

## Legal Authority of Religious Courts in Annulment of Land Sale Deeds in Indonesia; Jurisdictional Overlaps and Legal Implications

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### Abstract

The Religious Court (Pengadilan Agama) and the District Court (Pengadilan Negeri) exercise distinct jurisdictions in civil matters, yet jurisdictional ambiguity often arises in cases involving sale and purchase deeds. In Indonesian civil law, such deeds are crucial legal instruments serving as definitive proof of the transfer of ownership rights. The core legal controversy lies in whether the Religious Court possesses the authority to annul sale and purchase deeds – a matter traditionally under the District Court's jurisdiction. This study critically examines the authority of the Religious Court in such annulments and the ensuing legal consequences. Employing a normative juridical method with a descriptive-analytical and case approach, the research reveals that while annulment should formally fall under the District Court, the Religious Court may adjudicate when the parties are Muslims. Such annulments carry significant implications, including the restitution of land rights to the aggrieved party and the potential for compensation claims.

## INTRODUCTION

The Religious Court and the District Court are both courts that handle civil matters. Whether between individuals or between an individual and a legal entity, as long as it aligns with the procedures established by law and upholds justice and public benefit.<sup>1</sup> The division of authority between the District Court and the Religious Court in handling matters related to deeds of sale and other civil issues lies in the nature of the case. Civil law encompasses a wide range of issues, which are explained in practice. One of the issues in civil law concerns buying and selling, which falls under commercial law, a subfield of civil law. Commercial law regulates matters of contracts and obligations as outlined in Book III of the *Burgerlijk Wetboek* (BW). The act of buying and selling is one of the most common civil transactions performed by individuals to acquire ownership of a property or item. It is regulated under Articles 1457-1458 of the *Kitab Undang-Undang Hukum Perdata* (Civil Code), particularly regarding land sales, where most of a person's property is transferred through the act of delivery by the seller.

Article 1457 of the *Kitab Undang-Undang Hukum Perdata* (Civil Code) stipulates that a sale and purchase is an agreement in which one party (the seller) binds themselves to transfer an item, and the other party (the buyer) binds themselves to pay the agreed price.<sup>2</sup> A Deed of Sale and Purchase, commonly referred to as AJB, is a document that serves as evidence of the transfer of ownership from the seller to the buyer. The creation of the Deed of Sale and Purchase/AJB must be carried out and executed by a notary in the presence of a notary, in accordance with the laws governing the process of notarial deed creation.

A land deed created before a PPAT (Pejabat Pembuat Akta Tanah) serves as evidence of the execution of a specific legal act involving land as the object, thereby enabling the transfer of land rights to be registered at the local Land Office.<sup>3</sup> The strength of a deed of sale and purchase is as evidence that a legal act has indeed been carried out by the parties involved. This deed, created by a Pejabat Pembuat Akta Tanah (PPAT) or a temporary PPAT, is executed on a cash basis and simultaneously proves the transfer of land rights to the recipient. The transfer of rights can only be registered if it is evidenced by a deed

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<sup>1</sup> Abd Muni. "Penyelesaian Sengketa Hak Milik dan Keperdataan Lain di Pengadilan Agama", *Kariman: Jurnal Pendidikan Keislaman* 7, no 2 (31 décembre 2019) : 299-314. <https://doi.org/10.52185/kariman.v7i2.114>.

<sup>2</sup> Pasal 1457 Kitab Undang-Undang Hukum Perdata

<sup>3</sup> Kholidah et al., *Notaris dan PPAT di Indonesia Aplikasi Teori dan Praktik dalam Pembuatan Akta* (Bantul : Semesta Aksara, 2024).

of sale and purchase (AJB) created by a Pejabat Pembuat Akta Tanah (PPAT) or a temporary PPAT.<sup>4</sup>

