



Legal Protection on Good Intention Buyers Against the Auction Object Due to the Execution of Liability Rights

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ABSTRACT

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The problem of land in human life is very important, because most of human life is very dependent on the land. Therefore, buying and selling is not only the transfer of ownership rights to land to other parties, but also the transfer of land rights, where the buyer controls, manages and uses the object according to his interests and needs. A legal act of transferring rights must fulfill the principle of light and cash. The author presents an example of a sale and purchase agreement made in good faith, but the seller does something illegal and the buyer in good faith is not protected. There is an interesting legal issue for the author to examine in more depth about the land sale and purchase agreement as the legal fact that the buyer has good intentions but an unlawful act is committed by the seller, so that the object of the sale and purchase must ultimately be executed because the debtor defaults. The type of research is normative juridical. The conclusion from the legal position of the buyer who has good intentions, even though the evidence is in the form of an underhand sale and purchase agreement, must still get legal protection. Due to the legal action between the seller and the bank without the power and approval of the buyer, the agreement between the seller/debtor and the creditor can be qualified as "null and void" based on the good faith of the buyer in taking legal action with the seller or it can be qualified that the sale of the auction object is considered never to have occurred, as stipulated in Article 20 UUHT. And that the current regulations do not provide legal protection for buyers with good intentions. Because the rights of the buyer who have fulfilled the elements as stated in Article 1320 of the Civil Code are still being ruled out, it is proven by the auction of the object of sale and purchase that has been carried out by the seller with legal actions with other parties carried out unilaterally. So that in the future there is a need for regulations that provide more legal protection for buyers with good intentions

Keywords:

Good Faith, Sale and Purchase, Transfer of rights.

I. INTRODUCTION

Land is a place for human settlements and as a source of livelihood through agriculture and in the end it is the land that is used as the last burial place for someone who died (Abdurachman, 2008). With the applicable law that regulates human life in society (John Salindeho, 1994). The phrase "earth" in everyday life can be used in various ways, in our daily life, it is necessary to have boundaries so that it is easy to understand in its use.

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Regarding Boedi Harsono's land, which limits the understanding based on the provisions in Article 4 of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (hereinafter referred to as UUPA) (Boedi Harsono, 2008). One of them is the material rights to land which are normalized in Article 16 paragraph (1) of the UUPA is the strongest and most complete land ownership right. The strongest term indicates the element of an indefinite period of time and the existence of "proof of rights" so that it has power. Fully means to authorize the owner to use.

The process of buying and selling land is comprehensively regulated in Government Regulation Number 24 of 1997 concerning Land Registration as amended by Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flat Units, and Land Registration (hereinafter abbreviated as PP Land

Ermanto Fahamsyah et al, Legal Protection on Good Intention Buyers Against the Auction Object Due to the Execution of Liability Rights

Registration). Legal certainty related to the buying and selling process is proven by the existence of an original deed.

The deed made by PPAT in an authentic form is the strongest and most complete evidence of its important role in all legal relationships, business relationships that exist in the community. With the increasing demands for legal interests both at the national and regional levels, the need for written evidence in the form of an authentic deed is increasing. The deed clearly regulates rights and obligations, guarantees legal certainty, and at the same time avoids disputes (Supriadi, 2012).

However, in reality, problems often arise due to misunderstandings and evil intentions hidden in good faith. A common misconception about the transfer of land rights by way of buying and selling is only done with a fake contract, and the certificate is still in control or held by the seller, so the buying and selling process needs to be carried out in good faith with the contract, so the parties will feel safe.

