

Legal Protection For Residents Of The Setia Mekar Residence 2 Cluster Who Were Displaced Based On Decision No. 999 Pk/Pdt/2023

Sekar Marchayu Setiawan¹; Atik Winanti ².

Faculty of Law, Universitas Pembangunan Nasional Veteran, Jakarta Indonesia^{1,2}.

E-mail: (2210611352@mahasiswa.upnvj.ac.id, atikwinanti@upnvj.ac.id)

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Abstract

The eviction of the residents of the Setia Mekar Residence 2 Cluster in Bekasi Regency based on Decision Number 999 PK/PDT/2023 has caused legal problems, because the land has now become a settlement inhabited by residents who legally bought houses. This study aims to analyze the basis of the judge's considerations in the decision and examine the legal protection for residents as buyers in good faith. The research uses normative legal methods with three approaches: legislative, case, and conceptual. Data were analyzed qualitatively from primary, secondary, and tertiary legal sources. The results of the study show that the decision is valid and binding as part of a decision with permanent legal force, based on the principle of legal certainty. However, the affected residents are good-faith buyers who buy houses through official procedures. Therefore, legal protection for citizens is focused on recovering losses through the responsibility of developers, both based on treaty law, unlawful acts, and the Consumer Protection Law.

Keywords: Eviction, Buyer in Good Faith, Consumer Protection.

A. Introduction

Ownership of land is a necessity that has been embedded in the historical flow of human life.¹ Land rights are legal relationships between a person and land that give rise to the authority for the owner of the right to use the land in question with the obligation to maintain and utilize it in accordance with its social function.² Realizing the importance of land ownership for every individual or group, the state has given a mandate through Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia (1945 Constitution of the Republic of Indonesia) to the authorities in Indonesia to regulate the management of the use of natural resources, including land, in order to improve the welfare of all Indonesian people.³ Land as a vital function for people's lives, not only as a means of fulfilling life but

¹ Pulungan, M. S. (2023). Examining the Past, Organizing the Future: The Legal History of Customary Land and Its Model for Handling Social Conflicts. *ujh.unja.ac.id*. <https://doi.org/10.22437/ujh.6.1.235-267>

² Harsono, B. (2013). *Indonesian agrarian law: history of the formation of the basic agrarian law, its contents, and implementation*

³ Constitution of the Republic of Indonesia in 1945

also as a guarantee of legal certainty.⁴ Thus, the State as an institution responsible for national power has a mandate to control land use in order to increase the prosperity of all levels of society.⁵ This mandate is contained in Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA) and Government Regulation No. 18 of 2021 concerning Management Rights, Land Rights, Flats Units, and Land Registration. These regulations affirm the importance of the ownership of land certificates as strong evidence of rights.

A land certificate is a proof consisting of a copy of a land book and a survey letter, given a cover with a picture of a garuda and bound together and issued by the National Land Agency.⁶ A land rights certificate is a strong proof of ownership for the holder as long as there is no evidence to the contrary.⁷ In disputes, the law protects the certificate holder, especially if the name of the holder is the name listed in the certificate. In addition, it will be further strengthened by the consideration of *first to file* So that it looks on whose behalf the land certificate is registered first. The certificate will be used to prove that the land is legally owned by the holder of the land rights certificate.

Article 19 paragraph (1) of the UUPA expressly states that *"To ensure legal certainty by the Government, land registration is held throughout the territory of the Republic of Indonesia in accordance with the provisions regulated by Government Regulations."*⁸ The mandate of this Law was then operationalized through Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration which explicitly states in Article 17 that *"Land registration is organized by the Ministry of Agrarian and Spatial Planning/National Land Agency."*⁹

In ensuring legal certainty, land registration must meet the principles of law, including the fulfillment of the principle of certainty (*Right cadastre*), the principle of publicity, the principle of specialty, the principle of writing, the principle of bureaucracy, the principle of documentary, the principle of negative proof and principle *Towers*.¹⁰ The fulfillment of these principles is aimed at individuals obtaining legal certainty and certainty of land rights, but in practice there are still weaknesses in the system in the issuance of property rights certificates that cause a conflict in society. One of these conflicts is the existence of double certificates. This phenomenon of dual certificates occurs when one plot of land is issued with two certificates including title certificates with different names and overlapping each other.¹¹

⁴ Sudiro, A. A., & Putra, A. P. (2021). LEGAL CERTAINTY ON THE RIGHT TO LAND REGISTRATION AND OWNERSHIP RIGHTS OVER LAND THAT HAS BEEN REGISTERED. *Journal of Master of Law*, 5(1), 22. <https://doi.org/10.36722/jmih.v5i1.768>

⁵ Ismail, Nurhasan. (2018). *Agrarian Law*. Malang: Setara Press.

⁶ Ephrata, A. C. (2024). *Legal regulations for infringement of dual ownership certificates*.

