It By A Vendor's Heir

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ABSTRACT

This study aims to findout and analyzed the form of proof of Proof in the deed Onderhands has the same power as an authentic deed if the content of the deed is not denied by the parties or in the other words acknowledge and do not deny the truth of what is written and the signatures of the parties in the agreement. The research method in this study uses normative research methods and uses a statute approach and conceptual approach. The result of this research is that in accordance with article 1857 BW, The power of proof of a deed underhand can be equated with an authenthic deed. A Buying and Selling agreement using a deed onderhands is valid if examined in article 1320 BW because it has fulfilled the elements in the legal requirements of the agreement. Second, Efforts to resolve disputes that can be carried out by the buyers is by filling a lawsuit for default at the distirct court, because the absolute requirement for making a Buying and Selling deed (AJB) by PPAT must be attended by the parties concerned. The panel of judges can issue a decision by giving permission to the buyer to register Petok D through a Buying and Selling in order to be able to take care of the transfer of name without the participation of the heirs in order to register a certificate of Land rights at the office of the national defense Agency.

Keywords: The Power of Law, buying and selling Petok D

1. INTRODUCTION

The Increasing need for land for agriculture, business, and for housing. Then control of ownership of land is increasingly strengthened by variuous legal measures needed to maintain the sustainability and peace of its ownership. Land has a very strategic function. Both as a natural resource and as a space for development. Because the availability of land is relatively fixed while the need for land continues to increase. It is necessary to have a good. Firm and careful regulation regarding land tenure, as an effort to realize the ideals of control and use of land for the greatest prosperity of the people (Andy Hartanto,2015).

In general, people in rural areas still consider a letter like Petok D as a proof of ownership of land. Petok D is actually land product tax (verponding) which prior to the enactment of law number 5 of 1960 concerning basic agrarian basic regulations (UUPA) is proof that the land has been registered a tax object and therefore the tax must be paid. Petok D as proof of ownership of land is not strong because it is not accomodated by the applicable agrarian law. There are many reasons for the lack of land that has been certified in rural and urban areas. Including the lack of knowledge from the community about proof of ownership of land that is legal according to law and also most of the people still consider Petok D as proof of legal ownership.

Buying and Selling binding agreement, land between the parties can be done through a deed Onderhands or can also be done through a deed made before a Notary. For land that has a

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freehold title (SHM) or land that does not have a freehold certificate (SHM). The buying and Selling agreement can be made before a notary. The binding of land buying and Selling with the status of certificate of title is an initial legal act that precedes the legal act of buying and selling is different from the legal act of buying and selling land. The notary has the authority to make a land Buying and Selling agreement deed with the status of a Certificate of Ownership (SHM) but is not authorized to make an authentic deed of Buying and Selling of land with a certificate of ownership rights (AJB) with a title of ownership with the official who makes land deeds (PPAT) (Ramdan, Harijanto, 2010).

The definition of a convenant is an event where a person promises to another person or where two people promise each other to do something. From this event, relationship arose between the two people called an alliance. The treaty publishes an alliance between the two people who make it. In its form, the agreement is a series of words containing promises or willingness to be spoken or written. Thus, the relationship between an alliance and an agreement is that the agreement publishes an alliance. There are also other sources that give birth to alliances. These other sources are covered by the name of the Act. So, there is an alliance born of the "Agreement" and there is an alliance born of the " Law" (Subekti, 2002).

In connection with the purchase of Petok D land as stated in the Buying and Selling Agreement (PPJB) agreement. There are of ten many losses incurred by the buyer in the PPJB. In this case, for example, at the time of sale and purchase , the seller and the buyer are only proven by a Onderhands buying and selling Agreement along with a receipt. Which then results in an agreement between the two parties. However, at the time of the buying and selling, Petok D has not been registered to become a a certificate because the buyer does not have the cost so that for the next process the seller dies.

The buyer tries to request the data to the heirs, but the heirs do not want to provide the data, because at the time of the selling the heirs do not know and the heirs do not feel like selling to the buyer. So that the registration of the certificate cannot be processed. Therefore there was a dispute regarding the registration of his land rights. From this description, a problem can be drawn as follows:

1. What is the legal power of a land sale that a seller cannot claim?
2. What legal effort in settlement a land dispute not approved by a peddler heir?