In this case, the author presents an example of a sale and purchase agreement made in good faith, but the seller does something illegal and the buyer in good faith is not protected. As stated in the Yogyakarta District Court Decision Number 55/Pdt.Bth/2020/PN.Yyk, the position cases are as follows:

Nurs on November 24, 2014 bought a plot of land in the yard on which the building of the house SHM No. 6201 is located in Sleman, Special Region of Yogyakarta Province, covering an area of 144 m² still in the name of Oktario Adha, the payment is in cash and clearly, but the sale and purchase process has not been made before the Land Deed Making Officer (PPAT), with consideration of the kinship between Nurs and Okta. Both of them agreed that the buying and selling process was temporarily made with an underhand deed, but the certificate was still in the hands of Oktario Adha. That SHM No. 6201 unilaterally and without the knowledge of Nurs since November 19, 2018 has been burdened with Mortgage for the application of credit by Okta in the amount of Rp. 600,000,000 (six hundred million rupiah) to PT BPR, but Okta was unable to properly carry out his obligations the plot of land as collateral was submitted for auction by PT. BPR. Based on a letter issued by the Head of the Yogyakarta State Assets and Auction Service Office (KPKNL) No: S-644/WKN.09/KNL.06/2020 dated March 5, 2020 regarding the Determination of the auction schedule for PT. BPR auction a.n. Okta, the Second Auction will be held on

April 21, 2020 at the Yogyakarta State Property and Auction Service Office. The auction of the execution of the mortgage rights will be carried out by PT. BPR with the Intermediary KPKNL Yogyakarta based on the letter of determination of the auction issued by the KPKNL.

Based on the description above, there are interesting legal issues for the author to examine in more depth about the land sale and purchase agreement as a legal fact that the buyer has good intentions but an unlawful act is committed by the seller, so that the object of the sale and purchase must ultimately be executed because the debtor commits a crime. default. Based on the description of the background, there are 3 (three) problems as follows:

1. What is the position of land as a sale and purchase object that is guaranteed by mortgage and is auctioned off by the creditor?
2. What is the form of legal protection for the purchaser of land for the object of sale and purchase which is executed based on a mortgage guarantee certificate?
3. What are the future arrangements regarding legal protection for buyers who have good intentions on land as objects of sale and purchase at auction?

II. LITERATURE REVIEW

The usefulness of theory is to provide an explanation of the existence of definite symptoms or a certain process that occurs (JJ. Wuisman, 2006). One theory is used as an analytical knife to legal facts so that it can provide untruth.

A. Legal Protection Theory

The theory of legal protection, like the opinion of the positivist school, makes a distinction between rights and law to fill the void caused by the rejection of the flow of God's law (Divine Law) and natural law (Natural law) which position as the basis of human rights in positive law. Because the law is seen as a coercive order made by the community to protect the community from the unfair treatment of other people, then the rights granted by the law arise. The form of protection to the community has multi dimensions, one of which is legal protection. Due to a conflict of interest in society, it must be minimized by the presence of law in society.

B. Legal Certainty Theory

Based on the concept of legal certainty initiated by Aristotle, legal certainty is a mandatory requirement of all regulations, the issue of justice and the benefits of law is not the main reason for the purpose of law, but the most important thing is the existence of legal certainty (Ridwan Halim, 2005). As the thought of Radburch which classifies into four (4) things the meaning of legal certainty. one, that the law is positive as a form of implementation is the law. Two, that facts or laws that already have provisions are the basis of the law. Three, that what is clearly formulated must be based on real conditions so that there are no mistakes in interpreting and

Ermanto Fahamsyah et al, Legal Protection on Good Intention Buyers Against the Auction Object Due to the Execution of Liability Rights

easy to implement and Fourth, it is not easy to change positive law (Fence M. Wantu, 2011).

C. Legal Liability Theory

The concept of legal responsibility (liability) is a legal concept related to the concept of legal obligation. There are two meanings that refer to the concept of responsibility based on what is described in the legal dictionary, namely in the form of responsibility and liability, as contained in Henry Campbell Black's legal dictionary. Legal responsibility refers to the form of responsibility for an act carried out by an individual or group that violates the applicable laws and regulations (Jimly Asshiddiqie and M. Ali Safa'at, 2012).

