

LEGAL ANALYSIS OF THE CONSEQUENCES OF CANCELLATION OF LAND SALES DUE TO LEGAL DEFECTS FROM THE PERSPECTIVE OF PROTECTION OF THE RIGHTS OF THE PARTIES (RESEARCH STUDY AT THE NATIONAL LAND AGENCY OF BATAM CITY)

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Abstract

Land sale and purchase transactions are a form of agreement that plays an important role in the Indonesian agrarian legal system and requires legal certainty and protection for the parties involved. However, in practice, there are still many cases of land sale and purchase cancellations due to legal defects, such as document forgery, overlapping ownership, legal subject invalidity, or procedural violations. These legal defects not only harm the buyer and seller, but also give rise to liability for the notary as the maker of the authentic deed. This study aims to analyze the legal regulations, implementation, obstacles, and solutions related to the cancellation of land sales due to legal defects from the perspective of protecting the rights of the parties in notarial deeds. This study uses a normative juridical and empirical juridical approach. Data was obtained through a literature study of laws and regulations as well as field studies through interviews with notaries, land officials, and parties who had been involved in the cancellation of land sales in Batam City. The research was analyzed using positive law theory (John Austin), legal system theory (Lawrence M. Friedman), and legal certainty theory (Sudikno Mertokusumo). The results of the study show that although legal regulations are available in theory, the implementation of legal protection for the parties still faces serious challenges, especially in terms of the verification of document validity by notaries, the weak land administration system, and the lack of inter-agency integration. It is recommended that the government strengthen the digitization and supervision systems for notarial and land practices, as well as improve the legal literacy of the community in conducting land transactions so that legal protection can be guaranteed in a fair and proportional manner.

Keywords: *Cancellation of Land Sale and Purchase, Legal Defects, Protection of Rights, Notarial Deed, Legal Certainty*

INTRODUCTION

Land sale and purchase transactions are a form of legal action that has a significant impact on land ownership and rights. In the Indonesian legal system, land sale and purchase processes must be carried out in accordance with agrarian law provisions and other laws and regulations in order to provide legal certainty for the parties involved. Notaries play an important role in ensuring the validity of these transactions by creating authentic deeds as legal evidence with full probative force. However, in practice, there are many cases of land sale and purchase cancellations due to legal defects, such as the invalidity of the subject or object of the agreement, document forgery, or violations of the procedures stipulated in the laws and regulations. Such cancellations not only cause legal uncertainty but also have the potential to harm one or even all parties involved in the transaction. The legal consequences of land sale cancellations due to legal defects are a crucial issue, especially in relation to the protection of the rights of the parties involved in the transaction. In the context of Batam City, which is an area with a high level of land transactions, this issue becomes even more relevant given the high potential for land disputes. The sale and purchase of land is an important aspect of agrarian law in Indonesia because it is directly related to the fulfillment of land rights for individuals and legal entities. As a country with an agrarian law system regulated by Law Number 5 of 1960

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concerning Basic Agrarian Principles (UUPA), Indonesia emphasizes that land must be controlled by the state and utilized as much as possible for the prosperity of the people. Therefore, land sale and purchase transactions must be carried out in accordance with applicable laws to ensure legal certainty for the transacting parties and avoid agrarian disputes in the future. The existence of a clear and structured land administration system is the foundation for ensuring that land transactions are valid and have binding legal force. In practice, land sales are not merely economic transactions, but also legal acts that have long-term consequences for ownership rights. Article 19 of the Basic Agrarian Law mandates that the government is responsible for registering land to ensure legal certainty for rights holders. This registration involves a series of administrative procedures, including checking the status of the land, recording the transfer of rights, and the preparation of a deed of sale by the competent authority. This process aims to avoid legal problems in the future, such as overlapping ownership, illegal transfer of rights, or disputes over the land being sold.

Notaries play a crucial role in the Indonesian legal system, particularly in ensuring the validity of land sale and purchase transactions through the creation of authentic deeds. Based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries, notaries are given the authority to draw up deeds that have binding legal force and serve as strong evidence in the eyes of the law. The existence of notarial deeds in land sale and purchase transactions aims to provide legal certainty and protection for the parties involved in the transaction. One of the main functions of a notary in land sale and purchase transactions is to verify the validity of the documents submitted by the parties. The notary must ensure that the land being sold is legally valid, not in dispute, and not being used as collateral for a contract. In addition, notaries are also responsible for checking whether the parties involved in the transaction have the legal authority to buy and sell land. This is to avoid transactions involving parties who are not authorized or do not have full rights to the land being sold.