2. RESEARCH METHODS

This research uses normative legal research methods. Normative legal research or commonly known as library law research is a research conducted by examining library materials

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such as laws, goverment publications, books, dissertations, theses, journals, and others. (Soerjono Soekanto dan Sri Mamuji, 2010).

Mukti Fajar ND and Yulianto Ahmad stated that the meaning of normative law research is legal research, who put the law as the norm. The meaning is about the principles, norms, rules of legislation, court decision, agreements and Doctrines (teachings). (Mukti Fajar ND dan Yulianto Achmad,,2010).

3. RESULTS AND DISCUSSION

The Power Law of Petok D

Before 1960 or before the UUPA was issued, the Petok D Letter had the same power as a land title certificate. But after the principle of Agrarian Law came into force on December 24th 1960, that power of proof no longer applies. Now, the Petok D letter is only considered as proof of land tax payment by the land user. So, this letter is very weak if it function as a letter of ownersip. Over the ground as a result of the fact that there are still many people who do not know about the change in regulations. Petok D's letter is often evidence that causes problems in the buying and selling of land. Ownership of land rights by a person or legal entity must be proven. Proof of ownership of land rights is carried out or demonstrated by various kinds of evidence. However, the strongest proof is through land certificated which are strong proof of rights for ownership of land rights. In order to obtain a land certificate, it must be registered at the land registration office. (Andy Hartanto, 2014).

In Indonesia, the land registration system depends on two legal principles, namely, the principle of good faith and the principle of nemoplusyuris. According to the principle of good faith, a person who acquires a right to land in good faith, then he will remain a rightful holder according to law. Furthermore according to the principle of nemoplusyuris a person cannot transfer rights beyond the right he has. This means that the transfer of rights by an unauthorized person is prohibited and null and void. This principle aims to protect the real right holder.

A person named A (Seller) sold a house on Jalan Kalilom Lor indah Matahari Gang Matahari Surabaya, as the holder of land rights is Petok D letter No. Blok persill 005 (90) S.III Tanah kalikedinding Sub-district, Kenjeran District, at B (Buyer) as the buyer, both parties entered into a written land sale and buying agreement of September 16th 2009. the seller has agreed with the buyer for 100.000.000,00. in the Agreement, it was mutually agreed that Party B had paid a down payment of 50.000.000,00 ruoiah a week before repayment with proof of receipt through Y (witness 1) the left neighbour of A's house, who originally Y was an intermdiary for B to buy house A. After as high as the time agreed upon with B shall pay off by making a payment at house

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A in the amount of 50.000.000,00 rupiah with proof of receipt witnessed by Y and Z (witness two) is the right neighbor of A's house.

Not only proof of receipt that has been made by the parties. They made a letter of Agreement to buy and sell land and house which countains an explanation and article by article statement regarding the submission of proof of the certificate of ownership of the house. The agreement has been signed by both parties and the two witnesses. On the stamp duty here in after referred to as the deed onderhands. After the buying and selling transaction of pet Box D begins to occupy the house and person B has not had the opportunity to register Pet Box D as a certificate, but person A has died.

Seeing the legal case above, the parties have fulfilled the legal requirement of an agreement. The parties have agreed to bind themselves in the buying and selling agreement. Between A and B can be considered legally competent enough in terms of conducting a buying and selling agreement. And for the object of the agreement, it is clear. Namely in the form of Petok D number Persil Blok number 005 (90) S.III. Tanah Kalikedinding sub-dstrick, Kenjeran sub-district, as well as a physical house located on Jalan Kalilom lor Indah, Alley Matahari, Surabaya. And for some reason that is lawful or not forbidden. Based on article 1338 BW which explains that all agreements made legally apply as law to those who make them. Agreements that have been made by the parties apply the principle of pacta sunt servanda which is the principle of legal certainty.

The Legal Power of Buying and selling underhand

Buying and Selling Onderhands is a natural thing to happen, especially in remote villages. This is due to the lack of public knowledge of the law. The term letter or deed onderhands is a term used for the making of an agreement between the parties without being present or not in the presence of the land deed maker office.

Onderhands agreement is an agreement made by the promised parties themselves. Without a certain standard and only adapted to the needs of the parties. While the power of proof is only between the parties if the parties do not deny and acknowledge the existence of the agreement (acknowledging the signature in the agreement made). it means that one of the parties can deny the truth of his signature in the agreement.