In Indonesia, the resolution of civil disputes is divided into several stages, starting with family settlement or negotiation. If these efforts fail or do not lead to an agreement, a lawsuit can be filed in court, and the trial process will proceed according to the applicable procedural law. A Deed of Sale and Purchase (AJB) is categorized as an authentic deed because it documents an event of the transfer of ownership through a legal act of sale and purchase and is created by a notary in the presence of the notary. The Deed of Sale and Purchase (AJB) can serve as evidence in civil dispute resolution as an authentic deed.<sup>5</sup> A sale and purchase can occur due to an agreement made between the seller and the buyer, and for the agreement to be valid, it must meet the requirements of a valid contract. The requirements for a valid contract are outlined in Article 1320 of the *Kitab Undang-Undang Hukum Perdata* (Civil Code), which state that: 1) there must be an agreement between those who bind themselves, 2) the parties must have the capacity to enter into an obligation, 3) the subject matter must be specific, and 4) the cause must be lawful.<sup>6</sup>

The existence of judicial institutions is a *conditio sine qua non*, meaning something that is absolutely necessary, because it functions as an institution that resolves disputes. The judiciary refers to everything or a process carried out in court related to the task of examining, deciding, and adjudicating cases by applying the law and/or finding the law *in concreto* (judges apply legal regulations to the facts presented before them to be adjudicated and decided) in order to uphold and ensure compliance with material law, using procedural methods established by formal law.<sup>7</sup> Law Number 48 of 2009 on the Judicial Authority, as stated in Article 25, paragraph 1, stipulates that judicial bodies under the Supreme Court include judicial bodies within the general judiciary, religious courts, military courts, and administrative courts. The religious court, as referred to in paragraph (1), has the authority to examine, adjudicate, decide, and resolve cases between individuals of the Islamic faith in accordance with the provisions of applicable laws and regulations.<sup>8</sup>

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<sup>4</sup> Yeni Puspita Dewi, Tina Marlina, et Irma Maulida. "Kekuatan Akta Jual Beli (AJB) Atas Tanah Dalam Proses Menjadi Sertipikat Hak Milik (SHM)", *Hukum Responsif* 11, no 2 (2020) : 86-92.

<sup>5</sup> Najma Syamila, Michellena, et Salsabillah Ayu Puspita. "Akta Jual Beli (AJB) Sebagai Alat Bukti Dalam Penyelesaian Sengketa Wanprestasi Jual Beli Tanah (Studi Putusan Pengadilan Negeri Tanjungkarang Nomor 172/PDT.G/2018/PN.TJK)", *Jurnal Kewarganegaraan* 8, no 1 (2024) : 1013-23.

<sup>6</sup> Dewi, Marlina, et Maulida, "Kekuatan Akta Jual Beli (AJB) Atas Tanah Dalam Proses Menjadi Sertipikat Hak Milik (SHM)".

<sup>7</sup> L. Sudirman, *Hukum Acara Peradilan Agama* (Parepare : IAIN Parepare Nusantara Press, 2021).

<sup>8</sup> Undang-Undang Nomor 48 Tahun 2009 Tentang Kekuasaan Kehakiman

The Religious Court is one of the legitimate judicial bodies of the Indonesian state, which is a special court with jurisdiction over certain Islamic civil matters for Muslims in Indonesia. As is known, the Religious Court is a civil and Islamic court in Indonesia, so it must comply with both state legislation and Islamic sharia. Therefore, all regulations, whether derived from state laws or Islamic sharia, govern how to proceed before the Religious Court in resolving cases, in order to realize the material Islamic law that falls under the jurisdiction of the Religious Court.<sup>9</sup> However, despite these legal foundations, scholarly debates and several prior court decisions reveal persistent ambiguity and overlap regarding the jurisdiction of the Religious Court, particularly in cases involving the annulment of sale and purchase deeds. Existing literature discusses the limits of the Religious Court's authority and highlights jurisdictional tensions with the District Court, especially in civil matters related to property disputes. This overlap raises significant legal uncertainties that affect both litigants and judicial processes.