The city of Batam is one of the regions with a high level of land sales transactions, given its position as a strategic industrial and trade area. However, amid the high level of land sales activity, cases of transaction cancellations due to legal defects are also on the rise. Several major factors causing the cancellation of land sales in Batam include the invalidity of the subject or object of the agreement, document forgery, and procedural violations that cause the transaction to be considered legally invalid. One of the main causes of legal defects in land sale and purchase transactions in Batam is the large number of lands with unclear or overlapping ownership status. According to the results of research conducted by Sunaryanto in his book "Agrarian Disputes and Their Resolution," many cases of land sale and purchase cancellations occur due to discrepancies between the certificates owned and the land data at the National Land Agency (Sumaryanto, 2020). These discrepancies often occur because land sales are conducted without a rigorous verification process, resulting in transactions that are legally invalid.

Procedural violations in land sale and purchase transactions are also an important factor leading to the cancellation of transactions. In many cases, land sales and purchases are carried out without involving authorized officials such as notaries or PPAT (Land Deed Officials), so that the transactions that take place do not have binding legal force. As a result, when disputes arise between the parties, there is no strong legal basis to prove the validity of the transaction. Therefore, it is important for every party wishing to conduct a land sale and purchase transaction to understand and comply with the established procedures in order to avoid legal problems in the future. The cancellation of a land sale and purchase transaction due to legal defects can have significant legal implications for the parties involved, namely the seller, the buyer, and the notary. For the seller, the cancellation of the transaction can result in the loss of the right to receive payment or even the obligation to return the money that has been received from the buyer. For notaries, the cancellation of a land sale and purchase transaction can result in professional and legal liability, especially if negligence is found in the examination of the validity of documents or compliance with legal procedures. Notaries who are proven to be negligent or intentionally make deeds for legally flawed transactions may be subject to administrative, civil, or criminal sanctions in accordance with the provisions of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries. In some cases, notaries may be sued by one of the aggrieved parties for committing unlawful acts (Mertokusomo, 2021). Therefore, notaries must be careful in verifying documents and ensuring that the transactions contained in authentic deeds meet the applicable legal requirements.

LITERATURE REVIEW

Definition of buying and selling

According to Salim (2015), a sales agreement is an agreement made between the seller and the buyer. In this agreement, the seller is obliged to deliver the object of sale to the buyer and is entitled to receive the object. The nature of a sales agreement is basically one of the fundamental parts of an agreement. A sales and purchase agreement

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also contains an agreement between the parties to bind themselves and create trust between the parties regarding the fulfillment of the agreement. Article 1458 of the Civil Code defines a sale and purchase as a consensual agreement, which can be simply stated as any acceptance manifested in the form of a statement of acceptance, whether made orally or in writing, indicating the moment the agreement is formed. If there is agreement on the price and goods but there are other matters related to the sale and purchase agreement that are not agreed upon, the sale and purchase will still not take place because there is no agreement. However, if the parties have agreed on the essential elements of the sale and purchase agreement, and the parties do not dispute other matters, the clauses deemed applicable in the agreement are provisions regarding sale and purchase contained in legislation (BW) or commonly referred to as *naturalia* elements.

Legal Regulations on Land Sales

As explained in Article 20 paragraph 2 “That ownership rights can be transferred to another party” and also Article 23 paragraph of the Land Ownership Law, likewise every transfer, cancellation and encumbrance with other rights must be registered in accordance with the provisions referred to in Article 19. In ownership rights, a transfer is mentioned. Transfer here means the transfer of an object by its owner or on his behalf to another person so that the other person acquires rights to the object. For example, in a sale and purchase, the sale and purchase agreement only gives rise to rights and obligations (obligator), but does not yet transfer ownership rights. In sales and purchase agreements, grants, gifts, and exchanges, the transfer of ownership rights is transferred. With the enactment of UUPA Number 5 of 1960 and its implementing regulations, the transfer of immovable property in the form of land and anything attached to it is carried out with an authentic deed in front of a Land Deed Official (PPAT). According to current regulations, the Land Deed Official can be a notary or a sub-district head, depending on their respective areas of work. The PPAT is then registered with the local agrarian office in the land registration section. On this basis, the land registration official issues a certificate of ownership as proof of rights.