⁷ Atikah, N. (2022). The Position of Land Certificate as Proof of Ownership of Land Rights in the Indonesian Land Law System. *Notary Law Journal*, 1(3), 263–289. <https://doi.org/10.32801/nolaj.v1i3.29>

⁸ Law No. 5 of 1960 concerning Basic Regulations on Agrarian Principles

⁹ Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flats Units, and Land Registration

¹⁰ Fuady, M., S. H., M. H., LL. M. (2021). *The concept of CIVIL LAW*. PT RajaGrafindo Persada

¹¹ Bobby Harnowo, B., Putro. (2022). *LEGAL PROTECTION FOR LAND RIGHTS HOLDERS RELATED TO DUAL CERTIFICATES*

The occurrence of duplicate (*overlapping*) title certificates can be caused by several things.¹² First, during the process of measuring land in the field, there is an error in the designation of the location of the land and the wrong boundaries or there is a letter of evidence or recognition of rights that turns out to contain inaccuracies. Second, the falsity or documents of land ownership by the applicant for land registration are actually no longer valid. Third, it is caused by technical matters from the local land office, such as the unavailability of land registration maps or the inaccuracy of land office officers during the process of examining certificate applications.¹³

The case of forced eviction was found in the eviction of the Setia Mekar Residence 2 Bekasi Cluster housing where the owners already had a valid certificate. This eviction began with the issuance of an eviction order by the Bekasi District Court on December 24, 2024 with the scheduled execution on January 20, 2025. There are 27 plots of land that have been transformed into housing and shophouses with a housing value of Rp. 600-700 million rupiah and shophouses with a value of Rp. 1.2-1.5 billion rupiah. The eviction occurred due to the certificate of ownership with No. 705 included in the disputed property certificate based on the initial decision No. 128/PDT/G/1998 which had been *inkracht* and the review decision No. 999 PK/PDT/2023. In the results of the decision, it was stated that land plot No. 705 must be returned to the rightful owner in its original form so that the eviction action occurred.

The eviction of this land caused rejection and protest from residents who had valid ownership certificates from the fragments of the master certificate number 705, where based on Article 570 of the Civil Code it was explained that property rights authorize the owner to enjoy the use of an object freely and to act freely on the property with full sovereignty, so that residents who already have a legal certificate of ownership should have legal protection that strong over their land ownership.¹⁴ Certificate is a certificate of proof of rights issued for the benefit of the right holder, and the citizen has obtained the property rights through a legal way as stipulated in Article 571 of the Civil Code, namely through appointment or delivery (*levering*) based on a civil event in the form of a legal sale and purchase which at the time of the transaction is considered to have the right to act freely over the property.¹⁵

When the certificates in this dispute are issued, the applicable technical provisions are Government Regulation Number 24 of 1997 concerning land registration which stipulates that certificates are valid as strong evidence but can be sued if there is other stronger evidence.¹⁶ Article 32 paragraph (2) regulates the principle of relinquishment of rights (*rechtsverwerking* principle) which states that if within 5 years from the issuance of

¹² Mahadhika, G. G., Anom, I. G. N., & Pratiwi, A. N. M. a. D. (2025, November 22). *CANCELLATION OF TITLE CERTIFICATES DUE TO OVERLAPPING LAND PLOTS AT BPN BANGLI*. <https://e-journal.unmas.ac.id/index.php/jhm/article/view/12978>

¹³ Kuncoro, N. W. (2015). *97 Property buying and selling transaction risks*. ACHIEVE ASA.

¹⁴ Lohonauman, O. M. (2024). A study on legal certainty for land rights holders.

¹⁵ Civil Code

¹⁶ Taqiyyah, M. A., & Winanti, A. (2020). Legal protection of certificate holders for dual land based on Government Regulation No. 24 of 1997. *Journal of Justisia Journal of Legal Sciences and Social Institutions*, 5(1), 77. <https://doi.org/10.22373/justisia.v5i1.7272>

the certificate no party has filed an objection and the land is acquired in good faith and physically controlled, then the certificate cannot be contested.¹⁷ In this case, SHM holders have controlled their land for far more than 5 years so that they are normatively entitled to protection based on this article.

In this eviction problem, legal protection for buyers in good faith has not received adequate attention. The Supreme Court through the Supreme Court Circular Letter Number 4 of 2016 stipulates the criteria for buyers in good faith who are entitled to legal protection, namely buyers who make purchases with legal procedures, procedures and documents in accordance with laws and regulations, carried out in the presence of the land deed making official, and have conducted a search for the promised land object.¹⁸ Normatively, residents who have obtained a certificate through a valid sale and purchase transaction before PPAT have met the criteria for a buyer in good faith, so that they are entitled to equal legal protection, not only being the party who bears losses due to the failure of the state land administration system.¹⁹

Legal uncertainty that is contrary to the purpose of land registration as mandated in Article 19 of Government Regulation No. 18 of 2021 is to provide legal certainty and legal protection to rights holders to a plot of land.²⁰ This condition raises questions about the form of legal protection that can be provided to residents as good-faith buyers who suffer losses due to evictions and the liability of the developer who markets and sells houses on land objects that then become the object of court execution.

Dual title certificates have an impact on residents who have certificates for disputed land plots. The insynchronization between the judicial system and the land administration system resulted in the 1997 court decision that had been inked was not recorded or not blocked in the BPN administration system, so that the certificate was declared clean and can be transacted, which then caused a conflict of interest between the legal protection of the case winner (Plaintiff) who had the right to execute the court decision and the legal protection for the buyer who had purchased the land from the developer with a payment method in full or taking a Home Ownership Credit (KPR) from the bank that has the right to depend on the property, as well as paying Land and Building Tax (PBB) as long as the buyer occupies the land.

