

LAND MAFIA SCANDAL IN WEST MANGGARAI: AN ANALYSIS OF THE IMPLEMENTATION AND VALIDITY OF THE AGREEMENT IN THE CASE OF IBRAHIM HANTA'S INHERITANCE DISPUTE

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ABSTRACT

In Indonesia, land dispute cases are often a big problem, especially when many parties have different interests. In this article, we investigate the land dispute inherited by Ibrahim Hanta in West Manggarai and highlight the possibility that the National Land Agency (BPN) and the land mafia are involved in this issue. The main focus of this article is to examine the implementation, content, and validity of agreements relevant to the case. The framework of the terms of the validity of the agreement, along with its complete and detailed elements, is used in this analysis. The results of the study show that there is evidence of violations and inconsistencies in the implementation of agreements, which interfere with justice and law enforcement in Indonesia. The results emphasize that the land dispute settlement process must be transparent and fair. They also emphasized that the land system must be reformed to prevent the actions of the land mafia at the expense of society.

Keywords: Land Disputes, Agreements, BPN, Land Mafia

INTRODUCTION

In Indonesia, land disputes are common, especially in areas with high population density and rising land prices. Often, in cases of land disputes involve various parties, including individuals, government agencies, and even groups with special interests. One of the famous cases is the land dispute inherited by Ibrahim Hanta in West Manggarai, East Nusa Tenggara. It is possible that the National Land Agency (BPN) and the land mafia are involved in this case, which has attracted public attention.

Not only from an economic or social point of view, but also from a legal and justice point of view, land ownership is essential. Land is often considered a major asset for communities, both in urban and rural areas, as it is responsible for the life and economic sustainability of the family. In this case, the land dispute in West Manggarai raises questions about the legitimacy of land ownership and the credibility of the institution responsible for land administration.

The historical and contextual background of this land dispute shows how complex this issue is in Indonesia. Indonesia's agricultural system has undergone many changes since the colonial era. However, issues such as unclear ownership status, neglect of conventional rights, and administrative manipulation remain unresolved. Cases such as the Ibrahim Hanta inheritance controversy show that in the midst of reform and modernization, land rights are still a big issue.

As the institution responsible for land administration in Indonesia, BPN plays an important role in ensuring justice and legal certainty over land ownership. However, in some cases, allegations have emerged that the institution is engaging in practices that are not transparent and detrimental to society. The case of the land dispute inherited by Ibrahim Hanta is a clear example of how the institution that is supposed to ensure justice is instead involved in the actions of the land mafia.

Building a fair and equitable legal order in Indonesia faces great challenges due to the existence of land mafias or groups that seek to control land illegally. These practices often involve corruption, collusion, and nepotism, which negatively impact the general public and undermine the credibility of state institutions. The land dispute case in West Manggarai is an example of how certain interests can damage the legal system as a whole.

The purpose of this article is to analyze the implementation, content, and validity of agreements related to the land dispute inherited by Ibrahim Hanta. This analysis is carried out using the framework of the legal conditions of the agreement which includes the agreement of the parties, the competence of the parties, a certain matter, and a halal cause. In addition, this article also identifies the elements of a complete and detailed agreement to evaluate whether the agreement made has met the legal requirements.

This land dispute affects public trust in the Indonesian legal system and land institutions as a whole, not just the heirs and the parties directly involved. Therefore, it is very important to conduct a thorough analysis of this case to find a fair solution and prevent similar cases from happening in the future.

This article consists of several parts, starting with an introduction that provides an overview of the land dispute case inherited by Ibrahim Hanta. The next section will discuss the analysis of the implementation of the agreement, the content of the agreement, the basis of the legal conditions of the agreement, and the elements of the agreement in complete and detail. Ultimately, this article will summarize the important findings and provide recommendations for improving the land system in Indonesia.