While some studies have explored these issues, there remains a lack of comprehensive analysis on how such jurisdictional conflicts impact the enforcement of property rights and the consistency of judicial decisions. This unresolved gap justifies the necessity of the present study, which aims to critically examine the authority of the Religious Court in annulment cases and their broader legal implications, contributing to the ongoing discourse on judicial dualism and jurisdictional overlap in Indonesia. Based on Article 49 of Law Number 3 of 2006 on Amendments to Law Number 7 of 1989 concerning Religious Courts, the religious courts are tasked with and authorized to examine, adjudicate, and resolve cases at the first level involving individuals of the Islamic faith in the areas of marriage, inheritance, wills, gifts, endowments (waqf), zakat, infaq, shadaqah, and Islamic economics.<sup>10</sup> This matter falls under the exclusive authority of the religious court to adjudicate and examine civil cases as stipulated in Article 48 of Law Number 3 of 2006. However, there exists a court ruling that subsequently adjudicates civil cases related to sale and purchase agreements, which should be within the jurisdiction of the district court.

Based on the brief description above, the author formulates several issues that require further examination, namely: first, regarding the legal basis for the religious court's authority in adjudicating sale and purchase agreements. Second, regarding the legal consequences arising from the annulment of a sale and purchase agreement by the religious court. These issues are important to understand in order to determine the

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<sup>9</sup> L. Sudirman, *Hukum Acara Peradilan Agama*.

<sup>10</sup> Undang-Undang Nomor 3 Tahun 2006 Tentang Perubahan Atas Undang-Undang Nomor 7 Tahun 1989 Tentang Peradilan Agama.

boundaries of the religious court's jurisdiction and the legal impacts that may result from such annulment decisions

## **RESEARCH METHODS**

This research employs a normative juridical approach with a descriptive-analytical method to analyze the authority of the Religious Court in adjudicating cases of annulment of sale and purchase agreements. The normative juridical analysis begins by examining primary, secondary, and tertiary legal materials normatively, using a conceptual approach and relevant legislation, or other approaches deemed appropriate for the issue under study.<sup>11</sup> This approach includes a study of the applicable legal norms, legal structure, evaluation of horizontal and vertical compliance, legal comparison, as well as a historical legal study. In addition, this research also adopts a case approach to obtain an overview of the application of norms within the legal framework and its practical implementation, by examining the judge's reasoning (*ratio decidendi*) in adjudicating a case.<sup>12</sup> The object of this research is the authority of the Religious Court in adjudicating cases of annulment of sale and purchase agreements.

This research employs a normative juridical approach complemented by a case approach to analyze the authority of the Religious Court in adjudicating annulment cases of sale and purchase agreements. The normative juridical analysis examines primary, secondary, and tertiary legal materials normatively, utilizing a conceptual framework, relevant legislation, and doctrinal opinions. This methodology includes studying applicable legal norms, legal structures, horizontal and vertical compliance evaluations, comparative legal analysis, and historical legal study. The case approach serves to provide empirical insight by analyzing judges' reasonings (*ratio decidendi*) in relevant decisions, though the selection criteria and number of cases analyzed should be clarified further to strengthen methodological transparency and rigor. This alignment of normative and case-based analysis supports a comprehensive understanding of both the legal framework and its practical application within Indonesia's dual judicial system. While the methodological section outlines appropriate tools, distinguishing between statute analysis, jurisprudence evaluation, and doctrinal synthesis more explicitly would enhance clarity. Further, justifying how these methods address the core research questions on jurisdictional authority would reinforce the methodological coherence

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<sup>11</sup> Wiwik Sri Widiarty, *Metode Penelitian Hukum* (Yogyakarta : Publika Global Media , 2024).

<sup>12</sup> Eva Shofia Fitriati. "Analisis Putusan Nomor 1313 K/Ag/2023 Mengenai Kriteria Sengketa Ekonomi Syariah Dalam Kewenangan Absolut Pengadilan Agama", *Indonesian Journal of Islamic Jurisprudence, Economic and Legal Theory* 3, no 1 (7 janvier 2025) : 366-88. <https://doi.org/10.62976/ijjel.v3i1.938>.