The eviction execution, which has been carried out after an interval of 28 years since the 1997 ruling, has caused enormous material and immaterial losses to residents by having to leave their homes, while a clear compensation mechanism is not yet available, and the

¹⁷ Mahfudah, N., & Akbar, M. (2020). Implementation of Article 32 of Government Regulation of the Republic of Indonesia Number 24 of 1997 concerning Land Registration. *Awang Long Journal*, 3(2). <https://ejournal.stih-awanglong.ac.id/index.php/awal/article/download/357/253>

¹⁸ Larasati, F. R., & Bakri, M. (2019). Implementation of Supreme Court Circular Letter Number 4 of 2016 on the Judge's Decision in Providing Legal Protection for Buyers in Good Faith. *Constitutional Journal*, 15(4), 881. <https://doi.org/10.31078/jk15410>

¹⁹ Latiful, T., Sastro, M., & Wati, H. (2023). Legal protection for buyers in good faith (Study of Decision Number 67/PDT/2015/PT BNA). *Journal of the Faculty of Law, Malikussaleh University*, 11(2), 381. <https://doi.org/10.29103/sjp.v11i2.12132>

²⁰ Rasyid, M. R., & Winanti, A. (2023). Legal Protection Related to Land Title Holders in Dual Certificate Ownership (Case Study of Supreme Court Decision Number 3061 K/Pdt/2022). *Al Qalam Scientific Journal of Religion and Society*, 17(4), 2271. <https://doi.org/10.35931/aq.v17i4.2366>

question of the responsibility of developers in issuing certificates for land that has actually been decided by a court has become urgent legal issues to be resolved. Based on this description, the author conducted a research entitled Legal Protection of Residents of the Setia Mekar Residence 2 Cluster as Buyers in Good Faith Who Were Evicted Based on Decision No. 999 PK/Pdt/2023.

B. Research Methods

This research uses a type of normative juridical legal research, namely legal research as a process to find legal rules, legal principles, and legal doctrines to answer the legal issues faced. The results that will be achieved from legal research are to provide a prescription regarding what should be applied in relation to the legal issues raised. Normative legal research is prescriptive because the object of legal science is the coherence between legal norms and legal principles, between legal norms and legal norms, and between individual behavior and legal norms that apply in Indonesia.²¹

The problem approach used in this study is the statute *approach*, this approach is used to examine various normative provisions that are the legal basis for registering and issuing land title certificates. The *case approach* is also used to examine the legal problems that occurred in the eviction case of the Setia Mekar Residence 2 Cluster based on decision Number 999 PK/PDT/2023 and legal principles that can be applied to resolve legal conflicts between court decisions and the protection of good-faith buyers.

The data sources used in this study are divided into 3 (three) sources of legal materials. The first source is primary legal material, consisting of the Constitution of the Republic of Indonesia in 1945, Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles, Government Regulation Number 24 of 1997 concerning land registration, Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flats Units, and Land Registration, Civil Code (*Burgerlijk Wetboek*), Bekasi District Court Decision Number 128/PDT/G/1996/PN. BKS, Appeal Decision of the West Java High Court Number 572/PDT/1997/PDT. BDG, Supreme Court Cassation Decision Number 4930 K/1998/PDT. BDG, Cikarang District Court Objection Decision Number 83/PDT.Bth/2021/PN.Ckr, Bandung High Court Appeal Decision Number 683/PDT/2021/PT BDG, Supreme Court Cassation Decision Number 2349 K/PDT/2022, Review Decision Number 999 PK/PDT/2023.

The second legal material is a secondary legal material used to strengthen the writing argument, which consists of legal literature relevant to the research such as academic journals relevant to the research and relevant legal textbooks. Finally, the third legal material is tertiary legal material, which consists of the Legal Dictionary and Encyclopedia.

The data collection technique in this study uses *library research*, which is a technique used to access legal sources, both primary, secondary, and tertiary. This collection technique aims to access, collect, and systematically select various relevant legal sources in order to obtain a strong juridical basis in answering the legal problems being studied. The researcher collects laws and regulations, court decision documents, and academic references from

²¹ Marzuki, M. (2016). *Legal research: Revised Edition*. Medium Pregnancy.

textbooks and scientific journal articles through digital databases such as *Google Scholar* and *campus e-journal portals* without the need for field data or direct social interaction.

C. Results and Discussion

1. The Judge's Consideration in Decision No. 999 PK/Pdt/2023 which Underlies the Forced Eviction of the Setia Mekar Residence 2 Cluster

This case began from a dispute over the ownership of a plot of land covering an area of 36,030 m² located in Jatimulya Village (now Setia Mekar Village), Bekasi Regency, based on the Certificate of Ownership (SHM) Number 325/Djatimulya on behalf of the father of the Review Respondent. In this case, the land was known to have been divided by another party without the knowledge of the rightful owner and subsequently transferred to the Review Applicant, who then obtained Title Certificates Nos. 704 and 705. The SHM number 705 was then resold to the developer of the Setia Mekar Residence 2 Cluster with an area of ± 3,290 m² and Field Identification Number (NIB) 21645. The dispute then continued through all stages of the judiciary until an extraordinary legal remedy in the form of Review was submitted to the Supreme Court. In its decision, the Panel of Judges rejected the application for Review and strengthened the Respondent's legal position as the party that has the right to the disputed land, thus having an impact on the vacancy of the land that has been controlled and occupied by the parties who obtained rights from the developer.