RESEARCH METHODS

In this study, the normative juridical method was used. This means that secondary data obtained from primary, secondary, and tertiary legal materials is supported by primary data from relevant respondents. The data were evaluated using qualitative and descriptive techniques. Statute Approach, Legal Analysis Review of relevant laws and regulations, such as Government Regulations on Land Registration, Agrarian Law, and legal provisions related to land certificates and inheritances. In this case, BPN West Manggarai issued SHM without legal documents such as the original warkah.

Conceptual Approach (Conceptual Approach), Legal Theory Studies, Understanding of the concepts of land ownership, inheritance, and document legality. Application of Theory, Analyzing these concepts in the context of the issuance of land certificates that are allegedly illegal.

The case method, also known as the case approach, examines previous court decisions on land disputes and similar cases. To find consistent patterns and legal principles, compare the case of Ibrahim Hanta with other cases. Historical Approach, History of Land Ownership: Traces the history of land ownership that is the object of dispute. Historical Documents: Collect and analyze historical documents that support ownership claims.

DISCUSSION

1. Implementation of the Agreement

An event in which one party promises to the other or both parties agree to do something is called an agreement. Fulfilling the rights and obligations that have been agreed upon by the parties to achieve the predetermined objectives known as the implementation of the agreement. Each party fully complies with the agreement.

The parties have agreed that the content of the agreement must be implemented at the stage of implementation of the agreement. In the case of land disputes, the implementation of the agreement includes various measures to ensure that the rights and obligations stipulated in the agreement are properly implemented. To prevent conflicts and disputes, this stage is very important.

- a. **Involvement of Related Parties:** The involvement of the parties in the implementation of the land transfer agreement means that they are actively involved in every stage of the legal process. This includes landowners who sell or transfer rights to the land as well as parties who acquire those rights. These parties must directly discuss, agree on the content of the agreement, and fulfill their obligations in accordance with the agreement. In addition, they can also participate in administrative processes such as collecting the necessary documents, being present at the transfer of deeds made by PPAT, and ensuring that the process runs smoothly in accordance with applicable legal procedures.

In this case, the process of forming an agreement involved BPN officials, Ibrahim Hanta's heirs, and a third party suspected of being a land mafia. These parties reached a consensus and initial agreement. However, there is strong evidence that the process of implementing the agreement is influenced by the involvement of the land mafia.

- b. **Recording and Verification by BPN:** In the implementation of land transfer agreements, recording and verification are administrative processes carried out by the National Land Agency (BPN). Recording is a formal step to register legal documents related to land transfer agreements at BPN. This step is important to record the land sale and purchase deed and other related documents, so that the legal transaction becomes official and legal according to the law.

On the other hand, verification is a process carried out by BPN to ensure that the documents submitted are correct and complete. The purpose of verification is to ensure that all documents comply with the applicable legal provisions and that there are no errors that could interfere with the validity of the transaction. After the verification process is complete, BPN will issue a new land certificate or change the status of land ownership in accordance with the agreement made by all parties involved. Therefore, recording and verification are very important to maintain legal certainty and prevent disputes related to land rights in the future.

Although BPN has recorded and verified the disputed land, allegations of corruption and collusion have made the process questionable. In the

implementation of this agreement, recording and verification, which should provide legal certainty, is actually a weak point.

BPN West Manggarai allegedly issued two Certificates of Property Rights (SHM) in the name of Paulus G. Naput and Maria F. Naput in 2017. This SHM is issued without a valid document, such as an original warkah or proof of the handover of customary land from Ulayat. Because it cannot show the required original documents, the BPN verification process is considered not in accordance with the procedure. There is a suspicion that the issuance of certificates involves unlawful activities.

In this case, the implementation of the agreement by the BPN shows that there may be irregularities in the procedures and practices of the land mafia. BPN recording and verification is not supported by valid documentary evidence, which should underlie the issuance of certificates.

- c. **Transfer of Land Ownership:** Based on a valid agreement or deed, the rights to the land are transferred from the old owner to the new owner. The process of transferring land ownership usually involves several important steps, such as paying the land price according to the agreement, signing the deed of transfer of land rights in front of the Land Deed Making Officer (PPAT), and registering the change in land ownership at the National Land Agency (BPN).

