

Legal Protection for Grant Recipients of Land Used as Collateral for Debt (Analysis of Decision Number 408/Pdt.G/2024/PN Mdn)

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Abstract: The use of land as informal debt collateral frequently conflicts with land rights transferred through grants, creating uncertainty. This study examines whether a Sale and Purchase Binding Deed (APJB) combined with a Power of Attorney to Sell can validly transfer land rights already vested in a grant recipient and analyzes the legal protection available when such instruments are used to displace the recipient's ownership. The research employs normative legal research with statutory and case approaches, focusing on Medan District Court Decision Number 408/Pdt.G/2024/PN Mdn. Primary legal materials include the Civil Code, Government Regulation Number 24 of 1997 concerning Land Registration, Law Number 5 of 1960 concerning Basic Agrarian Principles, and relevant notarial regulations. The findings demonstrate that an APJB and Power of Attorney to Sell cannot independently constitute a valid basis for transferring land rights because Article 37(1) of Government Regulation Number 24 of 1997 requires transfers to be evidenced by an authentic deed executed before a Land Deed Official (PPAT). Using these instruments to disguise a debt relationship as a sale may also violate the lawful-cause requirement under Article 1320 of the Civil Code and may result in liability under Article 1365. Legal protection consists of preventive protection through administrative screening by the Land Office and repressive protection through judicial proceedings. In the examined case, preventive protection failed, while litigation restored recognition of the grant recipient's ownership. Therefore, stronger administrative scrutiny is essential to ensure legal certainty and prevent similar land disputes in Indonesia.

Keywords: Grants, Debts, Sale and Purchase Binding Deeds, Legal Protection

1. Introduction

Indonesia is a state based on the rule of law under Article 1(3) of the 1945 Constitution, which requires that every legal act whether by individuals or legal entities be grounded in valid legal provisions to ensure certainty, justice, and protection (Barokah & Erliyana, 2022). In civil law, this principle is especially salient for land, given its high economic value and its significance to social welfare, so every transfer of land rights must satisfy statutory requirements to protect the interests of all parties (Ananda & Putra, 2023).

One recognized mode of transferring land rights is the grant (hibah). Under Article 1666 of the Civil Code, a grant is a legal act by which a person freely and irrevocably transfers an object to another who accepts it, thereby vesting ownership in the recipient (Maria Wera & Pramana Putra, 2024). This distinction between substantive ownership and the public record matters in practice: a grant recipient can hold good title while the registered certificate still shows the previous owner, leaving a window in which a competing document can be processed against the same land. In practice, however, disputes over granted land are not uncommon, particularly where the land is subsequently used as collateral for a debt by another party without the grant recipient's knowledge (Destiarany & Anggriani, 2024).

A recurring instrument in such disputes is the combination of a Sale and Purchase Binding Deed (APJB) and a Power of Attorney to Sell. The APJB is, in principle, a preliminary agreement made before an actual Sale and Purchase Deed (AJB) is executed before a Land Deed Official (PPAT) (Hamonangan et al., 2021), while a Power of

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Attorney to Sell grants the holder authority to sell a specified object on the principal's behalf (Humaira & Latumeten, 2022). Both instruments are meant to facilitate land transactions, but in practice they are frequently misused to disguise a debt relationship: a debtor grants a power of attorney to sell as informal security, and if the debt is unpaid, the creditor uses that power to transfer the land to themselves or a third party (Kusuma Wijaya et al., 2024). Land Offices do not consistently reject registration applications resting on such preliminary or proxy instruments rather than a genuine APJB, so these transactions are frequently actioned administratively as though they were valid transfers. Because a debt relationship does not, by itself, constitute a sale, such practices risk harming other parties with legitimate claims to the land, including grant recipients (Puspitaarum & Badriyah, 2023).

