



Validity of Property Sale and Purchase Agreement between Residents in Taman Duren Sawit Housing with Developer PT Altan Karsaprisma as a Result of a Lawsuit by a Third Party

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Abstract

This research aims to examine the validity of land and building sales and purchase agreements between residents at the Taman Duren Sawit Housing Complex (buyers) and developers (sellers), due to a lawsuit by a third party. This research is normative juridical, which uses a statutory approach (statute approach) and a case approach. The results of this research indicate that the developer as the seller has violated the objective conditions for the validity of the agreement, especially the conditions of "a certain thing" and the conditions of "halal causes", by selling objects whose ownership is still in dispute and there is no transparency regarding the legal status of the land of the sale and purchase object, which is still in dispute. Therefore, the agreement made is considered null and void by law. The legal remedy that can be taken by the buyer is to file an unlawful act lawsuit with the local district court based on Article 1365 of the Civil Code. This research concludes that the land and building sale and purchase agreement entered into by the parties is null and void because it has violated the terms of "a certain thing" and the terms of "halal causes" while the legal remedy that can be taken by buyers in good faith are to file a lawsuit. unlawful acts to the local district court.

Introduction

Land has an important role in human life, one of which is land that will be used to build a residence as well as an investment medium. Therefore, it is important for land resources to be regulated in the national legal system so that implementation can be in line with other legal regulations. Apart from that, to harmonize existing regulations with practices developing in society. Agrarian law was also formed as an effort to bring order to land administration. Agrarian law is a total of legal norms, both written and unwritten, which regulate legal relations between legal subjects in the agrarian sector. One form of the state's seriousness in agrarian regulation in the land sector is manifested by establishing and ratifying Law number 5 of 1960 concerning agrarian principles and Government Regulation (PP) number 24 of 1997 concerning land registration (Efrianto, 2023).

Furthermore, if we refer to existing legal regulations, the nature of agrarian regulation has been systematically prepared by the state so that it should be able to minimize the potential for conflicts that occur. However, in reality this is not the case, according to the Agrarian Reform Consortium (KPA), from 2015-2023 alone there were still 2,710 cases of agrarian conflict occurring in Indonesia (Fernando, 2023). This record illustrates that there has been disharmony between existing laws and regulations and their implementation, which means conflict. Agraria is a social phenomenon that will continue to occur without a comprehensive solution. Agrarian conflict is a problem that occurs as a result of relationships between people or groups related to the earth and all the natural resources found on the surface and in the bowels of the earth.

Apart from that, agrarian conflicts arise because humans' need for land always increases along with population growth (Billah et al., 2021).

Land disputes are problems that arise as a result of fighting over the same objects while these objects are limited in number, one of the land disputes that occurred between residents in the Taman Duren Sawit housing complex and the heirs of the late Muhammad. The dispute began in the 1990s when the developer PT. Altan Karsaprisma will acquire 16 hectares of land which contains part of the land belonging to (the late) Muhammad but the land acquisition process has not been completed by PT Altan Karsaprisma, while the developer is still forcing the construction of commercial housing on the land belonging to (the late) Muhammad covering an area of 3,378M² and has sold 14 housing units to residents. However, in 1995 Secha and Aisyah as the heirs of the late Muhammad filed a lawsuit at the South Jakarta District Court against PT Altan Karsaprisma in which the heirs won the case based on District Court decision No.386/Pdt.G/1995/PN. Jkt. Tue. While the execution will only take place in 2021, the house residents as buyers in good faith are not aware of the land rights dispute that has been occurring between the heirs and the development company, while the residents have purchased and occupied 14 (fourteen) housing units and have on average for 14 years, but in 2021 residents as buyers have received a warrant of execution for land covering an area of 2,182 M², within which residents live in the Taman Duren Sawit Housing Complex. This execution order certainly causes both material and immaterial losses to home owners who in good faith have purchased the land and buildings from the developer. The residents as parties to the sale and purchase agreement for *cluster housing units* with the developer have also paid in full and have occupied the house since 2014 and during that time have never experienced any disturbances. Apart from that, the residents as buyers in good faith also have a certificate of ownership of the land issued by Badan Pertanahan Nasional (BPN) with the assistance of Notary-PPAT Daniel Parganda Marpaung, SH, MH. This is in accordance with the provisions in article 19 of the UUPA which states that; "The sale and purchase of land must be proven by a deed made by and before the PPAT" based on this provision, the home owner has a legally valid certificate of ownership of the land and has good intentions to buy and own the land and building. This is in accordance with the fact that residents of 14 (fourteen) residential buildings already have ownership certificates for land and buildings, this certainly provides strong enough *legal standing* for residents in Taman Duren Sawit Housing Complex to protect their rights as parties in the in the sale and purchase agreement that has been made with the developer. Apart from that, the presence of a letter of agreement and proof of written documents of land rights provides legal standing for residents to submit an opposition to the execution order of the East Jakarta District Court based on the determination of the Chairman of the East Jakarta District Court No.02/2021/EKS.Del/PN.Jkt.Tim Jo. No.29/Eks.Pdt/2020 Jo. No.386/Pdt.G/1995/PN.Jkt.Sel. However, based on their lawsuit, the residents were defeated based on the decision of the panel of judges No. 455/Pdt.Bth/2021/PN Jkt.Tim with the decision "The panel of judges rejected the plaintiff's lawsuit in its entirety, declaring as law that (the late) Muhammad was the legal owner of the land with Certificate of Ownership No. 194/Duren Sawit, Measurement Letter No. "No. 359/1988, located in Duren Sawit Village (formerly Jatinegara District), East Jakarta), and declares that the determination of the Chairman of the East Jakarta District Court No.02/2021/EKS.Del/PN.Jkt.Tim *is valid* ."