## **RESULTS AND DISCUSSION**

### **1. The Legal Basis for the Authority of the Religious Court in Adjudicating Sale and Purchase Agreement Cases**

The Religious Court is one of the specialized courts in Indonesia. The other two specialized courts are the Military Court and the Administrative Court. It is referred to as a specialized court because the Religious Court adjudicates specific cases or those concerning certain groups of people. In this regard, the Religious Court has jurisdiction only in certain civil matters and does not cover all other Islamic civil matters, nor does it include criminal cases, and is specifically designated for Muslims in Indonesia.<sup>13</sup>

The cases resolved in the Religious Court hearings are specific Islamic civil matters, and as such, the procedural law used is part of the discussion on civil procedural law. Civil procedural law, according to several legal experts, is a set of regulations governing the mechanisms by which individuals act before the court and vice versa, as well as how the court must act in the implementation of substantive civil law.<sup>14</sup> The Religious Court, in exercising its authority to adjudicate cases, must adhere to the principles of religious court procedural law, namely the Principle of Actor Sequitur Forum Rei and the Principle of Actor Sequitur Forum Sita. According to the Principle of Actor Sequitur Forum Rei, the Religious Court has the authority to examine a claim at the defendant's place of residence, or the claim must be filed with the court where the defendant resides, as stipulated in Article 118, paragraph 3 of the HIR. On the other hand, the Principle of Actor Sequitur Forum Sita means that a lawsuit can be filed in a court where the immovable property is located, as outlined in Article 118, paragraph 3 of the HIR in conjunction with Article 142, paragraph 5 of the RBg.

The principles applicable in the Procedural Law of the Religious Court are the same as those in general civil procedural law, supplemented by the principles found in the foundations of the Religious Court as outlined in Law Number 7 of 1989 in conjunction with Law Number 3 of 2006, and Law Number 50 of 2009. This is because the sources of law for the Procedural Law of the Religious Court are based on the same principles as those in general civil procedural law, with additional provisions specifically for the Religious Court.<sup>15</sup>

The mention of these general principles serves to distinguish them from the specific principles inherent in particular studies. These principles act as general guidelines in

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<sup>13</sup> Abdul Manan, *Pengadilan Agama Cagar Budaya Nusantara Memperkuat NKRI* (Jakarta : Prenadamedia Group, 2019).

<sup>14</sup> Khoirur Rofiq, *Hukum Acara Peradilan Agama* (Semarang : Rafi Sarana Perkasa, 2022).

<sup>15</sup> Rofiq.

implementing the spirit of the law and the entire formulation of its articles. Therefore, the approach to interpretation, application, and implementation must not deviate or contradict the explicit and implicit spirit and essence embedded in each of the general principles.<sup>16</sup> The authority of the Religious Court is fundamentally closely related to the implementation of Islamic law as a living law in society. This has been the case since the emergence of Snouck Hurgronje's receptive theory, which once limited the jurisdiction of the Religious Court from handling inheritance matters, as it was considered not yet part of customary law. Based on the influence of this theory, the jurisdiction of the Religious Court was restricted to handling issues such as divorce, alimony, talak (divorce declaration), and reconciliation.<sup>17</sup>

The authority of the Religious Court to simultaneously adjudicate property disputes related to the objects as referred to in Article 49 of Law Number 3 of 2006 represents the legitimacy of efforts to simplify and unify the judicial process, as well as a reflection of the principle of a simple, fast, and low-cost trial. It has been argued that it is impractical for a legal process to require the same case, with identical subjects, objects, and main issues, to be handled by two different judicial forums. It is important to understand that even though the legal subjects are Muslims, the Religious Court does not have the authority to resolve property disputes if the dispute stands alone, without being combined with other disputes, such as inheritance disputes, joint property disputes, wills, gifts, waqf, or sharia economic disputes. This is why property disputes and other civil matters in the Religious Court cannot stand alone, as they are closely related to matters outlined in Article 49 of the Religious Court Law. Property disputes and other civil matters entering the Religious Court are not considered standalone cases, meaning they must be combined with the provisions of Article 49 of Law No. 3 of 2006 in conjunction with Law No. 50 of 2009 on the Religious Court.<sup>18</sup>