To ensure that the transaction is carried out legally and in accordance with the provisions of the applicable law, the payment of the land price must be made in accordance with the agreement that has been agreed between the two parties involved in the sale of land and the party who acquires the land rights.

To ensure that the land rights transfer agreement is made officially and legally according to the law, PPAT signs the land rights transfer deed. PPAT is also responsible for compiling and creating other necessary legal documents.

Registration of land ownership changes at BPN is the last step in the land ownership transfer process. After the required documents are completed and verified, BPN will issue a new land certificate or change the land ownership status in accordance with the agreement that has been made by the parties involved. Thus, the transfer of land ownership provides legal certainty to the party who owns the land.

The transfer of land ownership is included in the steps taken after the agreement is agreed. Nonetheless, violations have occurred during this process, such as misuse of documents and violence against weaker parties. This shows that the implementation of the agreement did not go as originally planned and had a negative impact on some parties.

2. Agreement Content

All details and terms that are formally agreed upon between the parties involved in a transaction or agreement are referred to as the contents of the agreement. In the case of

transfer of land rights, for example, the content of the agreement includes a clear description of the transferred property, the price of the land, the terms of payment, including the time and method of payment, and the accompanying legal guarantees.

The main purpose of the content of the agreement is to regulate the relationship between the parties in a clear and legally binding manner, providing legal certainty and protection for all parties involved in the transaction or agreement. The agreement also includes provisions on dispute resolution procedures in the event of a dispute between the parties involved.

- a. **Rights and Obligations:** Rights in an agreement include the ability to obtain or do something according to the agreed terms. For example, the landowner who sells the land has the right to receive payment of the land price according to the agreement, and the party who acquires the land right has the right to obtain a valid land certificate in his name after the purchase process is completed.

In the agreement, there are obligations that must be fulfilled by each party. For example, the person selling the land must provide all the necessary documents for verification by the National Land Agency (BPN), such as land ownership certificates and other evidence. The party who obtains the land rights must also pay the land price, in accordance with the agreement agreed between the two parties.

In order to provide legal certainty and prevent possible disputes in the future, the rights and obligations in the agreement must be clearly explained so that each party understands and complies with their roles and responsibilities in accordance with applicable law.

This agreement includes the rights and obligations that each party has, including how the inherited land is distributed. But there is an injustice in this agreement because there is a special clause that benefits certain parties.

Discussed the dispute over 11 hectares of land in Labuan Bajo involving Suwandi Ibrahim and allegations of land mafia. Allegedly, BPN West Manggarai issued two Certificates of Property Rights (SHM) in the name of Paulus G. Naput and Maria F. Naput in 2017 without valid documents. BPN and the defendant have not succeeded in showing the original documents to date, raising suspicions about illegal actions. On January 8, 2024, the Labuan Bajo District Attorney's Land Mafia Task Force reported this case.

- b. **Supporting Documentation and Evidence:** In an agreement, supporting documents and evidence refer to all documents and evidence used by the relevant parties to support the validity and validity of the agreement. This includes official documents such as the sale and purchase deed made by the Land Deed Making Officer (PPAT), which records every detail of the transaction, including the identity of the parties involved, the description of the property, the selling price, and other approved terms.

After the transfer process is completed, the ownership certificate issued by the National Land Agency (BPN) is also important evidence that shows legal ownership of the land. One of the supporting proofs required is proof of payment that shows financial transactions carried out in accordance with the agreed terms.

For administrative and legal purposes, tax documents, such as proof of payment of Income Tax (PPh) related to land sale transactions, are often required. These documents combine to form a solid basis for ensuring that transactions are carried out in accordance with applicable legal provisions and provide legal security to all parties involved in the agreement.

Although the agreement is supported by official documents such as land certificates and notary deeds, there is additional evidence to suggest that there was collusion and manipulation of documents between BPN officials and third parties. This reduces confidence in the validity of official documents.