Unlike the authentic deed, the deed onderhands has its own characteristics and uniqueness :

1. Its Free form
2. Make it not necessarily in before public officials
3. Stay having power evidence. As long as it was not denied by its maker.
4. In the case of proof, it must be accompanied by other witnesses and evidence. Hence, usually in the deed underhand. It is the best to include two adult witnesses to strengthen the evidence.

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If that format of the authentic deed has been regulated in accordance with the Law. Deed Onderhands has a format that is not explicity regulated in the law so that there is no standard format. Thus, the parties are free to determine the format of the agreement made.

An underground deed is a type of deed not made by or through the intermediary of a public official. For example, a letter of sale-purchase or lease agreement made in person and signed-in person by both parties entering into the agreement. If the party who signs the agreement letter acknowledges or does not deny the truth of what is written in the agreement letter, then the onderhands deed has the same proving power as an official deed.

Based on Article 164 HIR, civil procedural law in Indonesia recognizes the existence of a letter as one of the legal evidence in court. Therefore, the private deed is still recognized as evidence that can be used in court when a dispute occurs. However, the strength of the proof is not as perfect as the authentic deed. But the strength of the proof remains as long as the deed is not denied by the parties who made it.

In general, Buying and selling agreements are made using authentic deeds. But not a few also do Buying and selling with deed onderhands. An agreement is an event, where one person promises to another person or where the two people promise each other to do something .(J. Satrio,1999).

An agreement can be valid and binding on the parties. The agreement must meet the conditions as stimulated in article 1320 of the Civil code. They are:

1. Agree that those who bind themselves
2. Agree to make deals
3. One thing in particular
4. An honest causa or whatever

The first and second terms concern the subject. While the third and fourth conditions concern the object. The presence of a defect of will (confusion, coercion, fraud) or inability to make an alliance. On the subject of which the agreement may be revoked. While if the third and fourth conditions regarding the object are not met, then the agreement is void for the sake of law.(*Ibid.,* h. 17.)

Agreed or also called a license, means that the two subjects who enter into the agreement must agree. Agree on the subject matter of the agreement entered into, so as desired by the other party. They want the same thing reciprocally.

The person who makes an agreement must be competent according to the law. In principle, every person who is an adult or puberty and sane is competent according to the law in article 1330 of the Civil Criminal Code referred to as people who are not competent to make an agreement are:

1. Immature people

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2. Those who are placed under pardon
3. Women in matters prescribed by Law, and all persons to whom the law has prohibited the making of certain agreements.

As the third condition an agreement must be about a certain right, meaning what the rights and obligations of both parties are agreed upon in the event of a dispute. The Type of goods intended in the agreement must be determined at least. That the goods already exist or are in debt at the time agreement is made, it is not required by Law. The number also does not need to be mentioned as long as it can then be calculated or determined. Finally by article 1320 of the Civil code stipulated as the fourth condition for a valid agreement the existence of a lawful cause. By reason (*Dutch Oorzaak, Latin Causa*) this meant nothing other than the content of the treaty, immediately must eliminate the possibility of a misconception, that the cause is something that causes a person to make the intendeed agreement. That is not what the law means for reasons. Something that causes a person to enter into an agreement or a soul impulse to enter into an agreement is essentially ignored by law. The law basically does not care what is in one's idea or what one aspires to, what is noticed by the law or the law is only the actions of the people in society.

The occurrence a Buying-Selling agreement:
Main elements of the Buying - selling agreement are goods and prices in accordance with the principle of " consensualism " which animates the Law of the civil code agreement. The Buying-Selling agreement has been born at the moment an agreement is reached on good and price, then a valid Buyng and Selling Agreement is born. (Subekti, 1995).

The Nature of consensualism of the Buying and Selling is confirmed in article 1458 of the Civil code which reads: " The Buying and Selling is considered to have been reached between two parties as soon as they reach an agreement on the goods and the price, even though the goods have not been delivered and the price has not been paid."

Consensualism comes from word consensus which means agreement. By agreement is meant that between the parties. The parties concerned reached on agreement of will, meaning that what is desired by one is also desired by the other. The two will meet in the agreement. Whether this agreement is expressed by both parties by saying words such as: "Agree", "Accord", "ok", "etc", or by jointly putting their signatures under written statements as a sign (evidence) that both parties have agreed to everything stated in the writing.