D. Sale Purchase Agreement Concept

Judging from the term, the agreement originally came from Dutch which means *overeenkomst*, while in English it is often called a contract/agreement. In the Civil Code Article 1313 explains the meaning of the agreement, namely: "Agreement is an act which means that one or more parties bind themselves to one or more parties." (Wirjono Prodjodikoro, 2010) and cash. *Terang* means that the sale and purchase agreement is carried out openly and does not cover hidden defects of the object, and is direct. This means that the price of the method of payment must be in cash, not in cash. In the practice of buying and selling land, there are many negative practices that are detrimental to the buyer, so that the practice of buying and selling is not in accordance with the expectations of the buyer to control, manage and utilize the object according to the price he pays. . Therefore, the seller must give responsibility and make efforts that the seller gives to the consumer if there is a hidden defect or damage.

E. Definition of Sale and Purchase Agreement

A sale and purchase is a collective agreement in which one party (the seller) commits to relinquish ownership of an item and the other party (the buyer) commits to pay a price consisting of a sum of money in exchange for the purchase of property rights. Selling According to Article 1457 of the Civil Code, buying and selling is a contract in which one party promises to deliver something and the other party pays the promised price. According to Article 1458 of the Civil Code, a sale and purchase between the parties becomes effective as soon as the goods and the price are agreed upon, even if the goods have not been delivered or paid for.

F. Mortgage Concept

Land is known to play an important role in the life of Indonesian people. As an agricultural country, owning land is a must because most of the Indonesian people make a living in the agricultural economy. Due to the importance of land ownership, land disputes often arise, especially regarding the ownership of land certificates. In addition, a high population growth rate will increase the demand for land and land, so that land prices will also increase (Denico Doly, 2011).

The provisions regarding Mortgage are regulated by law as contained in Article 51 of the LoGA which states that the Mortgage that can be imposed on property rights, cultivation rights, and building use rights in Articles 25, 33, 39 is regulated by law. As a follow-up to Article 51 of the LoGA, the Government subsequently issued Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land (hereinafter referred to as UUHT). guarantees born from the law are general guarantees and guarantees born due to agreements (Adrian Sutedi, 2010).

III. RESEARCH METHOD

Legal research has the meaning of finding a definite answer to legal problems, it requires a new discovery that is more careful and thorough in legal materials that may not have been open before (I Made Pasek Diantha, 2016). This type of juridical normative research uses three kinds of research approaches as follows, the Legislative Approach (Statute Approach), Conceptual Approach (Conceptual Approach) and Case Approach (Peter Mahmud Marzuki, 2019).

IV. DISCUSSION

A. The position of land as an object of sale and purchase that is guaranteed with mortgage rights and is auctioned by the creditor

Land is the most important economic object which also has value seen from any side, be it social, political or cultural values. With the growing population and economy, it also raises several aspects in its rights (rights) and also an obligation to land ownership, both from a social and individual perspective. In this case, the government seeks to overcome various problems that arise by addressing these very strategic issues by increasing legal certainty regarding rights and obligations through the preparation of laws and regulations.

The provision of legal certainty regarding land rights for all Indonesian citizens, is the main goal of the promulgation of the UUPA, which can be realized through two efforts, namely (Urip Santoso, 2011):

1. There is a written, clear and complete rule that is carried out continuously in accordance with the spirit and rules.
2. Land registration is carried out for anyone so that the holder of the right of the land can easily provide evidence of the rights to the land under control, and for parties who have other interests to obtain clear and complete information about the land that is the object of a legal action to be carried out, as well as for the government that implements land policy.

Faith has a dual role in law. Goodwill is positioned as a principle and norm. The principle of good faith was originally a special legal principle in the context of civil law, only covering contract law narrowly. The principle of good faith in

Ermanto Fahamsyah et al, Legal Protection on Good Intention Buyers Against the Auction Object Due to the Execution of Liability Rights

its development is not only applied as a special legal principle, but has become a general law principle.