In essence, the problems that befell these 14 residents cannot be separated from the existence of agreements that were made between 1996 and 2000 between each of the 14 residents as purchasing parties with the development company PT. Altan Karsaprisma as seller. Because in this agreement the residents are buyers who have good intentions and have gone through an official process, namely by making a land and building sale and purchase agreement between the residents and the developer which was made before a Notary-PPAT therefore, the legal

action that has been carried out by the residents to obtain rights property ownership is in accordance with PP No. 24 of 1997 (Harviah et al., 2024; Smaratungga etval., 2022). If we refer to the concept of civil law, an agreement is an agreement between parties which will result in a legal agreement or relationship and create rights and obligations. If the implementation does not comply with what has been promised, it will result in a default by one of the parties.

In this case, and based on information from the legal representation, the residents stated that "the objects in the sale and purchase agreement, especially regarding the status of the land, were not mentioned openly by the developer before the agreement was signed by the parties (Vranken et al., 2021), especially regarding who the parties own." proof of ownership, namely a certificate of land rights which is the object of the agreement and does not explain that there is still an unresolved ownership dispute between the developer and the heirs, especially regarding the land," Based on this, basically there is still uncertainty about the object that will be agreed upon by the parties. Apart from that, there is an element of bad faith on the part of the developer because he has kept true information about the object that will be agreed with the buyer. This has the potential to violate the terms of the validity of the agreement as regulated in article 1320 of the Civil Code, namely " *a certain matter* " and " *halal causes* " (Safitri et al., 2023). The company's actions have clearly caused losses to the residents of the 14 housing units due to a lawsuit from the heirs who claim to be the legal owners of the land. This has caused the residents to lose their rights to obtain protection as buyers in good faith based on the agreement. has been created with the development company.

Based on the problems described above, the author considers it important to conduct research regarding the issue of the validity of agreements between residents as buyers and the development company (Asif et al., 2023). And to focus the study related to this problem, the problem formulation was prepared as follows: "What is the validity of the land and building sale and purchase agreement between the buyer in good faith (residents in the Taman Duren Sawit housing complex) and the development company PT. Altan Karsaprisma based on the Civil Code?, and what legal measures can the buyer take to recover losses due to the developer's unlawful actions in the agreement?"