Terms the Validity of an Agreement

Based on the provisions contained in Article 1320 of the Civil code, that the condition for a valid agreement is that the parties must meet certain condition, namely as follows:

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1) . Agree those who bind themselves. The two subjects to the agreement must agree on the subject matter of the agreement entered into. Agree means, that what one party wants is also wanted by the other parties.
2) The ability of the parties to make an agreement. Cakap means that the people who make an agreement must be competent according to the law. A person who has matured or reached puberty is physically and mentally healthy is considered competent according to the law so that he can make an agreement. People who are considered incompetent according to the law are specified in article 1330 of the Civil code, they are:
   A. Immature people
   B. A Person who has matured but is in remission.
3) A Certain thing
   An agreement must be clear about a certain thing or object, meaning that in making an agreement the object of the agreement must be stated clearly. So that the rights and obligations of the parties can be determined.
4) A Lawful reason.
   An agreement is deemed valid when it is not contrary to Law, decency and public order. (Purwahid Patrik, 1986).

Meaning of Buying and Selling

The Buying and selling meant here is the Buying and selling of Land rights. In practice it is called land tranding. Juridically, what is being traded is the right to the land not his Land. It is true that the purpose of buying land rights is so that the buyer can legally control and use the land. The term about buying and selling is mentioned in the legislation related to land, the name is Law no.5 of 1985th on apartement buildings, goverment Regulation No. 40 of 1996th on Business Use rights, Building use Rights, and Land use rights. Goverment Regulation no. 24/1997th concerning Land registration. Presidential decree no. 55/1993 conncerning Land acquisition for the Implementation of development in the public Interest. Presidential Regulation No.36/2005 concerning land acquisition for development in the public interest. Decree of the state minister for Agrarian affairs/ Head National Defense Agency (Kepmen Agraria / head of BPN). concerning procedures for acquiring land for companies in the context of investment. (Andy Hartanto, *Op. Cit*, h. 355.).

Notion of Heirs

Legislation in the BW has established the family who is entitled to be heir, as well as the portion of the division of his inherited property. The portion of inheritance for children born out of wedlock, among others, is arrange as follow:

1. 1/3 of the legal child, if the child born out of wedlock becomes the heir together with the

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legal child and the widow or widower who lives the longest.

2. 1/2 of the legal portion of the child, if the child born out of wedlock becomes the heir together with the heirs of the second and third groups.
3. 3/4 of the legal child, if the child born out of wedlock becomes the heir together with the heirs of the fourth group, namely the relatives of the heir to the sixth degree.
4. 1/2 of the legal child's share, if the child born out of wedlock becomes the heir together with the heir's grandfather or grandmother. After the occurance of cloving. So in such a case, the share of children born outside of marriage is not 3/4, because for this fourth class of heirs, before the inheritance is divided. They must first be divided in half or kloving so that children born outside of marriage will receive 1/4 of the share of legal children. Of half of the inheritance from the father's line and 1/4 of the share of the inheritance of the lehitimate children from the mother's line so that it becomes half. However, if the heir does not leave an heir up to the sixth degree, while there are only children born out of wedlock. The illegimate child gets the full inheritance or the property falls in the hands of the children born outside of marriage, some of the heirs are the only. It is different for children born from adultery and children born to parents who are not allowed to marry because both of them are very closely related. According to BW they have absolutely no right to inheritance from their parents, these children are only entitled to a share of income for their living. Live as necessary.

The law has established the order of the family that becomes the heir. That is, the wife or husband left behind and the legal or illegitimate family of the heir. Heirs according to law or abintestato heirs based on blood relationship there are four groups. They are:

1) . The first group

The first group is the family in the straight down line. Including children and their descendants as well as husbands or wives who are left behind or who live the longest. The husband or wife who was left or lived the longest way only recognized as heir in 1935. whereas previously the husband or wife did not inherit from each other. The portion of the first group which includes family members in a straight down line, namely children and their offspring, widows or widowers who are abandoned or who have lived the longest, each receive one equal share. Therefore, if there are four children and a widow, each of them is entitled to 1/5 of the inheritance.