As explained by Siti Ismijati Jenie that "The principle of good faith which is only a principle that applies in the field of contract law, has developed and is applied as a principle in other fields or branches of law, both in the field of private law and the field of public law" (Siti Ismijati Jenie, 2007).

Good faith becomes a very important concern during this period. When we define virtue, malice is also defined as a gift. J. Edward Bailey said "good faith is a vague concept. It is not clear whether good faith requires honest conduct, cooperative conduct, reasonable conduct or a combination there of" (J Edward Bayley, 2009). The concept of good faith makes judges contextualize their interpretation, because the elements are still unclear.

If these objective conditions are not met, the sale and purchase will be void (*nietigheid van Rechtswege*). This means that the agreement is considered never existed, so there is no reason to sue each other before a judge (court). If the purchase of land does not meet the substantive requirements, the purchase of land is canceled because it does not meet the legal requirements of the contract based on Article 1320 of the Civil Code.

The substantive requirement is that the seller and the buyer are legal subjects under the laws of the land. The legal relationship between the parties in a land sale and purchase agreement, if the subject of the agreement is land and, according to law, a certificate of basic rights. Land is a gift from God Almighty and must be used or utilized according to the balance of rights and obligations to meet the needs of both individuals and communities (Hapsari, Sawin Dwi and Jawade Hafidz. 2017).

The common law land purchase agreement must be clear and clear in cash. This means that buying and selling and transfer of land rights occur when the seller and buyer reach an agreement on prices and goods (Ridwan Khairandy, 2017). In the case of a land sale and purchase agreement, it can be interpreted as an event where the seller promises to hand over (transfer of ownership) his land to the buyer and is accompanied by payment from the buyer to the seller.

This agreement is what creates a relationship between the seller and the buyer which is also called an engagement (Subekti, 2010). The sale and purchase agreement is one of the consensual agreements in which the agreement and the engagement have been born from the moment an agreement is reached on the main things in the agreement so that no formality is needed (Muhammad Teguh Pangestu, 2019).

This shows that the agreement should be carried out honestly and cleanly by the parties so that in its implementation it will reflect legal certainty and a sense of justice for the parties bound in the agreement. Based on the author's explanation above, we can see that buying and selling

is an agreement of will between the seller and the buyer regarding goods and prices. It cannot be a legal transaction. After the sale and purchase of the Commercial Goods, title to the Commercial Goods passes to the buyer, and from then on, the buyer becomes the new legal owner of the Commercial Goods.

In the event that the agreement is made by or before a notary, it can be seen from the way in which the appearer provides information, the responses he gives to the notary in the process of making the agreement, or from the actions he takes in making the agreement. This intention can be seen by other parties, notaries or witnesses. The provisions related to good faith above are supported by the provisions of the Civil Code which states that any unlawful act that causes harm to another person, the person who violates the law is obliged to compensate for the loss.

This provision is very important because it will provide legal protection for parties with good intentions. This protection is needed so that the public in carrying out their actions will not hesitate or not be afraid of loss due to deception or bad faith from other parties. However, the bad faith must also be proven because the law in Indonesia adheres to the principle of good prejudice where everyone is considered to have good intentions unless proven otherwise.

Regarding the sale and purchase of pawned goods, as in the author's study, the sale of goods pawned by a bank can generally be understood as a legal transaction between a bank as a creditor and another party as a buyer. The position of the creditor as the recipient of the mortgage. If the debtor is in arrears, he can sell the pawned goods himself through a public auction and demand repayment of the receivables from the sale. This is regulated in Article 6 UUHT.

Referring to article 1320 of the Civil Code, one of the conditions for a valid agreement is the existence of good faith. This phrase shows the honesty of the parties who have legal relations, especially in the agreement. The Supreme Court of the Republic of Indonesia through a Circular Letter (SEMA), namely SEMA Number 4 of 2016, in the General Civil Code section has formulated criteria for buyers with good intentions with the aim of providing legal certainty for buyers of land objects.