Research related to this issue has also been raised by previous researchers, including research which states that the validity of a land sale and purchase agreement carried out privately in the presence of the village head depends on the agreement of both parties and recognition of the existence of a land sale and purchase agreement with a deed in under hand (Lubis & Ramadhani, 2021). If one of the parties denies and does not acknowledge the sale and purchase, it will return to the applicable government regulations. Furthermore, research states that the validity of notarial deeds in sales and purchase agreements is regulated in the UUJN (Abu et al., 2024; Guspitawaty & Santiago, 2023). This law states that a notarial deed is an authentic deed made by or before a notary in accordance with the form and procedures stipulated in this law. Therefore, a notarial deed has strong legal validity and provides legal protection for its holder. Furthermore, research stated that the sale and purchase agreement and power of attorney in the case studied were legally flawed due to fraud committed by the notary and the seller (Sonia & Rahayu, 2023). The agreement does not meet the requirements necessary to be valid according to Article 1320 of the Civil Code. Therefore, the agreement can be canceled by the aggrieved party. Based on the description of several studies that have been published above, it shows that the issues raised have an element of novelty, this is because the researchers specifically raised the issue of the validity of sale and purchase agreements in certain areas which were executed by the court due to the initial land owner's lawsuit based on a review of conflict cases involving the execution of 14 houses in residential areas. palm durian garden.

Methods

The research method used is normative juridical or what is known as doctrinal legal research. This research uses a statutory approach (*statue approach*), a conceptual approach *and a case approach* . The normative juridical method is a method that is based on reference to various legal norms that are relevant to the problem, both in terms of statutory regulations and laws decided by judges in the legal process. This research uses analysis presented in descriptive form, namely by describing the main problem thoroughly and systematically. Even though this research is normative , the interview method also needs to be used as an enrichment of important sources of data and information. Interviews were made in an unstructured manner as primary data. Carrying out library research *to* collect secondary data related to research. Primary legal materials such as norms and sourced from statutory regulations such as book III of the Civil Code regarding agreements. Apart from utilizing primary legal materials, secondary legal materials are also used as additional references to complete this research, such as scientific works, research results, and journals that have been created by other researchers, news sources, old documents, and relevant legislation.

Results and Discussion

The validity of the property sale and purchase agreement between Taman Duren Sawit housing residents and the PT Altan Karsaprisma Development Company Based on the Civil Code

An agreement is a legal relationship between two people or two parties based on which one party has the right to demand an achievement from the other party and the other party is obliged to fulfill that demand. One form of agreement is a sale and purchase agreement for land and/or land and buildings, this is important because land is an object whose ownership can be proven only with authentic evidence, therefore an important agreement is made as a basis for ownership of a land object. . The validity of a land sale and purchase based on article 19 of the UUPA is by proving a deed made by and before the PPAT.

The Sale and Purchase Deed made by PPAT is a reference for the parties to carry out legal actions related to the transfer, release and transfer of land rights from the seller to the buyer. However, this sale and purchase deed is not always free from various legal problems that arise in the future, one of which is a violation of the terms and conditions for the validity of an agreement as stipulated in Article 1320 of the Civil Code. An agreement can be said to be valid if it meets four conditions:

Table 1. Article 1320 of the Civil Code

Article 1320	Characteristic
The agreement of those who bind themselves	This verse has a subjective nature, which means it views the validity of the agreement from the perspective of the parties involved, more precisely their agreement.
The ability to make an agreement	This verse has a subjective nature, which means it looks at the validity of the agreement from the perspective of the parties involved, more precisely the proficiency or capability of the parties in making the agreement.
A certain thing	This verse has an objective nature, which means it examines the validity of the agreement from the perspective of the object of the agreement, which means the object of the agreement must involve a certain matter, whether tangible or intangible, doing something or not doing something.

Halal Cause (A lawful cause)	This verse has an objective nature, which looks at the validity of the agreement from the perspective of the content or clauses within the agreement, meaning if the content or clauses do not violate the statutory regulations, then the agreement has fulfilled this provision."
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In the context of civil law, it regulates legal protection for housing residents who act as buyers in good faith. Therefore, it is important to evaluate the validity of the property sale and purchase agreement that has been made between the resident as the buyer and the developer as the seller based on the conditions for the validity of the agreement as regulated in Article 1320 of the Civil Code.

The agreement of those who bind themselves

Agreement in an agreement must show that there are more than one party who have similar desires and goals so that they need to make an agreement to bind themselves to each other. A person is considered to agree or consent (*Toestemming*) to something if he really wants what has been agreed upon. Basically, expressing a will is not expressly regulated in the law, but J. Satrio believes that there are several ways to express the will, namely by deed. authentic and private deed. Based on information from the legal representatives, the residents stated that in making the land and building sale and purchase agreement between the residents and the developer, the agreement between the parties had been made before the notary-PPAT Daniel Parganda Marpaung, SH, MH, which means it was based on the concept of will put forward by J. Satrio referred to the existing fact findings which were sufficient to show that the parties had expressed their wishes which were then expressed in an authentic deed of agreement in which the buyer intended to buy and own the property and the seller intended to sell and receive the amount of money as agreed. . This element of agreement or agreement of will is also deemed to have never existed if the agreement arises because of the following things:

Table 2. Elements that invalidate the agreement.