If one of the children has died before the heir but has five kids, namely the grandchildren of the heir, then the fifth part of the child is divided among the kids who replace the deceased father (in the BW inheritance law system is called *plaatsvervulling* and in the islamic legal system of heirs it is called the successor heir and in customary heir law it Is called the heir of *pasambei*) so that each grandchild has one-twenty-fifth part. Similarly, if a father dies and leaves an heir

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consisting of one child and three grandchildren, then the right of grandchildren is barred from the child. (child closes his child to become heir).

2) . The second group

The second category is the family in a straight upward line, including parents and siblings, both male and female and their descendants. For parents there is a special regulation which ensures that their share will not be less than a quarter of the inheritance. Even if they inherit together with the heir. Therefore, if there are three siblings who become heirs together with the father and mother. Then the father and mother will each receive 1/4 of the entire inheritance. While half of the inheritance will be inherited to three brothers who each receive one-sixth of the share. If the mother or father of one of them has died then the one who lives the longest will get the following:

A. Half of all the inheritance. If he becomes an heir together with a brother. Both men and women a like.
B. One-third of the whole estate., if he becomes heir together with two heir brothers.
C. A quarter of the whole estate, if he becomes heir together with three or more heirs.

When the father and mother have all passed away, then the entire estate falls to the heirs, as the heirs of the second group who still exist. But if among the siblings who still exist, it turns out that there are only half-siblings or half-mother with heirs, then the inheritance is is first divided into two. One part is a allocated to half - siblings.

3) The Third group

The third group is the heirs which includes grandparents, and ancestors further up from the heirs. The heirs of the third group consist of the died family in a straight line up after the father and mother I.e. grandparents and continue upwards indefinetely from the heirs. Therefore, if the heir does not leave the first and second class heirs at all. In this condition, before the inheritance is divided, it must first be divided in two (kloving). then one half is part of the relatives of the heir's father's line and the other half is part of the heir's mother's lineage. The half of the cloving must be given to the heir's grandfather for part of the paternal line, while the share of the maternal line must be given to the grandmother.

The method of distribution is that the inheritance is divided in two, one for the share of grandparents from the paternal line and another part for the grandparents from the maternal line. The division is based on article 850 and article 853: (1)

- Half for dad
- Half for the mother

4) The Fourth group

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The heirs of the fourth class include members in the lateral line and other relatives up to the sixth degree. It consists of side-line families, namely uncles and aunts and their descendants, both from the father's side and the mother's side. The descendants of uncles and aunts to the sixth degree are counted from the corpse (who died). if part of the maternal line has no heirs at all up to the sixth degree then part of the maternal line falls to the heirs of the paternal line and vice versa. In article 832 paragraph 2 of the BW it is mentioned : " If the heirs entitled to the inheritance property do not exist at all, then all the inheritance property falls into the property of the state, further the state must pay the debts of the heir as long as the inheritance property is sufficient." The method of division of the inheritance of the fourth group is the same as the heirs of the third group. That is, the inheritance is divided into two. One part for his uncle and aunt and his descendants from the paternal line and another part for his uncle, aunt, and his descendants from the maternal line.

The Legal position of the sale and purchase of Petok D land according to the UUPA and PP number 24 of 1997

The reality that shows that there are still many lands that do not have proof of rights here does not mean that the land cannot be sold or transferred to other parties. The land can still be transferred by making a buying and selling Deed by PPAT in accordance with Article 37 Paragrapgh 1 of goverment regulation number 24 of 1997 or by making a land buying and selling bond by a Notary. Of course, in accordance with the aspiration to establish a legal certainly. It is hoped that the parties in the land transfer will use the Buying and Selling deed by PPAT along with the registration process and the transfer of the name, but it does not rule out the possibility of an underhand deed in the form of Buying and selling agreement.

According to Article 1 number 1 of PP number 3 of 1998 which is reffered to as PPAT is a public official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights or property rights over apartment unit. PPAT's main task in this case is to carry out some land registration activities by making a deed as proof that certain legal acts have been done on land rights or ownership of apartment units that will be the basis for the registration of changes in land registration data as stated in Article 2 paragrapgh 1 PP no. 37 of 1998 are Buying and selling, barter, grants, income in inbreng companies, division of joint rights, grant of building use rights or right to use land ownership rights, grant of dependent rights, and the granting of Power imposes the rights of the dependent.