The dispute in this ruling is basically related to land rights and the implementation of the peace agreement that has been made by the parties.²² The judge's consideration cannot be separated from the provisions of the material law that govern the ownership of land, the power of proof of the certificate and the law of the agreement. In Article 20 paragraph (1) of Law Number 5 of 1960 concerning the Basic Regulations on Agrarian Principles (UUPA), it is emphasized that property rights are the hereditary, strongest and fullest rights that people can have over land.²³ In addition, Article 32 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration states that the Certificate is a valid proof of rights as a strong means of proof regarding the physical data and juridical data contained in it, as long as the physical data and juridical data are in accordance with the data in the survey letter and the land book of the rights concerned. Based on these regulations, the existence of a certificate of ownership is an important basis in determining the party who has the right to the object of dispute.²⁴

In addition to the land aspect, this case is also closely related to treaty law because the parties have bound themselves in the Peace Act No. 71 of 2002. Referring to Article 1338 paragraph (1) of the Civil Code, it states that every agreement that is legally made is valid as a law for the parties who make it (*The Sun Servanda*). Thus, each party is obliged to

²² Sari, N. W., Simamora, L. T. R., & Tarina, D. D. Y. (2026). Juridical Analysis of Procedural Errors in the Execution of Court Decisions That Result in Losses of Third Parties in Good Faith in the Eviction Case in South Tambun. *Media Legal Indonesia (MHI)*, 4(2), 461-471. p. 467.

²³ See Article 20 paragraph (1) of Law Number 5 of 1960 concerning the Basic Regulation of Agrarian Principles (UUPA)

²⁴ Wibhawa, F. R., & Dewi, A. A. I. A. A. (2022). The Power of Proof of Land Title Certificate as Evidence of Valid Ownership. *Acta Comitas: Journal of Notary Law*, 7(1). p. 96

carry out all obligations that have been agreed. In context *a quo*, the fulfillment of payment obligations agreed in the peace deed is an aspect assessed by judges at all levels of justice. As for the formal legal side, the assessment of the reasons for the Review is also based on Article 67 letter b of Law Number 14 of 1985 concerning the Supreme Court which has been amended by Law Number 5 of 2004 and the second amendment by Law Number 3 of 2009 which requires the existence of *Novum* which is decisive. Reception *Novum* which is only a repetition as a basis for reopening the case that has been *Strength* will undermine the principle *res judicata*. That is the principle that guarantees that a case that has been decided finally cannot be reopened without a really substantial reason.²⁵ These provisions became the basis used by the judge in defending the previous decision and rejecting the application for Review submitted by the Applicant.

The author argues that the judge's consideration in the case *a quo* has shown continuous legal remedies from the examination of the main case to the legal remedy for review. In the decision of the Bekasi District Court Number 128/PDT/G/1996/PN. BKS which continued to the appeal level with the decision Number 572/Pdt/1997/PT. BDG and cassation with decision No. 4930 K/Pdt/1998, the panel of judges has assessed the legal facts and evidence submitted by the parties to determine the party entitled to the object of the dispute. Although at the appellate level there are differences in legal considerations and assessments of evidence compared to other judicial levels, this difference is a consequence of the independence of judges in examining and adjudicating a case.²⁶ However, these differences finally obtained legal certainty through an examination at the cassation level which then became a decision with permanent legal force (*Res judicata*). Therefore, a decision that has the force of law remains a legal basis that must be respected and implemented by the parties in accordance with the principle of legal certainty.²⁷

Furthermore, when there was an attempt to resist the implementation of the execution through Decision Number 83/Pdt.Bth/2021/PN.Ckr, the panel of judges again considered the legal facts that developed after the main decision had permanent legal force. Although Pelawan postulated that the dispute had been resolved through Peace Act No. 71 of 2002 and the seizure of the collateral had been lifted, the panel of judges held that Pelawan could not prove that it had fulfilled its payment obligations as agreed in the peace deed. In the peace deed, it is stated that Pelawan promised compensation in the amount of Rp. 250,000,000 (two hundred and fifty million rupiah) to Terlawan, but Pelawan only paid Rp. 150,000,000 (one hundred and fifty million rupiah) so as to cause default. Taking this into consideration, the judge declared that Pelawan was not a true Pelawan and rejected all resistance lawsuits. This consideration is appropriate because the judge not only considers the existence of the peace deed but also assesses the implementation of the content of the agreement based on the evidence submitted by the parties.

²⁵ Ellshaday, Z. C., & Sawitri, D. A. D. (2025). ANALYSIS OF THE CONCEPT OF NEW CIRCUMSTANCES AS A RATIO FOR REVIEWING IN CIVIL CASES. *Journal of Academic Media (JMA)*, 3(4). Page 5

²⁶ Yuliana, T., Robianti, M., & Kharnady, T. (2024). Analysis of the impact of dissenting opinion of judges on civil cases. *Viva Themis: Journal of Law and Humanities*, 7(2), 286-300. p. 290.

²⁷ Yasa, I. W., & Iriyanto, E. (2023). Legal certainty of judges' decisions in resolving civil case disputes. *Journal of Law*, 12(1), 33-48. p. 38.

The legal considerations were then confirmed by the Bandung High Court through Decision Number 683/PDT/2021/PT. BDG stated that the District Court's legal considerations were correct and correct. Furthermore, the Supreme Court in Cassation Decision Number 2349 K/Pdt/2022 stated that *Judex Facti* did not misapply the law because the facts revealed show that the parties had indeed made a peace agreement, but Pelawan could not prove that they had fully fulfilled their obligations. These considerations have reflected the application of the evidentiary principle which requires the party postulating a right to prove his evidence before the court.