The annulment of a sale and purchase agreement should, in principle, be under the exclusive jurisdiction of the district court. However, since the parties involved are Muslim, the Religious Court has a strong legal basis to examine, rule on, and adjudicate the sale and purchase agreement case, as demonstrated by the Religious Court decision number 0190/Pdt.G/2017/PA.Mtr. This has since become a normative jurisprudence under Law Number 3 of 2006, as stated in Article 49, which asserts that the Religious Court is tasked with and has the authority to examine, adjudicate, and resolve cases at

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<sup>16</sup> Rofiq.

<sup>17</sup> Endang Hadrian et Hoirullah, *Hukum Acara Peradilan Agama (Teori dan Praktik) Cetakan ke-1* (Depok : Rajawali Pers, 2024).

<sup>18</sup> Muni, "Penyelesaian Sengeketa Hak Milik dan Keberdataan Lain di Pengadilan Agama.

the first instance level among Muslims in the areas of: marriage, inheritance, wills, gifts, waqf, zakat, infaq, sadaqah, and sharia economy. Furthermore, in Article 50, paragraph 2, it is stipulated that, in principle, if a property dispute arises between Muslims, the object of the dispute shall be decided by the Religious Court along with other matters as referred to in Article 49.<sup>19</sup>

Property disputes and other civil matters, in practice, are often difficult to consolidate with other cases because they stand alone. The issue of the annulment of a sale and purchase agreement, for example, raises several questions regarding property disputes and other civil matters that occur in the Religious Court. This is because, in Article 50, paragraph (2), it is stated that if the legal subjects are Muslims, the object of the dispute shall be decided together in the Religious Court. The use of the term "together" suggests that the dispute must be cumulative with other matters. However, civil disputes cannot be easily consolidated with other disputes unless there is a strong connection between them.<sup>20</sup>

In discussing the validity of a sale and purchase agreement for land, there are differing opinions among judges, as seen in the case of peninjauan kembali (PK) at the Mahkamah Agung. In a study conducted by Magfirah and Jamin, they highlighted that in the PK decision number 833/PK/Pdt/2018, the judge stated that the sale and purchase agreement for land executed underhand was null and void by law, as it did not meet the requirements stipulated in government regulations regarding land registration.<sup>21</sup> This opinion is in contrast to the previous decision at the cassation level, which considered the agreement valid, even though it was made informally, as long as it met the requirements in Article 1320 of the Civil Code (KUHPerdara), which include the agreement of the parties, the capacity of the parties involved, a clear object, and a lawful cause.<sup>22</sup>

On the other hand, Lubis, Purba, and Ikhsan, in their research, state that even though a land sale and purchase agreement is made underhand, the evidentiary strength of the Perjanjian Pengikatan Jual Beli (PPJB) remains valid if it follows the procedures set forth in the law, such as those outlined in Law No. 30 of 2004 concerning the Position of Notary and the Civil Code (KUHPerdara) Article 1338. They emphasize that the existence of the

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<sup>19</sup> Undang-Undang Nomor 3 Tahun 2006 Pasal 49

<sup>20</sup> Muni, "Penyelesaian Sengeket Hak Milik dan Keperdataan Lain di Pengadilan Agama".

<sup>21</sup> Futuhatul Magfirah et Mohammad Jamin. "Juridical Analysis of Differences in Supreme Court Judges Decisions on the Validity of the Sale and Purchase Agreement of Underhanded Land", *International Journal of Science and Society* 4, no 2 (23 juin 2022) : 277-90. <https://doi.org/10.54783/ijssoc.v4i2.469>.