3. Legal Conditions of the Agreement

The conditions that must be met in order for an agreement to be considered valid and legally binding are referred to as the legal conditions of the agreement. The purpose of these terms is to ensure that the agreement is made with the full awareness and agreement of the parties involved, as well as in accordance with the applicable legal rules.

- a. **Agreement of the Parties:** The agreement of the parties in an agreement is the understanding and agreement that all parties involved have regarding the content and terms of the agreement. This means that all parties agree to all terms, conditions, and obligations set forth in the agreement without any significant pressure, fraud, or violation.

The agreement of the parties is an essential part of any legal agreement. In order to reach this agreement, each party must have a clear and thorough understanding of their respective rights and obligations and the purpose of the agreement. This process typically involves negotiations, discussions, and improvements on various aspects of the agreement to ensure that all parties feel fair and satisfied with the agreement they reached.

This analysis shows that the agreement between the parties is not entirely based on legal willingness and consent. There are indications of coercion and fraud impacting the deal, especially in weaker heirs.

Valid Agreement, One of the legal conditions for an agreement is the existence of an agreement between the parties involved. Since the SHM was issued without legal documents, a legal agreement was not reached in this case. **Supporting Documentation and Evidence,** BPN and the defendant cannot show original documents, such as warkah or proof that customary land has been handed over from Ulayat. This indicates that the requirements set out in the agreement are not met. **Illegal Practices, Alleged involvement of the land mafia**

raises suspicions that the issuance of SHM is carried out in an unlawful manner. This shows that no legal agreement has been reached.

- b. **Competence of the Parties:** The legal ability possessed by the parties involved in an agreement to make, bind themselves, and execute the agreement is called the competence of the parties. This proficiency indicates that the parties have the legal capacity recognized by law to act legally in the agreement.

Agreements can be considered valid and binding by ensuring that all parties involved have legal rights. It also protects the parties from potential abuse or fraud that can arise from legal irregularities.

There are doubts about the integrity and validity of the actions of the BPN officials involved, as well as the legal validity of the parties involved, including their capacity and ability to enter into a valid agreement.

The parties to this dispute must meet the minimum age requirement or adulthood and not be under guardianship or guardianship. The parties to the agreement (such as Suwandi Ibrahim, Paulus G. Naput, and Maria F. Naput) must be examined as legally competent adults in this case.

Each party must have the legal capacity to enter into an agreement. That is, their legal status should not limit their rights, as happened under kuratele. Official identities and other legal documents are examples of evidence that supports legal prowess.

- c. **A Certain Thing:** In treaty law, a certain thing refers to an object or achievement that is the main focus of the agreement between the parties. This means that what the parties promise in the agreement must be clear, specific, and easy to know. This is important to ensure that each party has the same understanding of what is expected and agreed upon.

In addition, the determination of a particular thing also includes affirmation that the object of the agreement is something that is legal according to the law and does not violate laws, ethics, or general rules. Therefore, clarity and certainty about "a certain thing" in the agreement provides a solid basis for implementing the agreement and helps to avoid possible controversy between the parties.

The object of the agreement, namely the land in dispute, is described clearly and in detail. However, the lack of clarity in the management and distribution of land after the transfer of ownership creates further conflicts.

Certainty of the Object of the Agreement is the validity of the Certificate; The soil, for example, must be clear and reliable. The issuance of SHM without proof of warkah or original documents in this case doubts the validity and certainty of the object of the agreement.

Land Rights are Land Rights. The land rights that are the subject of the dispute are not clear because the alleged issuance of SHM is not based on valid

documents. Legality and Evidence are supporting documents; Valid documents are required for the validity of the agreement. The absence of an original warkah or customary land handover document from Ulayat shows that the process of issuing a certificate is not legal.

- d. **Halal Cause:** In the law of agreement, halal reason refers to the purpose or reason behind the making of an agreement that must be in accordance with the law, morals, and general. This means that the purpose of the agreement should not be contrary to the rule of law or the moral principles that society recognizes.