This phenomenon is exemplified in Medan District Court Decision Number 408/Pdt.G/2024/PN Mdn. The disputed land, part of a family inheritance later divided into several certificates of ownership, was granted by Sabaruddin Pasaribu (Defendant I) to the Plaintiff through a Statement of Waiver of Rights dated 2 July 2014. Prior to that grant, however, M. Ramli Pasaribu (Defendant II) had borrowed money from Drs. Raya Sitorus (Defendant III), securing the debt through an APJB and Power of Attorney to Sell dated 28 August 2003. Defendant III subsequently used these documents to change the registered name on the land certificate through the Medan City Land Office (Defendant IV), transferring the granted land to a third party and triggering the dispute.

The Plaintiff sued under Article 1365 of the Civil Code, alleging that the defendants' conduct constituted an unlawful act that extinguished the Plaintiff's rights as grant recipient, and that the Land Office's administrative action was contrary to Government Regulation Number 24 of 1997 concerning Land Registration.

Prior studies have examined related issues from various angles. Kusuma Wijaya et al. (2024) analyzed the legal force of a power of attorney to sell within a PPJB before a notary/PPAT, while Puspitaarum & Badriyah (2023) examined its use in unregistered land purchases. Destiarany & Anggriani (2024) discussed the position of a power of attorney to sell within debt agreements involving default, and Sihombing et al. (2023) examined the evidentiary strength of privately made grant deeds. Mubarak (2025) analyzed the normative protection available where land rights are taken over by unentitled parties. However, these studies largely treat legal protection as a binary outcome either present or absent without examining the structural points at which the protective system itself falls short. Four such gaps remain insufficiently addressed in the literature. First, land registration screening under Article 37(1) of Government Regulation Number 24 of 1997 verifies the *form* of a submitted document rather than cross-checking it against prior, informally evidenced transfers such as unregistered grants a gap made more acute by the fact that APJB and Power of Attorney instruments, which do not themselves transfer ownership, are nonetheless administratively actioned as if they were. Second, preventive protection in practice rests on a single administrative checkpoint, with no independent verification layer such as cross-referencing notarial deed records or prior grant and inheritance data, so its failure leaves the grant recipient entirely without protection until a dispute reaches court. Third, where preventive protection fails and repressive protection through litigation becomes necessary, courts have shown willingness to restore the grant recipient's ownership but have been considerably more reluctant to award damages absent detailed proof of loss meaning title is restored without the recipient being made whole. Fourth, because resolution occurs case-by-case through litigation rather than through systemic administrative deterrence, the underlying practice of using APJB and Power of Attorney instruments as informal debt collateral persists largely unabated.

This study addresses these gaps through an analysis of Decision Number 408/Pdt.G/2024/PN Mdn, focusing on two questions: first, whether an APJB combined with a Power of Attorney to Sell can validly displace land rights already vested in a grant recipient, and second, what forms of legal protection preventive and repressive are actually available to the grant recipient when such instruments are used against their

interest, and where those forms of protection structurally fall short. In doing so, the study aims to clarify both the legal consequences of using grant land as informal debt collateral and the practical limits of Indonesia's current land registration safeguards.

2. Materials and Methods

This study uses normative legal research, treating law as a system of norms comprising principles, statutes, court decisions, and doctrine (Kristiawanto, 2022, as cited in Halipah et al., 2023). It adopts a statute approach and a case approach, selected because the research questions this study addresses operate on two distinct levels that neither approach alone can fully answer. The statute approach is necessary because the central legal issue whether an APJB and Power of Attorney to Sell can validly transfer land rights already vested in a grant recipient is fundamentally a question of normative validity, answerable only by systematically examining the governing provisions: Article 1666 of the Civil Code on the elements of a valid grant, Article 37(1) of Government Regulation Number 24 of 1997 on the requirement of an authentic PPAT deed for any transfer of land rights, Article 1320 of the Civil Code on the requirement of a lawful cause, and the Basic Agrarian Law. Without this doctrinal analysis, no normative conclusion could be drawn as to why an APJB and Power of Attorney to Sell fail to constitute a valid basis for transferring ownership.