In the agreement of the subsequent Plenary Meeting of the Civil Chamber, as attached to SEMA Number 4 of 2016 which completes the Agreement of the Civil Chamber in SEMA Number 5 of 2014 concerning Criteria for buyers with good intentions that need to be protected under Article 1338 paragraph (3) of the Civil Code (Supreme Court of the Republic of Indonesia, 2017).

B. A form of legal protection for the purchaser of the object of sale and purchase which is executed based on a mortgage guarantee certificate

Based on the legal issues presented by the researcher regarding buying and selling based on a letter under the hand with the object of land, without the knowledge and permission

Ermanto Fahamsyah et al, Legal Protection on Good Intention Buyers Against the Auction Object Due to the Execution of Liability Rights

of the buyer the object is pledged to the bank. The buyer takes legal action on the basis of good faith, but in reality the object he buys is guaranteed by the seller, so the position of the buyer needs to get legal protection related to his rights. Regardless of the buying and selling process is carried out with proof of the agreement under the hand, but in terms of rights there has been a transition even though administratively it has not happened. Legal actions related to the sale and purchase of land in the context of legal institutions are clearly not regulated explicitly and in detail in the Basic Agrarian Law (UUPA).

The case as in the Yogyakarta District Court Decision Number 55/Pdt.Bth/2020/PN.Yyk shows that the plaintiff's position is weak because the agreement process is made under the hands and has not been transferred to the object. So that the position of the KPKNL as a seller of goods by auction which originates from the execution of collateral goods which in carrying out the process has been based on statutory regulations.

The existence of legal protection for the buyer based on good faith, even though it is only proven by an underhand agreement, cannot be separated from providing legal certainty and maintaining and fulfilling the interests and rights of the buyer who is not involved in the credit agreement process. Fulfillment of the rights of the buyer is the substance of the concept of buying and selling, so that if there is a legal action outside the knowledge of the owner of the right, it should not harm the person concerned, even though the sale and purchase agreement is very dependent on the strength of the agreement made, namely if it is made with an underhand deed then the protection is in accordance with the protection of the private deed.

If the land registration process has been carried out and obtained a certificate of land rights, then the new bank will carry out the signing of the APHT which is then carried out by registering the encumbrance of HT on the object. Often it becomes a problem for banks if the debtor defaults or breaks his promise, then the bank often has difficulty obtaining credit repayment, even though the bank can confiscate, execute and auction. However, if the banking party files a lawsuit through the courts, it must take a long time and cost quite a lot, even though the proceedings in court adhere to the principles of simple, fast and low cost. In fact, the banking sector has a powerful and fast mechanism in dealing with non-performing loans, namely by executing directly (parate execution) by auctioning the collateral object.

So it can be concluded that in order to carry out the execution of HT objects in a position charged to immovable objects, it can be carried out non-obligatory with a litigation process provided that the debtor is in default. In principle, the sale of HT objects can be carried out by public auctions, with the aim that the sale of auction objects can be carried out honestly (fairly) and openly (transparently). Where the process is the banking sector as HT holders directly submit

and ask the Head of the Auction Office to conduct an auction for the HT object.

Normatively, the HT holder has the position of the right (the right is owned by law), with that position, the head of the KPKNL is obliged to respect and obey it. Parate execution has been regulated in the Civil Code, but lex specialist is regulated in Article 6 UUHT, which normalizes that if the debtor defaults, the first HT holder has the right to sell the collateral object through a public auction in order to obtain repayment of the proceeds obtained and return the remainder. to the owner of the guarantee, based on his own power.