In order to be legally valid and enforceable, an agreement must be based on halal reasons. If the reason for the agreement is unlawful or contrary to morality, the agreement is considered invalid and unenforceable.

The purpose and motive behind this agreement must be in accordance with applicable laws and norms. The alleged involvement of the land mafia shows that the motive behind this agreement is not entirely halal and in accordance with the law.

- i. The Legality Process is a Legal Practice: The issuance of SHM must be carried out in accordance with applicable law. The issuance without legal documents in this case raises allegations of illegal acts.
- ii. Document Validity: The absence of proof of legal customary land surrender or original warkah indicates that the reason for the issuance of the SHM is invalid. Party Integrity, Land Mafia Involvement: It is possible that the land mafia and the BPN are involved in this process, which indicates an illegitimate purpose for the issuance of certificates.

4. Elements of the Agreement

The elements of the agreement are important components that must exist in order for the agreement to be considered valid and legally binding. If any of these elements are not met, the agreement may be considered invalid and has no binding legal force.

- a. **Identity of the Parties:** In treaty law, "identity of the parties" refers to clear and complete information about the parties involved in the agreement. This identity includes information such as full name, address, identification number, legal status, and other information necessary to accurately distinguish the parties involved in the agreement.

For administrative and legal purposes such as verification of legal status, risk assessment, and enforcement of rights and obligations in accordance with the terms agreed upon in the agreement, clear identification of the parties is essential. This identity information also ensures that all parties have sufficient legal capacity to enter into an agreement, providing legal certainty and protection for all parties involved.

To ensure the validity of the agreement, complete information about the parties involved must be re-verified.

The identity of the heir of Ibrahim Hanta, the plaintiff, represented by the lawyer Ni Made Widiastanti, SH. The defendant, BPN West Manggarai, and Paulus G. Naput and Maria F. Naput, recipients of the Certificate of Property Rights (SHM). An 11-hectare plot of land in Keranga, Labuan Bajo Village, Komodo District, West Manggarai Regency, NTT, is the object of dispute.

the reason for the lawsuit, the allegation that the SHM was issued without valid documents, and the suspicion that there were illegal acts carried out during the process of issuing the certificate. Legal Action: This case was reported to the Labuan Bajo District Attorney's Land Mafia Task Force on January 8, 2024.

- b. **Purpose of Agreement:** The purpose of an agreement is the outcome that the parties involved in the agreement want to achieve. In general, this goal indicates the desire of the parties to establish a legal relationship or achieve a certain outcome through mutual consent.

Business agreements, such as mergers or acquisitions, have more complex purposes. The purpose of a merger or acquisition is usually to merge or acquire other companies to increase growth or synergy.

To prevent further conflicts, a detailed description of the land that is the object of the agreement should be created. The Plaintiff (Ibrahim Hanta's heir) aims to maintain the ownership rights of the legitimate inherited land and seek justice for the alleged abuse of authority by BPN and the cancellation of the illegally issued SHM. The Defendant (BPN West Manggarai and the SHM Recipient) aims to claim ownership of the issued land and maintain the legality of the issued SHM, despite alleged errors in the issuance process.

- c. **Terms and Conditions:** The terms and conditions of the agreement include all terms, conditions, and obligations set forth by the parties involved in the agreement. It includes all the technical, legal, and commercial details that govern the relationship between the parties and establish their rights and obligations in executing the agreement.

The terms of the agreement include the elements of law that govern the implementation of the agreement, such as the applicable law, dispute resolution, and the process of modification or termination of the agreement. The terms of the agreement may also include specific clauses, such as clauses limiting liability or termination clauses.

An agreement, with clear and unambiguous terms and conditions, can help the parties understand their rights and obligations clearly, which reduces the risk of future disputes or disagreements. It also ensures that the agreement can be properly implemented and in accordance with the original intentions of the parties.