Element	Meaning	Example
Compulsion (<i>dwang</i>)	Every unjust behavior or threat that obstructs the free will of the parties involved in an agreement is considered coercion. Similarly, any action or threat that violates the law, which may include various forms of threats such as crimes, threats of imprisonment, and unlawful seizure of property, falls under coercion. These threats are not limited to verbal or written forms.	during the making of a sales agreement, if Party A as the seller coerces and threatens Party B as the buyer to purchase their property, stating that if not, Party B will be harmed, then coercion is present in this situation
Fraud (<i>bedrog</i>)	According to Article 1328 of the Civil Code, it clearly states that fraud is a reason for the cancellation of an agreement. In cases of fraud, the party who becomes the victim actually expresses something according to their will, but due to fraud, their intention is intentionally directed towards something contrary to their actual desire.	Party A as the buyer has a desire to purchase a 2020 Avanza car, but Party B as the seller suggests a 2018 Honda Mobilio car that has not been sold for a long time. In fact, the seller knows that the Mobilio car is in poor condition compared to the Avanza car desired by the buyer. However, due to a series of lies and fraud by

		the seller to convince the buyer, the buyer ends up purchasing the Honda Mobilio car.
Error (<i>dwaling</i>)	In this case, one or more parties have a misunderstanding regarding the object or subject stated in the agreement. There are two types of errors: error in person (error in persona) and error in substance (error in substance).	<ol style="list-style-type: none"> 1. such as an agreement that was originally made with a famous artist, but the agreement was involved with an artist who is not famous just because they have a similar name. 2. someone buys a painting that is thought to be Basuki Abdullah's work, but after arriving home, realizes that the painting is actually a copy of Basuki Abdullah's work.

Based on information from environmental administrators, "residents as buyers do not feel forced or threatened by the developer when buying land and buildings in the area. The residents of their own free will and awareness wanted to buy the property, and they were deemed not to know that in the agreement there was a defect in the object because the land object of sale and purchase was still in legal dispute with a third party." Even though when the sale and purchase transaction is to be carried out, the Developer (seller) has shown the existence of a Building Use Rights Letter (SHGB) in the name of PT. Altan Karsaprisma as proof of legal ownership. Residents also do not feel misled or experienced errors in the agreement process, because legally, the developer is the legal owner of the land with proof of SHGB in the developer's name. Therefore, based on the facts and concept of agreement that have been described, it can be concluded that the legal conditions for the first agreement in the sale and purchase agreement between residents as buyers and developers as sellers have been fulfilled.

The ability to make an agreement

Ability to make an agreement", the meaning of ability is the authority to carry out legal actions in general, and according to article 1329 of the Civil Code, every person is competent to enter into an agreement except for people who according to article 1330 of the Civil Code are not competent to enter into an agreement, namely : people who are not yet adults, namely according to article 1330 of the Civil Code, people who are not yet 21 years old and are not married, and people who are under guardianship. Furthermore, the Supreme Court through Decision No. 447/Sip/1976 dated 13 October 1976 states that with the enactment of Law No. 1 of 1974, the limit for a person being under guardianship authority is 18 years, not 21 years.

According to Henry R. Chesemen, in the *common law legal system* , a person is said to be immature if he is not yet 18 years old (years old) and 21 years old (men). In development, states in the United States have generally agreed that maturity is determined if a person is 18 years old, which applies to both women and men. A person who has reached the age of majority may lose the capability to enter into a contract if he or she is placed under guardianship (*curatele*). The choice of pardon can be made if the individual experiences mental disorders, incompetence (*onnoozelheid*), insanity (*razernij*), intellectual weakness (*zwakheid van vermogens*), or wasteful behavior. Individuals who are in this condition are unable to use their common sense, and therefore can be at risk of harming themselves or others. In addition, someone who has been declared bankrupt cannot enter into certain agreements involving his or her assets. In this case, he is only permitted to enter into agreements related to the bankruptcy process, and even that must be done with the knowledge and consent of his curator.