<sup>22</sup> Muhammad Miswari Lubis, Hasim Purba, et Edy Ikhsan. "Legal Analysis of the Sale and Purchase Agreement (PPJB) Against Sellers Who Do Not Want to Sign the Sale and Purchase Deed (AJB) (Study of Decision Number: 34/Pdt G/2020/PN Cbi)", *International Journal of Law Analytics* 3, no 2 (23 mai 2025) : 129-46. <https://doi.org/10.59890/ijla.v3i2.3>.



PPJB as valid evidence in land sale and purchase transactions can still bind the parties even if it is not done through a notary, as long as all material requirements are met.<sup>23</sup>

Regarding the implementation of an underhand land sale and purchase agreement, Yirangkat and Isharyanto suggest that although a sale and purchase transaction can occur without the presence of a Pejabat Pembuat Akta Tanah (PPAT), the transfer of land rights must still be recorded through a valid deed made by the PPAT to be legally valid. They explain that an underhand sale and purchase agreement can be recognized as valid if it meets the material requirements in accordance with customary law and government regulations. In conclusion, despite differences in practice and legal decisions, the validity of a sale and purchase agreement for land executed underhand remains a legal issue that requires consideration from various legal aspects, including compliance with applicable regulations and evidentiary strength in court.

## **2. Legal Consequences of the Annulment of a Sale and Purchase Agreement by the Religious Court**

The annulment of the Akta Jual Beli (AJB) by the Religious Court has significant legal consequences, both for the parties involved and for the legal status of the object being traded. One relevant case example is Decision No. 73/Pdt.G/2013/PN.Btl, where the Religious Court annulled Akta Jual Beli (AJB) No. 032/2012 because Defendant I's whereabouts were unknown and failed to fulfill the payment obligations to the Plaintiff, thus being considered in breach of contract. The legal consequences of this annulment included the return of Sertifikat Hak Milik (SHM) No. 03763 to the Plaintiff, Defendant I losing rights to the land, and Defendant II being required to surrender the relevant documents to the Plaintiff.<sup>24</sup> In addition, other research has shown that the annulment of a sale and purchase agreement by the Religious Court can result in losses for the buyer, such as costs incurred for the purchase and transfer, which can be claimed as a demand for compensation.<sup>25</sup> This highlights the importance of clarity and legal certainty in sale and purchase transactions, so that the rights of the parties involved are well protected.

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<sup>23</sup> Lubis, Purba, et Ikhsan.

<sup>24</sup> Selma Azama Shibghatillah et Budi Santoso. "Analisis Yuridis Akibat Hukum Pembatalan Akta Jual Beli Tanah Oleh Hakim Dalam Putusan No. 73/Pdt.G/2013/PN.Btl", *Notarius* 15, no 1 (29 april 2022) : 51-67. <https://doi.org/10.14710/nts.v15i1.46024>.

<sup>25</sup> Rifda Karimah. "Analisis Yuridis Terhadap Akibat Hukum Pembatalan Akta Jual Beli Karena Status Kepemilikan Yang Tidak Sah (Studi Putusan Mahkamah Agung Nomor 2514 K/Pdt/2019)", *Jurnal Perspektif Hukum* 1, no 2 (2020) : 35-57.

The sale and purchase deed made by the Pejabat Pembuat Akta Tanah (PPAT) is an authentic deed that holds perfect evidentiary power.<sup>26</sup> According to Article 1869 of the Civil Code (KUHPPerdata), an authentic deed may lose its evidentiary power and be considered a private deed if it is made by an unauthorized official or if the deed is defective in form. Therefore, a sale and purchase deed made by the PPAT must meet the formal and material requirements set by applicable regulations in order to maintain its perfect evidentiary power.<sup>27</sup> An authentic deed can also be annulled because not all authentic deeds meet the requirements and provisions established by law. There are many forms of authentic deeds, one of which is the land sale and purchase deed, which is very commonly known. This is because in order to conduct a land sale, a land sale and purchase deed must exist, which will later serve as the legal basis for the issuance of the certificate for the land in question.<sup>28</sup> A sale and purchase deed annulled by a judge will subsequently affect the land ownership certificate that has been transferred to the buyer's name. The provisions regarding the annulment of a PPAT deed are stated in Article 45, paragraph (1), letter f of Law Number 24 of 1997, which stipulates that the Head of the Land Office may refuse to register the transfer or encumbrance of rights if the legal action evidenced by the PPAT deed is void or annulled by a court decision that has permanent legal force.