The consistency of legal considerations is again seen in the Review Decision Number 999 PK/Pdt/2023. The Supreme Court considered that *Novum* submitted by the Petitioner PK does not meet the qualifications as new evidence of a decisive nature as referred to in Article 67 letter b of Law Number 14 of 1985 concerning the Supreme Court which has been amended by Law Number 5 of 2004 and the second amendment by Law Number 3 of 2009.²⁸ In addition, no errors of the judge or obvious errors were found in the *Judex Facti* and *Judex Juris*.²⁹ The judge's consideration was correct because the new evidence submitted was not able to change the previously proven legal facts. Thus, the rejection of the review application is a form of the Supreme Court's consistency in maintaining legal certainty for the decision that has been invoked.³⁰

Based on the overall series of decisions, the author argues that the judicial process in this case has provided legal certainty through a multi-level testing mechanism at each judicial level. The difference in consideration that had arisen at one of the levels of the decision was part of the dynamics of the judiciary which ultimately obtained a settlement through a decision with permanent legal force and continued to be maintained in subsequent decisions. Therefore, the consistency of the verdict from the main case to the Review Decision Number 999 PK/Pdt/2023 shows the application of the principles of legal certainty, the principle of proof and the principle of *res judicata pro veritate habetur*. That is, that a court decision that has legal force must still be considered correct and must be implemented until there is another decision that annuls it according to the law.³¹

Apart from the judge's decision that has provided legal certainty regarding the object of the dispute by stating that the legal owner is the Respondent for Review, the author considers that the legal protection for the homeowners affected by the results of the decision has not received enough attention because the homeowner as a consumer in this case buys the land from the developer knowing that the condition of the land *clean and clear*. But the current conditions prove otherwise.

2. Legal Protection for the Owner of the Setia Mekar Residence 2 Cluster House in Its Legal Relationship with the Developer Due to Eviction Based on Decision Number 999 PK/Pdt/2023

²⁸ See Review Decision Number 999 PK/Pdt/2023.

²⁹ Ibid.

³⁰ Sobari, A. (2022). Taking of Oath for New Evidence from the Civil Case Review Respondent. *National Journal of Law*, 6(1), 735-757. p. 742.

³¹ Riyah, B. N. S. (2025). Implementation of the Principle of Res Judicata Pro Varitate Habetur in the Constitutional Court Decision Number 90/PUU-XXI/2023. *Ma'mal: Jurnal Laboratorium Syariah dan Hukum*, 6(1), 66-86. Hlm 79 <https://doi.org/10.15642/mal.v7i1.442>

Legal protection of buyers in good faith is one of the important principles in civil law and consumer protection law in Indonesia.³² In the case of the Setia Mekar Residence 2 Cluster, the position of the residents can be seen through a series of rights transfers that occurred in the object of this case which consisted of three layers, namely from the Review Applicant as the party who originally claimed ownership of the land, then to the developer as the buyer and developer of the housing, and then to the resident as the buyer of the housing unit in the cluster built on the land. Thus, the residents are third parties who are not involved or have no legal relationship with the land ownership dispute between the Petitioner PK and the Respondent PK. The acquisition of house rights is carried out through a sale and purchase transaction by residents with developers as outlined in the Sale and Purchase Binding Agreement (PPJB) and/or Sale and Purchase Deed (AJB) made by a notary or authorized Land Deed Making Officer (PPAT), so that legally residents obtain their rights through legal sale and purchase procedures.³³

Based on the Supreme Court Circular Letter (SEMA) Number 7 of 2012, a person can be qualified as a buyer in good faith if he meets four cumulative criteria, namely making a purchase through the correct procedure and reasonable price, conducting transactions before the authorized officials, having conducted research that the object purchased is not in dispute status, and obtaining the object at a price that is in accordance with the market value.³⁴ In this case, residents do not have access to information about the history of land disputes that are the basis for the construction of the cluster, and legally should not be burdened with the obligation to know it, considering that the responsibility for research on land rights in a housing development project lies entirely with the developer as a business actor.³⁵ Thus, cluster buyers can be said to have met all the criteria for buyers in good faith.

Legal protection of citizens as buyers in good faith can be reviewed from the perspective of civil law as stipulated in the Civil Code. Article 1320 of the Civil Code specifies the conditions for the validity of an agreement, while Article 1338 paragraph (1) of the Civil Code emphasizes that every legally made agreement is valid as a law for the parties who make it (*pacta sunt servanda*).³⁶ Based on these provisions, the legal relationship between residents and developers gives birth to reciprocal rights and obligations that must be fulfilled by each party. The developer is not only obliged to physically hand over the house to the buyer, but also to guarantee that the object being traded can be controlled and used safely according to the purpose of the purchase.³⁷ When

³² Latiful, T., Sastro, M., & Wati, H. (2024). Legal protection for buyers in good faith (Study Decision Number 67/Pdt/2015/PT BNA). Suloh: Journal of the Faculty of Law, Malikussaleh University, 11(2), 381–396. <https://doi.org/10.29103/sjp.v11i2.12132>

³³ Santoso, U. (2017). Land rights, management rights, and ownership rights to flats (Cet. 1). Jakarta: Kencana.

³⁴ Circular Letter of the Supreme Court Number 7 of 2012 concerning the Formulation of the Results of the Plenary Meeting of the Chamber of the Supreme Court.