In this case, and based on information from the legal representation of the residents, the residents stated that the residents were competent people in carrying out the agreement because the residents at the time of making the land and building sale and purchase agreement were over 21 years old and were married, therefore in accordance with the provisions The applicable law is that residents are capable people, while the developer as a legal entity in the form of a Limited Liability Company (PT) at the time of entering into the agreement, the condition or financial condition of the developer is good and there is no bankruptcy within the company. So it can be concluded that the conditions for the validity of the second agreement in the land and building sale and purchase agreement between the residents and the developer have been fulfilled.

A certain thing

This is regulated in Article 1332 to Article 1334 of the Civil Code, based on Article 1332 of the Civil Code which determines that only goods that can be traded can be the object of an agreement, Article 1333 of the Civil Code determines that an agreement must have as its subject an object whose type can at least be determined, and article 1334 of the Civil Code explains that new goods that come into existence in the future can become the subject of an agreement, for example "harvesting tobacco from a field in the following year" is considered valid. Linguistically, the term object referred to in the Civil Code is taken from the Dutch word *zaak*, which means not only objects in the narrow sense, but also in a broader sense, namely the subject matter. Therefore, the object of the agreement is not only goods/objects but can also be services. Meanwhile, according to J. Satrio, what is meant by a certain thing in the agreement is the object of the agreement's performance. The contents of the agreement must be certain or at least its type can be determined. Based on information from the residents' legal assistance states that the sale and purchase agreement entered into by residents and developers is a sale and purchase agreement carried out using the principle of perpendicular (vertical) attachment, which means that the land and the buildings on the land are a complete unit and SHGB as the land right attached to the land can be sold. purchase in accordance with article 35 of the UUPA so that the object of this agreement has actually been fulfilled.

Furthermore, Hadi Haerul, in his research, concluded that if an object is unclear because its type cannot be determined or cannot be traded or cannot be valued or counted, the agreement is null and void. Apart from that, a similar case occurred in case number 17/K/Pdt/2016 In this case the defendant sold land and buildings in the name of his father and himself to the plaintiff without the knowledge of the other party, namely his father, so that according to decision number 17/K/Pdt/2016 it was stated "The PPJB Deed made by the defendant violated two objective terms of the agreement. namely a certain thing and a lawful cause caused by having sold land and building objects which were not fully owned by the defendant and having committed a series of lies so that The agreement must be stated from the start as having never existed." If it is related to the existing facts, the agreement between the residents and the developer can be null and void by law, one of which is that the object is still not free and is still unclear because it is still in dispute so the object of the agreement cannot be freely traded by the developer because the ownership aspect is still unclear. between the developer and the previous land owner, namely the heir (late) Muhammad, this is because they both have valid evidence in the form of a Certificate of Ownership and Certificate of Right to Build or commonly known as dual certificates. Therefore, in accordance with article 1471 of the Civil Code which states that "The sale and purchase of goods whose ownership is still unclear, thus rendering the object indeterminate, are void ab initio or considered legally nonexistent from the outset of the agreement," so this can provide legal *standing* for the buyer who has good intentions to demand a refund of the buyer's money and costs arising from the seller's unlawful

actions regarding the object of sale and purchase for which there is no legal certainty, if the buyer does not know that the goods are still under the control and ownership of another person, in In this case, residents as buyers do not know that the developer's land is not completely free from legal problems. Therefore, in accordance with the concept of a certain thing and the applicable law above, it can be concluded that the third condition for the validity of the agreement is that a certain thing in this agreement is not fulfilled.

Halal Cause (A lawful cause)

The fourth condition for the validity of an agreement is the existence of a "halal cause". Linguistically, the term halal cause is translated from the word *oorzaak* from Dutch or *causa* from Latin, which does not mean something that causes someone to make an agreement, but refers to the content and purpose of the agreement itself, for example in a sale and purchase agreement, the content and purpose or The cause is that the party wants the ownership rights to an item, while the other party wants the money. Based on this explanation, if someone buys a knife in a shop with the intention of killing someone, then the sale and purchase has a halal cause, which means that this intention is not stated in the agreement, whereas if the knife seller states that he is only willing to sell the knife if the buyer uses it to kill another person. with this knife then this contains elements of causes that are not halal.