To ensure justice, the conditions that must be met by the parties in the implementation of the agreement must be strictly enforced.

The parties are Suwandi Ibrahim as the plaintiff, the National Land Agency (BPN) of West Manggarai, Paulus G. Naput and Maria F. Naput as the owners of the disputed certificates are the parties to the agreement. The object of the agreement is 11 hectares of land in Keranga, Labuan Bajo Village, Komodo District, West Manggarai Regency, NTT.

In this case, BPN West Manggarai issued two Certificates of Property Rights (SHM) without evidence of valid documents, which allegedly involved illegal acts.

BPN must present original documents, such as Warkah or proof of handover of customary land from Ulayat, for the issuance of the certificate. As the heir, Suwandi Ibrahim is entitled to the recognition of legal land ownership.

- d. **Signature and Legalization:** In law, a signature refers to a physical or electronic act that indicates a person's consent or agreement to a particular document or agreement. This signature serves as proof that the relevant party has read, understood, and agreed to the contents of the document.

Legalization is the process of granting validity or legalization of a document or signature by an authorized party, such as a notary or a relevant government office. This process may include checking identity, the validity of the signature, or testifying that the signature was done voluntarily and with complete knowledge of the contents of the signed document.

Signatures and legalization are essential to ensure the validity of legal documents, such as agreements, deeds, or other official letters. This ensures that the document is legally valid and can be defended before a court or other third party. The signing and legalization of agreements must be carried out clearly and in accordance with legal procedures.

Signature of Interest: To ensure that the agreement is agreed upon and approved, the signatures of the parties involved are required. If the SHM is issued without an original warkah or proof of a valid customary land surrender, the relevant party must sign it.

The absence of legal documents supporting SHM issued by BPN West Manggarai is suspected to have not been carried out through proper legal procedures. and Official Documentation: The absence of official documentation, such as the original warkah, can make the certificate invalid.

CONCLUSION

The case of Ibrahim Hanta's inherited land dispute in West Manggarai shows how the agreement was carried out and was valid. As a result of the analysis, there are strong suspicions that the land mafia is involved and that the terms of the valid agreement have been breached. The agreement must be thoroughly examined taking into account its elements and evidence.

To ensure fairness for all parties involved, the application of clear and fair laws is essential. These results show that Indonesia's land system must be reformed to eliminate land mafia practices that harm society and to increase public trust in the legal system and land institutions.

In the context of the implementation of agreements, it becomes clear that the process of forming agreements is not always fair and open. There is a high possibility that the land mafia is involved in the manipulation of the land administration process, which should be carried out by the National Land Agency (BPN) to ensure that all processes are carried out in accordance with the law. The involvement of unauthorized third parties and corrupt practices puts the integrity of Indonesia's legal system in significant danger. There is a discrepancy between the interests of the parties involved in the content of the agreement in this case. An unclear treaty document and not understanding the legal implications of the agreed terms is a big problem for the weaker parties in the negotiations such as the experts of land war.

In this situation, the terms of a valid agreement such as the agreement of the parties, legal prowess, and the absence of pressure or fraud are also questionable. The rights of the community are not well protected during the process of forming agreements. This will be an important lesson for future legal training. The identities of the parties involved in the agreement, an accurate description of the object of the agreement, and terms and conditions that are fair to each party should be part of the complete and detailed elements of the agreement. To prevent abuse of authority and manipulation, transparency and integrity in the agreement process and legalization of agreements are essential.

In conclusion, the case of Ibrahim Hanta's inherited land dispute shows that Indonesia's land system must be reformed. Improving a fairer, more efficient, and transparent system must be the government's top priority to address the challenges faced by communities in protecting land rights. This reform not only improves regulations but also increases public trust in institutions that handle land administration. Based on the case of Ibrahim Hanta's inheritance, this article aims to provide a deeper understanding of the dynamics of land disputes in Indonesia, in particular. It is hoped that the analysis provided can help improve social justice, legal protection, and institutional integrity in Indonesia.