³⁵ Sari, L. L., Sari, N. K., & Siswanto, D. (2024). The legal position of apartment buyers who only have PPJB on the execution of dependents on land rights owned by developers. Journal Scientific of Mandalika. <https://ojs.cahayamandalika.com/index.php/jomla/article/download/6304/4866/>

³⁶ Article 1338 of the Civil Code

³⁷ Author of Diponegoro Law Journal. (2025). Legal protection for sellers in binding agreements due to buyer default (Study of Supreme Court Decision No. 615 K/Pdt/2021). Diponegoro Law Journal, 14(4).

the house that has been purchased turns out to stand on land that then becomes the object of execution based on a court decision that has permanent legal force, then the main purpose of the sale and purchase agreement cannot be achieved perfectly. In such a condition, residents have the right to hold the developer legally liable for losses arising from the non-fulfillment of the benefits promised in the agreement.³⁸

In addition to the Civil Code which assesses through agreements, legal protection for citizens can also be assessed in the provisions regarding unlawful acts as stipulated in Article 1365 of the Civil Code.³⁹ In the case of the eviction of the Setia Mekar Residence 2 Cluster, the developer has fulfilled the elements of proven unlawful acts. First, there is an unlawful act by building and selling property on land that has been *invoked* in court since 1997 where the land used by the developer has been legal, not owned by the developer and the entire chain of previous ownership. Second, there is negligence on the part of developers in not conducting an in-depth investigation related to the legal status of land so that *the clear and clean* aspects of the sale and purchase transaction are not met. Third, there are losses experienced by consumers, both material and immaterial losses. Based on this, residents have the right to demand compensation for material and immaterial losses arising as a result of losing the house they have bought.

More specific legal protection is also listed in Law Number 8 of 1999 concerning Consumer Protection (UUPK). In its legal position, developers are business actors while residents are consumers. Article 4 of the UUPK gives consumers the right to get comfort, security, and safety in consuming goods and/or services.⁴⁰ In addition, consumers are also entitled to true, clear, and honest information about the conditions and guarantees of the goods and/or services offered. On the other hand, Article 7 letter b of the UUPK requires business actors to provide true, clear and honest information regarding the conditions and guarantees of goods and/or services regarding the condition of the goods and/or services traded.

There are forms of compensation that can be demanded by consumers from developers. In accordance with the provisions of Article 19 of the UUPK which requires business actors to compensate for damage, pollution, and/or losses to consumers due to consuming goods and/or services produced or traded.⁴¹ Material compensation can include, refund of the entire purchase price of the house unit, replacement of all mortgage installments that have been paid along with interest, moving and temporary shelter costs, repair or moving costs of consumer belongings, and other economic losses that directly arise from eviction.⁴² Meanwhile, immaterial compensation can include compensation for

³⁸ Wahid, A., et al. (2022). Miscellaneous understand the law of engagement in Indonesia. Yogyakarta: Deepublish.

³⁹ Halipah, G., et al. (2023). A juridical review of the concept of unlawful acts in the context of civil law. Journal of Legal Porch, 16(1), 138–143. <https://doi.org/10.59582/sh.v16i01.923>

⁴⁰ Article 4 of Law Number 8 of 1999 concerning Consumer Protection.

⁴¹ Article 19 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection.

⁴² Andalusia, A., Elmis, L., & Oktarina, N. (2023). Legal protection for consumers in housing purchase and sale agreements with a pre-project selling system in West Sumatra. UNES Journal of Sound Justice, 6(4), 356. <https://doi.org/10.31933/ujsj.v6i4.291>

psychological suffering, mental distress, loss of sense of security and comfort, and loss of social value due to loss of housing.⁴³

Dispute resolution can be pursued through the mechanism stipulated in Article 45 of the UUPK providing two alternative solutions, namely through out-of-court channels and through court.⁴⁴ Out-of-court settlements can be carried out through deliberation between consumers and developers or through the Consumer Dispute Resolution Agency (BPSK) with a conciliation, mediation, or arbitration mechanism. The settlement process through BPSK must in principle be completed within a maximum period of 21 working days and produce a final and binding decision on the parties. If the out-of-court settlement efforts do not reach an agreement or there is an objection to the BPSK decision, the consumer is given the right to file an objection to the District Court within 14 days from the date of receipt of the decision.⁴⁵ In addition, consumers can also directly file a civil lawsuit in court against developers on the basis of default or unlawful acts, either individually or through the class *action* mechanism with other residents who suffer similar losses.

In the proof process, the position of consumers also obtains protection through the application of the principle of reverse proof as stipulated in Article 22 of the UUPK, which imposes an obligation on business actors to prove that the losses experienced by consumers do not arise due to their mistakes or negligence.⁴⁶ With this mechanism, legal protection for consumers becomes more effective because it makes it easier to fight for their rights against business actors who cause losses.

Based on the above analysis, it can be concluded that the residents of the Setia Mekar Residence 2 Cluster as buyers in good faith are in a disadvantaged position even though they have met the criteria as stipulated in SEMA Number 7 of 2012. The Review Decision Number 999 PK/Pdt/2023 does provide legal certainty regarding the status of land ownership, but at the same time causes losses for residents who are not involved in the dispute. Therefore, the developer as a business actor must still be responsible for losses arising from his negligence in ensuring the legal status of the land being sold, whether based on the provisions of default, unlawful acts, and the Consumer Protection Law.

To prevent a recurrence of similar cases, developers need to conduct thorough *due diligence* on the status and legal history of the land before building and marketing housing. In addition, local governments need to tighten the licensing requirements for housing development and encourage a more effective protection mechanism for consumers. On the other hand, the public as potential buyers also need to be more careful in checking the legality of the object to be purchased before making a transaction. Thus, legal certainty and protection for consumers in good faith can run in a balanced manner so that similar events do not happen again in the future.