According to article 1335 in conjunction with 1337 of the Civil Code, a cause is declared prohibited if it is contrary to law, morality and public order. Apart from that, proving whether the cause of an agreement is contrary to morality is not an easy thing, because the term decency is very abstract, the contents of which can vary from one region to another, as well as if an agreement is based on a cause that is not halal according to law. - law then we can refer to the legal provisions that are violated. Legal cases in prohibited agreements are also if they conflict with public order, state security, unrest in society, including because of agreements that can cause harm to other parties (society). Based on the existing facts, the agreement contains a cause that violates the provisions of the law, namely Article 1471 of the Civil Code which states that "the sale and purchase of other people's goods is void and can provide a basis for the buyer to demand compensation for costs, losses and interest, if he not knowing that the item belonged to someone else." Because based on information from legal representatives, the residents stated that "Basically, the developer in obtaining building use rights on the land did not go through a process in accordance with statutory regulations or more precisely, the process of transferring land rights to the Developer from the previous owner had not been completely completed. law". Apart from that, there is a double certificate between the developer and the previous land owner, namely Muhammad's heirs (late) named Secha and Aisyah, so that an agreement regarding land objects that will be transferred to the next party can create legal uncertainty and lead to potential harm to other parties, which in this case is Residents in the Taman Duren Sawit housing complex as buyers are considered to be parties in good faith, this is because there is an element of intention on the part of the seller due to the alleged manipulation of the land object which will be used as the object of sale and purchase as part of the property. This fact is certainly enough to show that the fourth condition for the validity of an agreement is not fulfilled, which emphasizes the importance of having a lawful cause for an agreement. So if we refer again to the provisions of Article 1471 of the Civil Code, then the agreement is null and void, The fourth requirement for the validity of the agreement, which is the lawful consideration, is not fulfilled in this agreement. Based on the examination regarding the validity of the sale and purchase agreement between

Table 3. The result of reviewing the validity of the agreement

Article 1320	"fulfilled/not fulfilled"
The agreement of those who bind themselves	Fulfilled
The ability to make an agreement	Fulfilled
A certain thing	Not Fulfilled
Halal Cause (A lawful cause)	Not Fulfilled

That the agreement has violated the *third* and *fourth conditions* for the validity of the agreement which, as explained above, of the four conditions for the validity of the agreement, the first two conditions are classified as conditions. subjective while the last two requirements are categorized as objective requirements. Apart from these differences, the four conditions above can also be distinguished from the legal consequences of not fulfilling the conditions for the validity of the agreement due to elements that are not fulfilled. If the subjective conditions in the agreement are not fulfilled then the agreement can be canceled (*vernietigbaar*) as long as the agreement has not been or is not cancelled. court, and if the objective conditions are not met then the agreement is null and void (*nieteg*) or the agreement is deemed to have never existed.

Legal Actions That Can Be Taken by Residents of the Taman Duren Sawit Housing Complex Against the Unlawful Actions of the Developer

The legal relationship between an individual and his land creates rights and obligations between an owner and his land. Land has a very important role in human life, thus encouraging every individual to try to own and control it, and this often leads to disputes, this condition is known as land ownership claim conflict.

In general, land conflicts are caused by several factors, namely: (1) Poor land administration in the past; (2) Disparity in land ownership and control structures; (3) Ineffective land registration system; (4) The increasing need for land has caused land prices to become uncontrolled due to the intervention of the land mafia; (5) Overlapping laws and regulations, both horizontally and vertically, including inconsistencies in the substance being regulated; (6) There is still a lot of abandoned land; (7) Lack of caution by notaries and land deed officials in carrying out their duties; (8) There is no consistent interpretation or perception from law enforcers, especially judges, regarding laws and regulations in the land sector; and (9) Lack of commitment from law enforcers to implement laws and regulations fairly and consistently.