The case approach is equally necessary because statutory rules on paper do not, by themselves, reveal how those rules are applied or fail to be applied in practice. Decision Number 408/Pdt.G/2024/PN Mdn provides the concrete factual record needed to examine how the Land Office processed a change of registered ownership on the basis of an APJB and Power of Attorney rather than a proper PPAT deed, exposing the gap between the statutory requirement and administrative practice that this study seeks to address. The case approach further shows how the panel of judges applied Article 1365 of the Civil Code on unlawful acts and the Philipus Hadjon framework of preventive and repressive legal protection to an actual dispute, rather than treating that framework only in the abstract.

Used together, the two approaches allow this study to answer both what the law requires (statute approach) and how that requirement is tested, and at times fails to be enforced, in an actual land dispute (case approach) corresponding directly to the two research questions set out in the Introduction. Primary legal materials consist of Medan District Court Decision Number 408/Pdt.G/2024/PN Mdn together with the Civil Code, Law Number 30 of 2004 on the Notarial Profession as amended by Law Number 2 of 2014, Government Regulation Number 24 of 1997 concerning Land Registration, and Law Number 5 of 1960 concerning Basic Agrarian Principles. Secondary legal materials consist of recent journal articles and legal literature on land transfer, grants, and debt relationships published primarily within the last five years. Data were collected through library and document research and analyzed qualitatively by describing and interpreting the material according to legal theory, doctrine, and the researchers' own reasoning.

3. Results and Discussion

3.1 Grants and Debt Agreements: A Brief Overview

A grant is a voluntary transfer of an object from one person to another without compensation (Cynthia Marshel, 2025), commonly used in Indonesian civil practice to transfer both movable and immovable property, including land. Under Article 1666 of the Civil Code, a grant is irrevocable once made, and requires a grantor, a recipient, a concrete existing object, and a voluntary, uncompensated transfer (Maria Wera & Pramana Putra, 2024). A land grant acquires full legal force when executed through a deed made by a PPAT, which then forms the basis for registering the transfer at the Land Office (Oktavia & Subekti, 2023).

A debt agreement, by contrast, is a loan relationship under Article 1754 of the Civil Code, obliging the debtor to return an equivalent sum to the creditor within an agreed period, and binding the parties under the principle of *pacta sunt servanda* (Apriani, 2021).

Where land is used as informal security for such an agreement rather than through a statutorily recognized security instrument the risk of disputes such as the one examined here increases substantially (Asmaniar & Sitorus, 2022).

3.2 Facts and the Judges' Reasoning in Decision Number 408/Pdt.G/2024/PN Mdn

The disputed land, located on Jalan M. Nawi Harahap, Medan, originated from the estate of the late H. Satar Pasaribu and was divided among his heirs into Certificates of Ownership Number 575–579. Certificate Number 579 (363 m²) became the object of dispute. In 2003, M. Ramli Pasaribu (Defendant II) borrowed money from Drs. Raya Sitorus (Defendant III), securing the loan through an APJB and Power of Attorney to Sell made before a notary. Defendant III used these documents to change the registered name on Certificate Number 579 at the Medan City Land Office (Defendant IV). Separately, in 2014, Sabaruddin Pasaribu (Defendant I) granted part of the same certificate to the Plaintiff, a grant later reinforced by an earlier court decision confirming the heirs' rights over the land.

At trial, the panel rejected several procedural exceptions *nebis in idem*, lack of legal standing, insufficient parties, and vagueness of the claim finding each without legal merit (cf. Reynaldi & Adjie, 2023, on the evidentiary role of PPAT deeds in preventing such disputes). On the merits, the panel applied Article 1365 of the Civil Code together with the broadened *Lindenbaum v. Cohen* doctrine of unlawful acts, requiring proof of an unlawful act, fault, loss, and causation (Barokah & Erliyana, 2022). Under the broadened *Lindenbaum v. Cohen* doctrine as applied in Indonesian jurisprudence, an unlawful act under Article 1365 of the Civil Code requires proof of four cumulative elements: (1) an unlawful act, (2) fault, (3) loss, and (4) a causal link between the act and the loss (Barokah & Erliyana, 2022). All four elements are satisfied on the facts of Decision Number 408/Pdt.G/2024/PN Mdn.