Definition of Legal Defects in Land Sale and Purchase Transactions

From a civil law perspective, a legal defect refers to an imperfection or inconsistency in a legal act that causes the act to not meet the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code (KUHPerdota). These requirements include the agreement of the parties, the capacity to enter into a contract, a specific subject matter, and a lawful cause. If one of these requirements is not met, the agreement may be considered legally defective and potentially void or voidable. For example, if there are elements of coercion, fraud, or negligence in the process of forming the agreement, then the agreement contains a legal defect (Harahap, 2016). These administrative legal defects include procedural errors, errors in the application of laws and regulations, errors in the subject of rights, errors in the object of rights, and errors in the type of rights. For example, the issuance of land certificates without following the correct procedures or without accurate data verification can be considered an administrative legal defect. In the context of land sales, legal defects can be categorized into three main types: subject defects, object defects, and procedural defects. Subject defects occur when one of the parties to the transaction does not meet the requirements as a legal subject, for example, the seller is not the legal owner of the land or the buyer does not have the legal capacity to conduct the transaction.

Definition of Legal Defects in Land Sale and Purchase Transactions

In land sale and purchase transactions, legal defects can occur due to various factors that interfere with the validity of the agreement and have the potential to cause disputes in the future. Some of the main factors that often cause legal defects in such transactions include: Forgery of Land Ownership Documents is one of the main causes of legal defects in land sales. This act involves the creation or use of false documents that appear to be genuine in order to deceive other parties. For example, someone may forge a title deed or other documents related to land ownership in order to sell land that does not actually belong to them. Overlapping Ownership and Problematic Land Status. Overlapping ownership occurs when a piece of land is claimed by more than one party with different proof of ownership. This is often caused by inaccurate or incomplete data in land administration, as well as a lack of coordination between relevant agencies. In addition, problematic land status, such as land that is still in dispute or land whose purpose is unclear, can also cause legal defects in sale and purchase transactions. Land Sales Without Meeting Administrative Requirements: Land sale and purchase transactions must meet various administrative requirements set by laws and regulations. For example, the deed of sale must be made in the presence of an authorized Land Deed Official (PPAT), and the deed must be registered with the local land office for the transfer of ownership process.

METHOD

This study uses qualitative research methods, which are often used and implemented by a group of researchers in the social sciences, including education. This study focuses on legal analysis of the protection of the rights of parties affected by the cancellation of land sales due to legal defects. This research was collected through interviews and case studies of court decisions related to the cancellation of land sales due to legal defects. By combining normative and empirical approaches, this study aims to examine the effectiveness of applicable regulations and how legal protection is implemented for the parties in practice. Using normative and empirical legal approaches. The normative legal approach is carried out by examining and analyzing laws and regulations related to land sale and purchase transactions, cancellation due to legal defects, and legal protection for the parties involved. The location of this research was in the Riau Islands Province, specifically in the city of Batam.

RESULTS AND DISCUSSION

Legal Provisions on the Cancellation of Land Sales Due to Legal Defects from the Perspective of Protecting the Rights of the Parties

The sale and purchase of land is a legal act that essentially refers to the provisions of Article 1457 of the Civil Code, which states that a sale and purchase is an agreement whereby one party binds itself to deliver an item, and the other party to pay the agreed price. In the context of land, buying and selling not only transfers ownership rights to the property, but also has legal consequences for the legal status of ownership of the land. Therefore, in the Indonesian legal system, the buying and selling of land cannot be done orally or by private letter, but must be recorded in an authentic deed that meets formal and material requirements in order to provide legal protection to the parties involved. Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA) is the main legal basis governing the control, ownership, use, and utilization of land. In the practice of land sales and purchases, the provisions of Article 19 paragraph (2) letter c of the UUPA state that land registration aims to provide legal certainty and legal protection to land rights holders.

Thus, the process of buying and selling land must be carried out through the creation of an authentic deed by a Land Deed Official (PPAT) as a form of legality and a valid means of proof in the eyes of the law. This deed is a requirement for registering the transfer of rights to the National Land Agency (BPN).

Authentic deeds drawn up by PPATs (who in many cases also serve as notaries) have full evidentiary force as stipulated in Article 1868 of the Civil Code. These deeds formally prove that what is stated in them actually occurred and was signed by the parties before an authorized public official. With this deed, the sale and purchase of land is not only legally valid but can also be used as evidence in court proceedings in the event of a dispute. In this case, the authentic deed serves as a legal protection instrument for the rights of the legal subjects listed therein. The legal position of notaries in this case is regulated in Law Number 30 of 2004 concerning the Position of Notaries, as amended by Law Number 2 of 2014. Article 1 paragraph 1 states that a notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this law or other laws. In the context of land sales, notaries often play a role before the PPAT deed is drawn up, particularly in the process of preliminary agreements, the drafting of powers of attorney, or statements of intent. Notaries are obliged to ensure that the parties to the deed are legal entities, have good intentions, and are aware of the content and legal consequences of the agreement they are entering into.