The exercise of the right to sell HT objects based on their own power is one form of prioritizing HT holders, if there are more than one holder, as referred to in the explanation of Article 6 UUHT which normalizes:

"The right to sell the mortgage object on its own power is one manifestation of the priority position held by the mortgage holder or the first mortgage holder in the event that there is more than one mortgage holder. This right is based on the promise given by the mortgage giver that if the debtor fails to make a promise, the mortgage holder has the right to sell the mortgage object through a public auction without requiring further approval from the mortgage giver and subsequently take repayment of his receivables from the proceeds of the sale first than before. other creditors. The remaining proceeds from the sale remain the rights of the mortgage.

The substance of the sale and purchase agreement is as stipulated in the Civil Code as regulated in Book III Chapter V, from Article 1457 to Article 1540 of the Civil Code. As normalized in Article 1457 of the Civil Code, namely: "*A sale and purchase is an agreement in which one party binds himself to deliver an item, and the other party pays the promised price*". Referring to the norms in Article 1457 of the Civil Code there are three main meanings of buying and selling, namely:

1. There is an agreement on the type and form of the object being sold;
2. There is an agreement regarding the price of the object being sold; and
3. There is a delivery of objects (livering), which is a process to transfer ownership rights to the objects that have been sold.

Then the implementation of the sale and purchase agreement on the object, the ownership rights to the object are transferred to the buyer so that at that very second the buyer becomes the legal owner of the object being traded, the author concludes

Ermanto Fahamsyah et al, Legal Protection on Good Intention Buyers Against the Auction Object Due to the Execution of Liability Rights

based on the norms in article 1457 of the Civil Code, the transfer of the object is due to an agreement based on good faith on when making an agreement.

The argument that can be built by the author is that in the case of the seller guaranteeing the object of sale and purchase to the bank as a mortgage is an unlawful act that is contrary to the principle of light and cash and deviates from the principle of good faith that was built at the time of the legal relationship between the legal subjects concerned. Based on this, the rights of buyers who have implemented the principle of good faith in legal relations need to be given legal protection by the government.

In terms of the validity of the guarantee of the object of sale and purchase carried out by the seller without any power or permission from the buyer, it is an act against the law. Referring to Article 1338 of the Civil Code, the legal action between the seller and the buyer, even though it is carried out under the hands, has substantially complied with Article 1320 of the Civil Code so that the position of the buyer really needs to be protected.

The seller has violated the law against the buyer and on the other hand the seller as the provider of HT has defaulted, the buyer who has good faith must be harmed so that there is a need for legal protection, regardless of the agreement that has been made. The position of the aggrieved buyer can file a lawsuit for the act, while the object which is in the control of the creditor which is then carried out by parate execution of the collateral object carried out by the KPKNL is still legally valid.

C. Future Arrangements Regarding Legal Protection Against Buyers With Good Intention of Land As Objects Of Sale And Purchase At Auction

The principle of good faith is contained in Article 1338 of the Civil Code which reads "All agreements made in accordance with the law apply as law for those who make them. This agreement cannot be withdrawn other than by agreement of both parties, or for reasons determined by law. Approval must be carried out in good faith." So when viewed from the provisions of the article, good faith is a principle that must be fulfilled by the parties agreeing in the agreement. The definition of good faith has 2 (two) meanings, namely:

- 1) Objective meaning, that the agreement made must be carried out by heeding the norms of propriety and decency.
- 2) Subjective meaning, namely the notion of good faith which lies in one's inner attitude.

The purpose of implementing an agreement in good faith is for the parties to the agreement there is an obligation not to do anything that does not make sense, that is, it does not conflict with the norms of decency and decency, so that it will be able to create justice for both parties and not harm one of the parties. party. In addition, the principle of good faith which lies in a person's inner attitude is very necessary in order to

prevent default from the parties in the agreement, especially in the sale and purchase agreement. The principle of good faith can also be interpreted that each party in an agreement to be agreed has an obligation to provide complete information or information that can influence the decision of the other party in terms of agreeing to the agreement or not.