One of the factors causing land conflicts is the lack of caution by the notary-PPAT in making land sale and purchase deeds, as in the case of the Taman Duren Sawit Housing Complex. Based on the analysis in the discussion chapter above, it can at least be concluded that the Deed of Sale and Purchase or land sale and purchase agreement made by Notary-PPAT Daniel Parganda Marpaung, SH, MH has violated the conditions for the validity of the agreement as regulated in article 1320 of the Civil Code, namely "a *certain thing* " and " *halal causes* " as objective conditions that cause the agreement to be null and void. So that residents who have good intentions entering into a land sale and purchase agreement with the intention of owning a property are threatened with material and immaterial losses due to the lack of caution by the PPAT notary in examining the object of the agreement they are about to make. However, if the two conditions of the agreement are not fulfilled, namely "there is no certainty about the object of the agreement and "there is no lawful cause" for the agreement, the agreement is deemed to have never existed according to law because it is automatically void due to the law. However, the impact of this cancellation is of course that there will still be losses for residents as buyers with good intentions that must be recovered. So that residents also have *legal standing* to file a civil lawsuit against the developer (Developer) for alleged PMH that has occurred. In general,

civil lawsuits that can be filed against an agreement that has an error in its preparation so that it violates Article 1320 of the Civil Code are conceptually divided into lawsuits for unlawful acts (PMH) and lawsuits for breach of contract (broken promise).

Unlawful Acts (PMH) and Default (broken promises) as lawsuits have different elements due to a violation of a transaction (agreement) between the parties. So the submission must be in accordance with what has been determined in the Legislative Regulations:

Unlawful Actions (PMH)

Based on article 1365 of the Civil Code, PMH has several elements, namely:

There is an unlawful act

In simple terms, unlawful acts are actions that violate the law and result in harm, violations of legal norms, actions that conflict with individual rights, actions carried out outside the limits of authority, and violate moral values and general principles of law.

There is an error

Mistakes in the element of an unlawful act must obtain strong evidence to claim compensation, so the party suing is required to find evidence of the mistake (in accordance with Article 1865 of the Civil Code).

There are losses

Based on the Civil Code, compensation can be provided for the following things: (1) Compensation for all PMH (article 1365 Civil Code); (2) Compensation for behavior carried out against other people (article 1367 (1) Civil Code); (3) Compensation for someone who keeps an animal (article 1368); (4) Compensate for losses to someone who owns a collapsed building; (5) Compensate for losses to the family that someone has left behind; (6) Compensate for losses caused by murder; (7) Compensation for losses caused by the victim experiencing disability (article 1371 of the Civil Code); (8) Compensation for losses caused by insulting acts (1372 Civil Code)

So in an unlawful act there must be a nominal loss of money experienced then this can be said to be an unlawful act.

There is a causal interaction between loss and behavior

According to this understanding, there is a famous theory, namely *conditio sine qua non* (by von Buri). According to Von Buri, *the conditio sine qua non theory* begins with a discussion of the concept of causality which literally means conditions that cannot be ignored. In this theory, there is no difference between conditions and causality, as well as all aspects related to an event that causes consequences, including the cause. In simple terms, causal interaction between loss and behavior refers to a cause-and-effect relationship where a person's behavior can be the cause or contributor to the occurrence of loss.

Default (broken promise)

In simple terms, a breach of contract has been committed by someone if a certain person/party does something that is prohibited by the agreement or if they do not do something that has been agreed upon, they are deemed to have committed a breach of contract. As stipulated in article 1238 of the Civil Code, "The debtor is declared negligent by means of a warrant, or by means of a similar deed, or based on the strength of the agreement itself, that is, if this agreement results in the debtor being deemed negligent after the specified time has passed. From the concept of default that has been explained, several elements can be taken into it, namely:

Error

A mistake needs to fulfill several conditions before it is considered a mistake, namely: a) It must be able to avoid the action that will be carried out, and b) The perpetrator of the action can be blamed, meaning that the perpetrator of the action is able to understand the consequences of his action.

Negligence

What is meant by negligence is an act carried out by a person and that person can know the possibility of a consequence that could harm another party. It is difficult to determine that negligence has occurred because proof must be carried out because it is not uncommon for the provisions regarding the time when the performance to be carried out to be carried out are not specified

Gaps

Gaps are actions that are desired and known by the perpetrator. Therefore, when inequality occurs, there is no need for intent or intention to cause harm to another person, as long as the perpetrator of the act is aware of what he is doing but does it anyway, that is enough.