⁴³ *ibid*

⁴⁴ Article 45 of Law Number 8 of 1999 concerning Consumer Protection.

⁴⁵ Fathanudien, A., Dialog, B. L., & Anugrah, D. (2025). The Role of BPSK (Consumer Dispute Resolution Agency) in resolving consumer dispute cases (Study in Kuningan Regency). *International Journal of Islamic and Education Law*, 4.

⁴⁶ Article 22 of Law Number 8 of 1999 concerning Consumer Protection.

D. Conclusions and Recommendations

Based on the discussions that have been carried out, it can be concluded that the Review Decision Number 999 PK/Pdt/2023 which underlies the eviction of the Setia Mekar Residence 2 Cluster is in accordance with the principle of legal certainty because it is based on a series of decisions that have permanent legal force (*inkracht van gewijsde*), supported by valid evidence, and no novum was found that was qualified to cancel the previous decision. The judge's consideration in this case reflects the application of the principle of legal certainty, the principle of proof, and *the principle of res judicata pro veritate habetur, so that juridically the decision is valid and must be implemented*.

However, the implementation of the decision caused losses for residents of the Setia Mekar Residence 2 Cluster who could legally be qualified as buyers in good faith because they acquired houses through legal buying and selling procedures. In their legal relationship with developers, citizens have the right to obtain legal protection for the losses they experience, both based on the provisions of default and unlawful acts in the Civil Code and based on Law Number 8 of 1999 concerning Consumer Protection. Therefore, the responsibility of recovering losses in principle is imposed on developers as negligent business actors to ensure the legal status of the land developed and marketed. Thus, this study shows that legal certainty through the implementation of court decisions must be balanced with effective legal protection for buyers in good faith in order to create a balance between certainty, justice, and legal benefits.

Referensi

A. Laws and Regulations

Civil Code (*Burgerlijk Wetboek*).

Circular Letter of the Supreme Court Number 7 of 2012 concerning the Formulation of the Results of the Plenary Meeting of the Chamber of the Supreme Court.

Government Regulation Number 24 of 1997 concerning Land Registration.

Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flats Units, and Land Registration.

Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles.

Law Number 8 of 1999 concerning Consumer Protection.

B. Court Decisions

Bandung High Court Decision Number 572/PDT/1997/PT.BDG.

Bandung High Court Decision Number 683/PDT/2021/PT.BDG.

Bekasi District Court Decision Number 128/PDT/G/1996/PN.BKS.

Cikarang District Court Decision Number 83/PDT.Bth/2021/PN.Ckr.

Review Decision Number 999 PK/Pdt/2023.

Supreme Court Decision Number 4930 K/Pdt/1998.

Supreme Court Decision Number 2349 K/Pdt/2022.

C. Books

Fuady, Munir. *Konsep Hukum Perdata*. Jakarta: PT RajaGrafindo Persada, 2021.

Kuncoro, N. Wahyu. *97 Risiko Transaksi Jual Beli Properti*. Jakarta: Raih Asa Sukses, 2015.

Marzuki, Peter Mahmud. *Penelitian Hukum*. Revised ed. Jakarta: Kencana, 2016.

Santoso, Urip. *Hak Atas Tanah, Hak Pengelolaan, dan Hak Milik atas Satuan Rumah Susun*. Jakarta: Kencana, 2017.

Wahid, Abdul, et al. *Serba-serbi Memahami Hukum Perikatan di Indonesia*. Yogyakarta: Deepublish, 2022.

D. Journal Articles

Akib, R., M. Japri, and E. T. Kursiswanti. "Implementation of Article 32 of Government Regulation of the Republic of Indonesia Number 24 of 1997 concerning Land Registration in Samarinda City (Civil Case Number: 27/PDT.G/2016/PN.SMR)." *Asosiasi Harga Diri* 3, no. 2 (2020): 44–51. <https://doi.org/10.56301/awal.v3i2.357>.

Amirulhaq, A., and E. A. Priyono. "Analysis of Eviction Cases on Land with a Certificate of Ownership on Land Objects with Court Execution Status." *Semarang Law Review* 6, no. 2 (2025): 267–281. <https://doi.org/10.26623/slr.v6i2.12469>.

Andalusia, A., L. Elmis, and N. Oktarina. "Legal Protection for Consumers in Housing Purchase and Sale Agreements with a Pre-Project Selling System in West Sumatra." *UNES Journal of Swara Justisia* 6, no. 4 (2023): 356–369. <https://doi.org/10.31933/ujsj.v6i4.291>.

Atikah, N. "The Position of the Land Certificate as Proof of Ownership of Land Rights in the Indonesian Land Law System." *Notary Law Journal* 1, no. 3 (2022): 263–289. <https://doi.org/10.32801/nolaj.v1i3.29>.

Boby Harnowo, B., and Putro. *Legal Protection for Land Rights Holders Related to Dual Certificates*. Undergraduate Thesis, Universitas Pembangunan Nasional Veteran Jakarta, 2022. <http://repository.upnvj.ac.id>.