The implication of legal defects in land sale and purchase agreements is that the agreement may be canceled either voluntarily by the parties or through a court decision. If the defect is substantial, such as the absence of an element of agreement or an invalid object, the agreement is considered null and void. Meanwhile, if the defect is formal, such as a procedural error or administrative negligence, the agreement can be canceled at the request of the aggrieved party. This is in accordance with the general principle in contract law that an invalid agreement cannot give rise to binding legal consequences. Furthermore, the existence of legal defects in land sale and purchase agreements also has an impact on the protection of the rights of the parties. The buyer, in particular, is often in a weak position because they have limited ability to verify the legality of the land being purchased. If the agreement is canceled due to a legal defect, the buyer may lose their rights to the land and not receive a fair refund of the price paid, especially if the seller cannot be held legally responsible. Therefore, the legal system needs to provide strict preventive and repressive protection mechanisms for the aggrieved party.

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Implementation of Land Sale Cancellation Due to Legal Defects from the Perspective of Protecting the Rights of the Parties

The implementation of land sale cancellations in Batam City, based on field research at the Batam City Land Office and a review of court decisions, shows a trend of increasing legal defects in land transactions. Data obtained from the Batam National Land Agency (BPN) shows that most of the problems occur due to procedural irregularities and document falsification, which result in the transfer of ownership or registration process being unable to proceed. Land officials emphasize that compliance with the principles of legality and document validity is an absolute requirement in every transfer of rights process, and non-compliance will result in administrative cancellation or even a lawsuit in court. The first case occurred based on AJB No. 531/2012 between RIKI LIM (Director of PT Glory Point) as the seller and WAHYUNI HANDAYANI as the buyer. Subsequently, a power of attorney to sell (KUM 42/2012) was made from Wahyuni to H. RUDDY FAISAL BATUBARA, who then sold to ADE KOSIM DENAN in the form of PPJB 176/2013. However, the Batam National Land Agency (BPN) refused to process the transfer of rights because the power of attorney was created before the legal ownership of the land was registered in the name of Wahyuni Handayani. In this case, there were legal defects in terms of subject matter and procedure, because the right to authorize the sale had not been legally transferred to the principal.

The second case involved PT Sintai Industri Shipyard, which faced a legal dispute due to the falsification of company documents and land assets that were allegedly transferred illegally. In this case, PT Sintai's Building Use Rights Certificate (SHGB) was allegedly transferred unilaterally by PT Cahaya Maritim Indonesia (CMI), with the alleged involvement of the liquidator and notary in the creation of the allegedly forged deed. As a result, PT Sintai filed a counterclaim against PT CMI and sought to cancel the company's dissolution at the Batam District Court. This dispute highlights that cadastral fraud or administrative falsification of land documents can have serious implications for the legal protection of land assets. From the two cases above, it can be concluded that in practice in Batam City, the cancellation of land sales is often a consequence of negligence in ensuring the legality and authenticity of documents by the parties, including notaries. A sociological approach highlights that the community's weak legal literacy regarding the importance of formal procedures and the lack of internal control by public officials also contribute to legally flawed transactions.

This causes parties acting in good faith, especially buyers, to often become victims of negligence or violations committed by the previous party. From interviews with officials at the Batam National Land Agency (BPN) and local legal practitioners, it was found that there is still a dualism between the speed of transactions and the accuracy of document verification. In many cases, powers of attorney or AJBs are hastily drawn up without checking the legal history of land ownership. In addition, PPATs or notaries are sometimes not careful in tracing the status of land that has multiple conflicts or is in dispute. This causes authentic deeds to lose their formal power and opens up the potential for lawsuits and cancellations. Reflecting this reality, an empirical juridical approach proves that the protection of the rights of the parties is not sufficient with written rules alone, but is highly dependent on professional and ethical technical implementation. Both from the land administration and notary sides, there is a need to strengthen supervisory functions, professional certification, and digital document verification mechanisms to minimize the possibility of legal defects in the future. This study also emphasizes the need for legal education for the public and the strengthening of the notary's responsibility as the guardian of formal legality in land sale and purchase transactions.

In notarial practice in the city of Batam, the results of the study show that notaries have a central role in ensuring the formal validity of every land sale and purchase transaction as outlined in an authentic deed. From interviews with several notaries in the Batam area, including members of the Indonesian Notary Association (INI) Batam branch, it was confirmed that the main responsibilities of notaries include verification of the legal subjects (identity of the parties), the object of the agreement (land status), and other supporting documents such as certificates, SPPT PBB, and letters of release of rights. However, in some cases, there have been omissions in the verification process, resulting in the deeds being made the subject of cancellation lawsuits.