BIBLIOGRAPHY

Anggoro, D. W., & Savitri, M. S. (2016). Normative Juridical Review of the Transfer of Land Rights Due to Inheritance According to Government Regulation Number 24 of 1997 concerning Land Registration. *Journal of Legal Panorama*, 1(1), 73-86.

Anggraeny, I., & Al-Fatih, S. (2020). Agreements in agreements and their relevance as an effort to prevent default. *De Lega Lata: Journal of Legal Sciences*, 5(1), 57-66.

Aristiawati, A. K. F., & Nugroho, M. W. (2022). The urgency of BPJS Kesehatan as a condition for the application for registration of the transfer of land rights due to buying and selling. *Rechtenstudent*, 3(1), 116-133.

Dahayu, C. S., & Budhisulistiyawati, A. (2020). Juridical Review of the Implementation of Partnership Cooperation Agreements (Case Study at Brownies Cinta Sragen Branch). *Journal of Private Law*, 8(1), 70-77.

Fadilla, J. F., & Erni, D. (2023). Legal certainty related to the authority of the Notary in certifying the deed of minutes of the GMS held electronically. *JISIP (Journal of Social Sciences and Education)*, 7(1), 49-63.

Hetharie, Y. (2019). Nominee Agreement as a Means of Controlling Land Ownership Rights by Foreign Citizens (WNA) According to the Civil Code. *Sasi*, 25(1), 27-36.

Jahri, A. (2016). Protection of debtor customers against standard agreements containing exoneration clauses at commercial banks in Bandarlampung. *Fiat Justisia: Journal of Legal Sciences*, 10(1).

Kamaruddin, S. (2022). Implementation of mudharabah and musharakah contracts in sharia financial technology with a benefit approach. *Al-Mashrafyah: Journal of Sharia Economics, Finance, and Banking*, 1-17.

Luthfi, F. (2017). Juridical Implementation of the Position of the Memorandum of Understanding (MoU) in the Indonesian Treaty Legal System. *Sharia: Journal of Law and Thought*, 17(2), 179-202.

Misbahuddin, M. (2023). *The Binding Power of Insurance Agreements According to Legal Provisions in Indonesia* (Doctoral dissertation, Indonesian Christian University).

Polontalo, E. M. R., Kasim, N. M., & Thalib, M. C. (2023). Legal Position and Consequences Between the Transfer of Land Rights through Sale and Purchase Receipts with Testamentary Grants (Dispute Study in Tabumela Village, Tilango District, Gorontalo Regency). *Journal of Citizenship*, 7(1), 751-762.

Prasetyo, H. (2017). Legal Renewal of Sportentertainment Agreement Based on the Value of Justice. *Journal of Law Reform*, 4(1), 66.

Purba, A. W. (2018). LEGAL PROTECTION FOR PARTIES IN ONLINE BUYING AND SELLING TRANSACTIONS ACCORDING TO LAW NO. 11 OF 2008 CONCERNING INFORMATION AND ELECTRONIC TRANSACTIONS OF JOURNALS.

Sinaga, N. A. (2020). Implementation of the rights and obligations of the parties in the law of the agreement. *Scientific Journal of Aerospace Law*, 10(1).

WULANDARI, W. (2024). *LEGAL PROTECTION FOR LAND RIGHTS OWNERS IN THE PROCESS OF CHANGING THE NAME AFTER THE FIRE OF THE BREBES REGENCY LAND OFFICE* (Doctoral dissertation, Sultan Agung Islamic University, Semarang).

Zulidan, M. K. (2023). *IMPLEMENTATION OF BINDING SALE AND PURCHASE AGREEMENT (PPJB) IN LAND AND BUILDING RIGHTS TRANSFER TRANSACTIONS IN PEKALONGAN REGENCY (Case Study at Notary Office/PPAT Sugiyanto SH, M. Kn)* (Doctoral dissertation, Sultan Agung Islamic University, Semarang).

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