The legal actions that the residents can take

If we refer to this case, in accordance with the concept of a civil lawsuit and its elements, residents as buyers have the right to file a lawsuit for unlawful acts (PMH) through the local district court, this is because the developer as the seller has committed an unlawful act against the agreement. which has been made so as to cause losses to other parties in the agreement and the conditions for the validity of the agreement are not fulfilled, namely "the object is not certain and there is no lawful cause", apart from that there are also errors or carelessness of the authorized officials in validating the object of the agreement, namely land along with the building, and there are material and immaterial losses caused by the execution of residents' houses so that residents lose their rights to their residence. This problem creates a connection between losses from behavior, which means actions carried out by the developer and the negligence of the notary-PPAT, which causes losses for residents as buyers with good intentions.

Apart from fulfilling the elements of an unlawful act claim, it is also important to know that agreements made between residents as buyers and developers as sellers can give rise to legal consequences in the form of being "null and void" which means that the agreement is deemed to have never existed and is not binding on parties, so that there is no basis for suing each other before a judge. However, in fact, there is a court decision that adjudicates the agreement as void ab initio due to the unlawful act committed by the defendants, namely Supreme Court Decision Number 98 K/Pdt/2016. In its substance, the panel of judges decided the annulment of the PPJB deed due to the unlawful act by the seller/Defendant I, who resold the object that had been sold to a third party/Defendant II. The court determined that the PPJB deed and power of attorney to sell, whose object was the disputed land, made by Defendants I and II, were invalid and void ab initio. It declared that Defendants I and II committed an unlawful act that caused harm to the Plaintiff because the sale and purchase agreement for the land and building on June 14, 2011, between the Plaintiff/buyer and Defendant I/seller, had indeed been acknowledged as valid and settled by Defendant I/seller. Moreover, Defendant I/seller was aware at the time of the PPJB deed made between Defendant I and Defendant II in 2012 that the land had been occupied by the Plaintiffs, hence the Plaintiffs/sellers were the rightful owners of the land. According to the opinion of the panel of judges, the Plaintiffs were well-intentioned buyers and therefore must be protected. However, there was no legal protection

provided in the verdict for Defendant II, who had suffered losses due to Defendant I's inability to possess and enjoy the disputed object since January 2012. In the author's view, Defendant II should also receive compensation from Defendant I because according to Article 1365 of the Civil Code, Defendant II is a victim of the unlawful act committed by Defendant I.

Returning to the case under study, based on the comparison with similar cases outlined earlier, it is only fair that the residents receive compensation for their losses because the parties have in fact carried out the achievements in an agreement, namely the buyer has made payment in full which is accepted by the developer as the seller, and the developer has built the building and handed over the building to the residents as the buyer. So citizens as buyers with good intentions who experience losses can file a lawsuit based on article 1365 of the Civil Code "Every act that violates the law and causes loss to another person, requires the person who caused the loss through his fault to compensate for the loss." In the context of this problem, the Developer can be categorized as having committed an unlawful act because the Developer is the seller of land whose status is still unclear and is still in dispute with the heirs (previous land owners), and the Developer has covered up this information to trick the buyer so that the buyer wants to do it. sale and purchase transactions on sale and purchase objects that are still not free from legal problems. So that in the future it has the potential to cause losses for the buyer and this happens because of the emergence of a lawsuit from the heirs and the issuance of a certificate in the names of the parties in dispute over the land .

Conclusion

The land and building sale and purchase agreement made between the residents of Duren Sawit Housing (the buyer) and the developer as the seller has violated the provisions of a certain matter and the reasons are halal because the developer as the seller does not fulfill the conditions for the validity of the agreement as regulated in the article. 1320 Civil Code. In particular regarding the provisions regarding the terms "a certain thing" and the terms "halal causes". This right is because the seller (developer) has sold to residents a land object whose ownership is still in dispute status or an object that is not yet free and there is also no disclosure of information from the developer regarding the object of the agreement that has been agreed upon by the buyer, which is enough to show that there is an unlawful cause. because there is bad faith on the part of the seller regarding the security of the goods being sold, based on this, the agreement has violated the provisions of article 1335, article 1337 in conjunction with article 147 of the Civil Code so that if the objective conditions of the agreement are not fulfilled, the agreement will become null and void.

The developer has clearly carried out actions that have harmed the buyer by selling land whose ownership is still in dispute and not disclosing information from the developer regarding the object of the agreement so that the developer and the Notary-PPAT have violated article 1365 of the Civil Code so that the developer has committed an unlawful act. in the agreement can be used as a basis for the buyer to take legal action in the form of a lawsuit to the local district court to recover losses that have been incurred as a result of the agreement.

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