Obstacles and Solutions to Land Sale Cancellations Due to Legal Defects from the Perspective of Protecting the Rights of the Parties

One of the main obstacles in the land sale and purchase process that leads to cancellation is the falsification of land ownership documents. Based on interviews with officials from the Batam City Land Office and several notaries practicing in the area, it was found that there were a number of cases where the land certificates submitted by the sellers turned out to be fake or the result of digital scanning and identity manipulation. Although formally valid, these documents were not recorded in the official BPN database. This condition often goes undetected during

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the transaction, causing losses to buyers who have paid in full and relied on the validity of the notarial deed as collateral. In addition, overlapping certificates and unclear land status are common problems in Batam City. Several areas in the city still have conflicts of authority between BP Batam and the Land Office, resulting in one plot of land having two or more certificates or title deeds under different names. Field data shows that most cases of overlapping occur due to a lack of synchronization of land data between agencies. In some cases, land certificates are even issued based on recommendations for land that does not yet have full legality. This causes buyers to experience legal uncertainty, even after the deed of sale has been drawn up by a notary. The next factor is the negligence of notaries in conducting administrative verification. Based on observations and interviews with members of the Indonesian Notary Association (INI) in Batam, it is known that in practice, there are notaries who only rely on documents submitted by the parties without checking their validity with the relevant agencies. This is due to limited access to land information systems and pressure from buyers and sellers who want to complete the transaction immediately. In fact, thorough verification is a legal obligation of notaries as public officials, as stipulated in the Notary Law and the INI Code of Ethics. This situation is exacerbated by the low level of legal literacy among both buyers and sellers. Many people in Batam City still believe that land transactions can be carried out through a notarial deed without understanding the importance of thoroughly checking the status of the land. In some cases, buyers are unaware that the land they are purchasing is in dispute, has been used as collateral for debt, or is part of a forest/state land area. This reflects the weak legal culture of the community in exercising their rights and obligations proportionally in land transactions.

In terms of institutional roles, coordination between institutions such as the National Land Agency (BPN), notaries, and courts is considered ineffective and tends to be sectoral. Interviews with several notaries revealed that they often encounter difficulties in obtaining certainty regarding land status due to complicated bureaucracy and slow responses from land authorities. On the other hand, the courts also do not have a system for directly reporting to the BPN when there is a decision to revoke land rights, so that these records are not immediately reflected in the land database. As a result, land that is actually in dispute can still be bought and sold, and notarial deeds can still be drawn up without awareness of the legal risks in the future. Thus, it can be concluded that the application of legal certainty theory in facing obstacles and formulating solutions to the cancellation of land sales due to legal defects is very relevant to ensuring fair, certain, and proportional legal protection for the parties. Legal certainty is not only realized through written norms, but also through accountable law enforcement, an up-to-date land information system, and professionalism and legal ethics among legal actors, particularly notaries and land officials. All of these are important foundations in promoting a more reliable land law system that is oriented towards substantive justice.

CONCLUSION

Legal provisions regarding the cancellation of land sales due to legal defects are regulated in various laws and regulations such as the Civil Code, the Basic Agrarian Law, the Notary Law, and technical regulations on land from the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency, which normatively provide a basis for ensuring the validity of the subject, object, and procedure in land sales. However, in practice, legal protection for the parties is not yet fully optimal due to loopholes in the implementation of norms, a lack of system integration, and insufficient supervision of the execution of authentic deeds by notaries as public officials. The implementation of land sale and purchase cancellations in Batam City shows that there is still a gap between normative rules and practice in the field, marked by the discovery of legal defects that result in the cancellation of deeds, harming one or all of the parties involved. The role of notaries as protectors of legal certainty has not been fully exercised, especially in terms of verifying documents and the legal identity of the parties. Despite efforts to improve the situation through legal socialization and institutional capacity building, substantive legal protection of the rights of the parties still requires systemic strengthening. The main obstacles to the cancellation of land sales due to legal defects include a weak land administration system, suboptimal verification by notaries, low legal literacy among the public, and limited data integration between institutions. To overcome these obstacles, the proposed solutions include reformulating technical regulations on notaries, strengthening the role of notaries in formal and material verification, and implementing a transparent and accountable integrated electronic land system, which overall aims to create fair, certain, and proportional legal protection for all parties in land sale and purchase transactions.

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