As for the responsibility of the auction seller in conducting the auction, it is regulated in Article 3 of KMK Number 304/KMK.01/2002 which states that: "The seller is responsible for the validity of the goods and documents required by the auction". Based on the foregoing, it can be interpreted that the seller in the auction is responsible for the validity of the goods to be auctioned, meaning that the goods to be auctioned are truly the property of the seller and are entitled to the sale of the goods through auction.

In addition, the seller is also obliged to show or submit the original document of ownership to the auction official no later than before the auction, except for the execution auction where based on the laws and regulations that the auction can still be carried out even though the ownership of the original document is not controlled by the seller. The auction implementation does not only regulate the responsibilities of auction officials and sellers, but the auction buyer also has responsibilities after the auction, which is to pay off auction payments in accordance with the specified time.

In the case presented in this thesis, it is proven that the seller has bad intentions, namely pledging the object of sale and purchase, regardless of the method of transition by using an underhand letter as proof of buying and selling. But the emphasis is on the bad faith of the seller, as Article 532 of the Civil Code says that it is in bad faith that position, even if it is known who holds it, is not the owner of the object.

If the position holder, because his position is being sued before a judge and he is defeated in the case, then it is considered that he has bad intentions from the moment the case is brought forward (Ridwan Khairandy, 2004). that. To exercise prudence in relation to the agreed land object, among others:

1. The seller is the person who has the right/has the right to the land which is the object of the sale and purchase, according to the proof of ownership, or;
2. Land/object being traded is not in confiscated status, or;
3. The object land being traded is not in a guarantee/mortgage status, or;
4. For land that is certified, it has obtained information from the National Land Agency and a history of legal relations between the land and the certificate holder.

As the author explained above, that from the evidence, the seller of the land rights in the case is not the actual owner of

Ermanto Fahamsyah et al, Legal Protection on Good Intention Buyers Against the Auction Object Due to the Execution of Liability Rights

the land rights, so the Plaintiff is not a buyer with good intentions protected by law. It can be concluded that the assessment of the good faith of a buyer intended by the judge does not have a concrete or standard benchmark so that the judge's consideration in this decision does not reflect the principles of justice and legal certainty for the disputing parties.

V. CONCLUSIONS

1. Whereas the position on the land that is used as the object of collateral due to a default by the debtor and then being auctioned off by the creditor is still valid, what has been done by KPNL has complied with the procedure. Although the legal action between the seller and the buyer has complied with Article 1338, Article 1320 and Article 1457 of the Civil Code and is based on good faith, it is because of an unlawful act committed by the seller which causes the rights of the buyer to be auctioned off. Based on the norms in article 1457 of the Civil Code, the position of the land should remain the property of the buyer regardless of the agreement being made in the form of an underhand, because essentially the buyer's good faith must be protected, as the characteristics of good faith are framed in the concept of honesty and propriety that comes from moral teachings. The concept of good faith, which is framed in honesty and propriety, is still too limited and abstract, so the role of judges is needed to carry out contextual interpretation. Based on the Supreme Court Decision Number 269PK/PDT/2015 which states that the Plaintiff as the last buyer in good faith must be protected.
2. That the legal position of a buyer who has good intentions even though the evidence is in the form of an underhand sale and purchase agreement must still get legal protection. Due to the legal action between the seller and the bank without the power and approval of the buyer, the agreement between the seller/debtor and the creditor can be qualified as "null and void" based on the good faith of the buyer in taking legal action with the seller. or it can be qualified that the sale of the auction object is considered never to have occurred, as stipulated in Article 20 UUHT.
3. That the current regulations do not provide legal protection for buyers with good intentions. Because the rights of the buyer who have fulfilled the elements as stated in Article 1320 of the Civil Code are still being ruled out, it is proven by the auction of the object of sale and purchase that has been carried out by the seller with legal actions with other parties carried out unilaterally. So that in the future there is a need for regulations that provide more legal protection for buyers with good intentions.

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