First, the element of an unlawful act is met because the transfer of Certificate Number 579 was executed on the basis of an APJB and Power of Attorney to Sell rather than an authentic deed before a PPAT, in direct violation of the statutory requirement under Article 37(1) of Government Regulation Number 24 of 1997. Under the broadened doctrine, an unlawful act includes not only a violation of statute but also a violation of another person's subjective right here, the Plaintiff's ownership right as grant recipient, vested since 2014, was disregarded when the certificate was administratively reassigned on the basis of a 2003 debt instrument that never conferred ownership.

Second, the element of fault is satisfied through the conduct of Defendant III, who used an APJB and Power of Attorney instruments he knew or should have known conferred no ownership right to effect a change of registered name, and through Defendant IV's administrative negligence in processing that change without verifying that the underlying transaction met the requirements of an authentic PPAT deed.

Third, the element of loss is established by the Plaintiff's *de facto* deprivation of her granted land: although her ownership under the 2014 grant was substantively valid, the registered certificate no longer reflected her as the rightful owner, depriving her of the legal certainty and disposal rights that registered ownership is meant to secure.

Fourth, the causal link is direct: had Defendant III not invoked the APJB and Power of Attorney, and had Defendant IV properly verified the absence of a PPAT deed, the change of registered ownership and the resulting loss to the Plaintiff would not have occurred. The panel's decision to confirm the Plaintiff's ownership and order the certificate's unencumbered surrender reflects a finding that this causal chain was established on the evidence.

Because all four elements are met, the panel's application of Article 1365 provides the doctrinal basis for both the invalidation of the disputed transfer and the affirmation of the Plaintiff's right to repressive legal protection through the courts.

The evidence showed that the underlying relationship between Defendant II and Defendant III was, in substance, a loan secured informally by land not a genuine sale so the resulting transfer of Certificate Number 579 did not comply with Article 37(1) of Government Regulation Number 24 of 1997, which requires an authentic PPAT deed for

any transfer of land rights (Kusuma Wijaya et al., 2024). The panel found Defendant IV's administrative action similarly defective for failing to verify this requirement, and partially granted the Plaintiff's claim, confirming the Plaintiff's ownership of Certificate Number 579 and ordering its unencumbered surrender, while rejecting the claims for damages and provisional remedies for lack of sufficiently detailed proof.

3.3 Legal Consequences of Using Grant Land as Debt Collateral

A PPJB/APJB is, by design, only a preliminary agreement, and a power of attorney to sell only confers authority to act on another's behalf; neither instrument transfers ownership (Farida, 2021; Kusuma Wijaya et al., 2024). Where these instruments are used to disguise a debt relationship as a sale, the arrangement risks violating Article 1320 of the Civil Code's requirement of a lawful cause, since the parties' true intent was security for a loan, not a genuine transfer of ownership (Hamonangan et al., 2021). This is consistent with findings by Darnus et al. (2022), who show that certificate holders whose land is later encumbered through improperly documented transactions frequently obtain protection only after prolonged litigation.

In the present case, this defect was compounded by the pre-existing grant to the Plaintiff. Because a validly executed grant transfers ownership immediately and irrevocably Cyntia Marshel (2025), the subsequent use of the same land as informal debt collateral created a direct conflict between two claimants—the grant recipient and the creditor who relied on the APJB and Power of Attorney. The panel's finding that the APJB/Power of Attorney could not lawfully transfer the land is consistent with the broader doctrine that land transfers require a genuine PPAT deed Reynaldi & Adjie (2023) and that a mortgage right (Hak Tanggungan) under Law Number 4 of 1996, not an informal sale instrument, is the legally correct mechanism for securing debt with land (Asmaniar & Sitorus, 2022). The consequence of using the improper mechanism here was that the transfer became legally defective, exposing the responsible parties to liability for an unlawful act under Article 1365 of the Civil Code where loss to another party results (Badri et al., 2024).