- Ellshaday, Z. C., and D. A. D. Sawitri. "Analysis of the Concept of New Circumstances as a Ratio to Conduct a Review in Civil Cases." *Journal of Academic Media* 3, no. 4 (2025). <https://doi.org/10.62281/wcqtqy20>.
- Fathanudien, A., B. L. Dialog, and D. Anugrah. "The Role of BPSK (Consumer Dispute Resolution Agency) in Resolving Consumer Dispute Cases (Study in Kuningan Regency)." *International Journal of Islamic and Education Law* 4 (2025). <https://shariajournal.com/index.php/IJIEL/article/download/1522/992/2832>.
- Halipah, G., et al. "A Juridical Review of the Concept of Unlawful Acts in the Context of Civil Law." *Journal of Legal Porch* 16, no. 1 (2023): 138–143. <https://doi.org/10.59582/sh.v16i01.923>.
- Larasati, F. R., and M. Bakri. "Implementation of Supreme Court Circular Letter Number 4 of 2016 on the Judge's Decision in Providing Legal Protection for Buyers in Good Faith." *Jurnal Konstitusi* 15, no. 4 (2019): 881–900. <https://doi.org/10.31078/jk15410>.
- Latiful, T., M. Sastro, and H. Wati. "Legal Protection for Buyers in Good Faith (Study of Decision Number 67/Pdt/2015/PT.BNA)." *Suloh: Jurnal Fakultas Hukum Universitas Malikussaleh* 11, no. 2 (2024): 381–396. <https://doi.org/10.29103/sjp.v11i2.12132>.
- Lohonauman, O. M. "A Study on Legal Certainty for Land Rights Holders." *Constituendum* 6, no. 2 (2024): 241–247. <http://ejurnal.unima.ac.id/index.php/constituendum/article/view/10813>.
- Mahadhika, G. G., I. G. N. Anom, and A. N. M. A. D. Pratiwi. "Cancellation of Title Certificates Due to Overlapping Land Plots at BPN Bangli." 2025. <https://ejournal.unmas.ac.id/index.php/jhm/article/view/12978>.
- Prasetyo, K. A., R. S. Badriyah, and Siti Malikathun. "Legal Protection for Sellers in the Event of Buyer Default in the Binding Sale and Purchase Agreement (PPJB) on Land and Buildings (Case Study of Supreme Court Decision Number 615 K/Pdt/2021)." *Diponegoro Law Journal* 14, no. 4 (2025). <https://ejournal3.undip.ac.id/index.php/dlr/article/download/53366/35222>.
- Rasyid, M. R., and A. Winanti. "Legal Protection Related to Land Ownership Holders in Dual Certificate Ownership (Case Study of Supreme Court Decision Number 3061 K/Pdt/2022)." *Al Qalam: Jurnal Ilmiah Keagamaan dan Kemasyarakatan* 17, no. 4 (2023): 2271–2285. <https://doi.org/10.35931/aq.v17i4.2366>.
- Riyah, B. N. S. "Implementation of the Principle of *Res Judicata Pro Veritate Habetur* in the Constitutional Court Decision Number 90/PUU-XXI/2023." *Ma'mal: Jurnal Laboratorium Syariah dan Hukum* 6, no. 1 (2025): 66–86. <https://doi.org/10.15642/mal.v7i1.442>.
- Saragih, S. A., R. Sembiring, and H. Sinaga. "Legal Protection for Land Title Certificate Holders in the Case of Dual Certificate Disputes (Case Study of Supreme Court Decision Number 309 PK/Pdt/2021)." (2025). <https://doi.org/10.56370/jhlg.v6i9.1666>.
- Sari, L. L., N. K. Sari, and D. Siswanto. "The Legal Position of Apartment Buyers Who Only Have PPJB on the Execution of Dependents on Land Rights Owned by Developers." *Jurnal Ilmiah Mandalika* (2024). <https://ojs.cahayamandalika.com/index.php/jomla/article/download/6304/4866/>.
- Sari, N. W., L. T. R. Simamora, and D. D. Y. Tarina. "Juridical Analysis of Procedural Errors in the Execution of Court Decisions That Resulted in Losses of a Third Party in Good Faith in the Eviction Case in South Tambun." *Media Hukum Indonesia* 4, no. 2 (2026): 461–471. <https://doi.org/10.5281/zenodo.20696461>.

- Sobari, A. "Taking of Oath for New Evidence from the Respondent for Review of Civil Cases." *National Journal of Law* 6, no. 1 (2022): 735–757. <https://www.academia.edu/download/123670435/1159.pdf>.
- Tanner, J., H. Salmon, and Y. Pattinasarany. "The Legal Responsibility of the National Land Agency for the Existence of Double Certificates." *CAPITAN Constitutional Law & Administrative Law Review* 1, no. 1 (2023): 23–32. <https://doi.org/10.47268/capitan.v1i1.9905>.
- Taqiyyah, M. A., and A. Winanti. "Legal Protection of Certificate Holders for Double Land Based on Government Regulation Number 24 of 1997." *Jurnal Justisia* 5, no. 1 (2020): 77–90. <https://doi.org/10.22373/justisia.v5i1.7272>.
- Wibhawa, F. R., and A. A. I. A. Dewi. "The Power of Proof of Land Title Certificate as Evidence of Valid Ownership." 2022. <https://ojs.unud.ac.id/index.php/actacomitas/article/view/82931>.
- Yasa, I. W., and E. Iriyanto. "Legal Certainty of Judges' Decisions in Resolving Civil Case Disputes." *Jurnal Hukum Rechtsens* 12, no. 1 (2023): 33–48. <https://doi.org/10.56013/rechtsens.v12i1.1957>.
- Yuliana, T., M. Robianti, and T. Kharnady. "Analysis of the Impact of Dissenting Opinion of Judges on Civil Cases." *Viva Themis: Jurnal Ilmu Hukum* 6, no. 2 (2024): 297–312. <https://doi.org/10.24967/vt.v6i2.3304>.