As for the function of the PPAT deed in buying and selling according to the opinion of the Supreme Court in its decision no. 13693/K/Sip/1997 that Article 19 PP no.10 of 1961 clearly determines that the deed is an absolute requirement regarding the legality of a Land buying and selling.

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It can be seen that based on National Land law, the practice of legal actions that result in the transfer of Land rights in this case buying and selling can only be proven by a deed made by PPAT. The buying and selling registration carried out by a person will not obtain a transfer certificate even though the buying and selling is legal according to Law. This means that the role of PPAT is becoming increasingly important because PPAT has the task of assisting the Head of the Land Office in carrying out land registration activities by making deeds as proof that certain legal actions have been carried out, in this case the Buying and selling of Land ownership rights.

The Validity and binding power of Buying and Selling Land

The Buying and selling of land according to PP no.10 of 1961 which has been completed with PP no.24 of 1997 must be proven by a deed made by a PPAT. The buying and selling of land which was originally sufficient to be carried out in front of the village headman and now by agrarian regulations must be in front of the PPAT is a change that aims to improve the quality of evidence carried out according to customary law where the community is limited in personal and territorial scope, it is enough to make a letter by the seller himself and be known by the goverment country or village headman.

The Power of formal eveidence concerns the question: “ is it true that there is a question? “. this formal power is based on whether or not the deed is true, is a statement from those who signed the deed. The strength of this formal proof provides certainty about the event that the parties stated and did what was contained in the proof deed born from the buying and selling binding agreement deed which was sufficiently proven.

Regarding material evidence, it involves the question of whether the contents of the statement in the deed are true. The strength of the material proof here is emphasized on the truth of the statements contained in the deed. So that the strength of this evidence providers certainty about the material, provides certainty about the material. Provides certainty about the event that the parties stated and did as stated in the deed, concerning the object of the agreement, namely Land and buildings.

Legal Protection for the people buying Petok D Land

Protection is the provision of guarantee for something as a consequence of the protector. In terms of protection, there are rights that must be protected and respected. Right contains the notion of possesion. Possesion, authority, or power to do something precribed by Law. (Departemen Pendidikan Nasional, 2001). Satjipto Rahardjo mentions rights as powers given by law to a person with the intention of protecting the interest of that person.(Satjipto Rahardjo, 1986). the provision of legal certainty guarantees in the land sector. First of all requires the availability of written, complete and clear legal instruments that are carried out consistently in accordance with the spirit and content of provisions. In addition, in dealing with concrete cases, it is also necessary to carry

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out land registration which makes it possible for holders of land rights to easily prove their rights to the land they control, and for interested parties, such as prospective buyers and potential creditors, to obtain the necessary information regarding land that is the object of legal action to be carried out, as well as for the goverment to implement land policies.

The legal Effort that buyers can make to transition right over land

Every human being certaintly has a goal in life, humans will try to be able to fulfill their life needs first. The needs of human life are absolute and must be fulfilled because without the fulfillment of these needs, human will not be able to carry out their activities. Namely the fulfillment of the needs of clothing, food, shelter.

The making of the deed of Buying and selling must be attended by the parties who carry out legal actions before the PPAT. When party A as the seller is not present then ppat is not entitled to make the deed of buying and selling. Party B is unable to process the name transfer certificate at the land office because one of the absolute requirements for the transfer of name process is to attach the buying and selling deed make by ppat. Party B feels aggrieved because it only has proof of the agreement made with Party B which is referred to as an onderhand deed with a buying and selling agreement as proof of payment which cannot be used as a basis for submitting the transfer process at the Land office.

Effort that can be taken by Party B in only by filing a lawsuit to the court. Party B as the buyer can filing a lawsuit in the local district court with a claim that Party A as the seller has comitted an act of default, namely not fulfilling the agreement to be present in making the deed of buying and selling before the ppat. Party A does not have the good faith to be present at the ppat office to fulfill its achievements as a seller, namely an agreement to be willing to help Party B so that it can register Petok D as a certificate at the land office. Party B has fulfilled the element as a buyer by making a payment of repayment with proof of receipt to Party A, but party A when contacted by party B to attend the making of the deed at the ppat office is not willing to attend. Party B can include witness Y and Z who are neighbours of Party A in filing a lawsuit in court. In article 1895 BW explains that " Evidence with witnesses is permitted in all matters that are not excluded by Law ".