3.4 Legal Protection for the Grant Recipient

Philipus M. Hadjon's theory distinguishes preventive legal protection, applied before a dispute arises, from repressive legal protection, applied afterward through the courts (as discussed in the context of land certainty by, e.g., Aprilianto, 2024, and Anugrah, 2021). In this case, preventive protection should have operated through the Land Office's administrative screening under Article 37(1) of Government Regulation Number 24 of 1997, which requires a PPAT deed for any registered transfer. That mechanism failed here, since the Land Office proceeded to register the name change based on the notarial APJB and Power of Attorney rather than a proper PPAT deed (Fadilah & Nuraini, 2022)—a pattern of weak land-administration enforcement also documented by Mubarak (2025) in comparable inheritance-and-grant disputes.

With preventive protection unavailing, the Plaintiff's protection was ultimately secured through repressive protection: the judicial process itself. The panel's finding that the debt-secured APJB/Power of Attorney could not validly transfer land rights restored recognition of the Plaintiff's ownership and, in effect, reaffirmed that a grant, once validly made, cannot be displaced by a later, improperly documented transaction (Oktavia & Subekti, 2023; Sihombing et al., 2023). This outcome is consistent with the broader pattern identified in recent grant-dispute jurisprudence, where courts have repeatedly had to intervene after administrative or notarial safeguards proved insufficient to prevent the transfer of already-granted land (Kurniawan & Tanawijaya, 2023; Nugraheni, 2022).

The decision therefore carries implications beyond the immediate parties: it signals that an APJB and Power of Attorney to Sell cannot substitute for a proper security instrument such as a Hak Tanggungan, and that grant recipients retain a protectable interest that survives improperly executed subsequent transactions—provided they can, as here, establish that protection through litigation.

4. Conclusions

The use of an APJB and Power of Attorney to Sell within a debt relationship carries three distinct legal consequences. First, such instruments cannot lawfully transfer land rights: neither an APJB nor a Power of Attorney to Sell constitutes ownership-transferring authority, and Article 37(1) of Government Regulation Number 24 of 1997 requires that any transfer of registered land rights be executed through an authentic deed before a Land Deed Official (PPAT). Any change of registered ownership effected on the basis of these instruments alone is therefore legally defective and does not extinguish a pre-existing, validly held right including the right of a grant recipient. Second, because the parties' true intent in such arrangements is to secure a loan rather than to effect a genuine sale, the use of an APJB and Power of Attorney as informal collateral risks violating the lawful-cause requirement of Article 1320 of the Civil Code, rendering the underlying arrangement doctrinally infirm even apart from its administrative consequences. Third, where this defective transfer causes loss to a party with a legitimate competing claim to the land, the parties responsible are exposed to liability for an unlawful act under Article 1365 of the Civil Code, provided the four cumulative elements an unlawful act, fault, loss, and causation are established, as they were in Decision Number 408/Pdt.G/2024/PN Mdn.

These consequences were realized directly in the case examined here: land already granted to the Plaintiff had, prior to the grant, been informally pledged as debt collateral through an APJB and Power of Attorney, and subsequently used as the basis for an unauthorized change of registered ownership an act the panel found legally defective and, in effect, an unlawful act under Article 1365 of the Civil Code.

Legal protection for the grant recipient in this case was ultimately secured through repressive protection via the judicial process, after preventive protection at the land administration stage failed to detect the underlying defect. The panel's decision affirms the grant recipient's ownership and underscores that legal certainty in every transfer of land rights, together with meaningful protection for grant recipients, remains essential to Indonesia's land law system and that stronger preventive scrutiny by land offices, together with clearer administrative rejection of transfers based on APJB and Power of Attorney instruments rather than a genuine PPAT deed, could reduce reliance on litigation to correct such defects.

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