The explanation of Article 45, paragraph (1) states: "The PPAT deed is a tool to prove that a legal action has been carried out. Therefore, if the legal action is void or annulled, the related PPAT deed no longer functions as evidence of the legal action. If the legal action has already been registered at the Land Office, then the land registration following the annulment of the legal action must be based on other evidence, such as a court decision or a PPAT deed regarding a new legal action.". The legal consequences arising from the annulment of a sale and purchase deed by a judge are that all conditions must be returned to their original state as if the legal action in the deed had never occurred. Thus, the other party in the agreement that has already received the performance from the other party is obligated to return it. The consequences of the annulment of the agreement are regulated in Articles 1451 and 1452 of the Civil Code (KUHPPerdata). According to Article 1452, the annulment based on coercion, misrepresentation, or fraud

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<sup>26</sup> Yulia Syanu Citra Pertiwi, Fendi Setyawan, et Firman Floranta Adonara. "Autentikasi Akta Pejabat Pembuat Akta Tanah Yang Pengesahan Aktanya Tidak Sesuai Pada Saat Penandatanganan Para Pihak Dihadapan Pejabat Pembuat Akta Tanah", *Mimbar Yustitia* 5, no 2 (2020): 146-56.

<sup>27</sup> Azwardi et Arum.

<sup>28</sup> Alfian Rahmad. "AKibat Hukum Pembatalan Akta Jual Beli yang Dibuat oleh Pejabat Pembuat Akta Tanah Sementara (Studi Kasus Putusan Pengadilan Negeri Padang Nomor : 121/Pdt.G/2015/PN.Pdg)" (Universitas Andalas, 2024).

also results in the goods and parties involved being restored to their condition as it was before the contract was made. Based on this provision, the other party in the agreement that has already received the performance from the other party is required to return it.<sup>29</sup>

## **CONCLUSION**

Based on the research findings, it can be concluded that the authority of the Religious Court in adjudicating the annulment of a sale and purchase deed – although traditionally under the jurisdiction of the District Court – is considered acceptable when the parties involved are Muslims. This aligns with the provisions in the Religious Court Law, which grants the Religious Court authority to handle certain civil disputes involving Muslim legal subjects, including matters related to sale and purchase deeds, provided they meet the applicable legal requirements. However, this jurisdictional overlap raises significant legal and procedural challenges that affect legal certainty and the consistency of judicial decisions. The annulment of a sale and purchase deed by the Religious Court results in the restitution of land rights to the aggrieved party and potential compensation claims, based on provisions in the Civil Code (KUHPdata) concerning annulment due to fraud, coercion, or misrepresentation.

Given the ongoing ambiguity between the Religious Court and District Court jurisdictions, there is a pressing need for clearer legislative guidance or Supreme Court regulations to harmonize the dual court system. Such reforms would enhance legal certainty, protect the rights of litigants, and strengthen public confidence in Indonesia's judicial institutions.

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<sup>29</sup> Lovita Apriliana Sari Pinem, Hasim Purba, et Suprayitno Suprayitno. "Pembatalan Akta Jual Beli Ppat Yang Mengakibatkan Peralihan Hak Atas Objek Sengketa Tanah (Studi Kasus Putusan Mahkamah Agung Republik Indonesia Nomor 1572 K/Pdt/2023)", *JIIIC: Jurnal Intelek Insan Cendikia* 1, no 9 (2024) : 4504-17.

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