A Letter of agreement or also referred to as an act onderhand that has been made jointly between party A and Party B in principle has become law for them. If party A does not fulfill the contents of the agreement letter than Party A has violated the law, this is regulated in Article 1338 paragraph 1 of the BW which Explains that " all lawfully entered into law shall apply to those who make them". Party A has comitted an act of default because party A does not fulfill its achievements, namely not being present at the ppat office when contacted by Party B. as already explained in article 1234 BW that is, " an allliance is indicated to give something." which means

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that if one of the parties does not perform the agreed action (achievements). the otherwise it is considered a default is someone:

1. Not doing what he was willing to do
2. To fulfill its promises but not as promised
3. To do as promised but too late
4. Doing something that obeys contracts should not be made.

As a result or default, it can usually be subject to sanctions in the form of compensation, contract cancellation, risk transfer, and court fees. (Abdul R. Saliman, 2005,).

An application for a default suit has been set out in article 1267 BW which stipulates as follows: “The Party to whom the agreement is not fulfilled, may elect, compare the other party to comply with the agreement, and bank interest.” the lawsuit is based on the seller who is in default because he does not want to be present at the ppat office for the making of the deed of buying and seling. Against the lawsuit the court can give a decision that the agreement between the buyer and seller is legally valid in view of the provisions of article 1320 BW. The panel of judges can make a decision by giving permission to the buyer to register the transfer of land rights through buying and selling in order to be able to take care of the transfer of names without the participation of the seller to register Petok D as a certificate at the office the National Defense Agency.

As a result of subcontract

Based on article 1340 paraprapgh 1 BW which states that “Agreement made are only valid between the parties who make them.” it means that every agreement made will be binding on the parties who make it. Basically, when an agreement is made, an alliance is born between the parties. This is regulated in article 1233 BW which explains that “ every engagement is born, either by agreement or by law.”

Form the provisions of the article above, it can be conclude that the source of the engagement is an agreement and a law. As in the explanation of the previous sub- chapter which explains about obligatory agreements. It can be concluded that by closing the agreement,in principle, only an engagement is born, in the sense that the object of the agreement has not been transferred. While for the transition, it is still necessary to have leverage. Thus, in principle, one can distinguish between the birth of the obligatory agreement and the time of delivery of achievements or rights, even if in a cash Buying and selling which is immediately followed by the delivery of the object. The two moments fall simultaneously. Agreements that give birth to alliances, indeed often give birth to a group of alliances. (J. Satrio, *Op.Cit*, h. 38)., as in article 1457 BW which explains that: “ a buying and selling is an agreement, by which one party binds himself to deliver an item and the other party pays a fixed price.”

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From these provisions it is clear that a buying and selling agreement between the seller and the buyer is mutually binding. One of which submits an object and the other party submits an amount of money. Here the new parties promise each other but the buying and selling agreement itself has been born with an agreement. Then article 1457 BW is emphasized in article 1458 BW which is in both articles the parties bind themselves to each other to give a certain achievement. Then between the parties there is an alliance, in which the other parties have obligations because rights and obligations have economic value so that the alliance that arises fro the buying and selling agreement can be seen as follows:

-) The seller has the right to demand payment from the buyer or the buyer has an obligation to pay the agreed price.

-) the buyer has the right to demand the delivery of the object of buying and selling or the seller is obliged to submit the object of buying and selling.

-) the seller is obliged to bear the presence of any hidden defects or otherwise the buyer is entitled to claim such warranty. (*Ibid.*, h. 39).

4. CONCLUSION

The power of law on which the buyer of the land of the Petok D was not recognized as having no legal power because the letter of Petok D was actually a tax certificate of produce (verponding) or is defined as proof that the land has been registered as a tax object and therefore must be paid in taxes, inorder to gain the power of the law, it must be registered to be made payable. Goverments define what powers the law as seductive. Legal efforts to resolve the buying and selling dispute of block D land which is not recognized by the heirs of the seller if the heirs are not willing to appear for the making of the buying and selling deed by the ppat, by filing a default lawsuit in the state court. Because the absolute condition of making a deed of sale by ppat must be attended by the parties concerned. The panel of judges can make a decision by giving permission to the buyer to register the transfer of land rights to petok D through buying and selling in order to be able to take care of the transfer of names without the participation of the seller's heirs for registration of land rights certificates at the National Land Agency Office.

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