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Legal Analysis of Conditional Land Sale Agreements: A Case Study of Supreme Court Decision No. 984 K/Ag/2023

Lidya Thalia[1*], Tetty Marlina Tarigan[2]
[1]*E-mail: thaliadita95@gmail.com*
[2]*E-mail: tettymarlina@uinsu.ac.id*
[1,2]*Universitas Islam Negeri Sumatera Utara, Indonesia*
*corresponding author

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Abstract

Land disputes in Indonesia continue to increase, indicating that landowners have not yet obtained optimal legal certainty and protection, particularly in conditional land sale and purchase agreements where the land is used as collateral through a mortgage by a third party. This study aims to analyze the legal protection available to landowners under payment schemes linked to house sales and to examine judicial considerations in granting landowners the right to settle a debtor's outstanding debt. This focus offers a novel contribution by addressing a legal framework that has received limited attention in previous studies. The research employs a normative legal approach with a descriptive-analytical design, using grammatical, systematic, and case-based legal interpretation. Data were collected through literature reviews of legislation, court decisions, and legal doctrines and analyzed qualitatively. The findings reveal that disputes primarily arise from unclear conditional agreements. Although the contractual structure formally complies with Articles 1253 and 1263 of the Civil Code concerning conditional and suspensive agreements, its implementation often creates legal uncertainty and weakens legal protection for the parties involved. The study further finds that judges' decisions to allow landowners to repay the debtor's remaining financing obligations in order to safeguard their collateral rights are consistent with the principles of legal certainty and mortgage law. Theoretically, this research enriches the development of conditional contract law, while practically it provides guidance for parties engaged in land transactions involving conditional payment arrangements.

INTRODUCTION

Land is a crucial component for supporting human survival. In the process of transferring land rights, people often conduct land purchase and sale transactions through agreements.[1] Contract law plays a crucial role in everyday life, particularly in the context of current housing development, coupled with advances in the construction sector, which have led to increasingly rapid interactions between individuals.[2] In practice, not all land sales and purchases are conducted in cash through a Deed of Sale and Purchase (AJB). Many parties first enter into conditional agreements, particularly in schemes where payment of the land price is contingent on the sale of the housing unit to be built on the land.[3] In practice, this pattern has developed due to real community needs, but on the other hand, it creates legal complexities, especially when the events that constitute the condition do not proceed as planned.[4]

This type of conditional agreement practice carries significant legal risks, leading to land disputes. The number of land disputes in Indonesia continues to rise, with more than 3,000 cases handled between October 2024 and October 2025, according to official data from the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN).[5] These cases encompass disputes, conflicts, and land matters involving a wide range of issues. This situation confirms that land legal disputes have not yet fully achieved optimal legal certainty and protection.[6]

In civil law, conditional obligations are understood through the concept of a conditional obligation (opschortende voorwaarde), namely an obligation whose implementation is dependent on an event that may occur and is not certain to occur.[7] Problems arise when these conditions are not met or when the implementation of the agreement deviates from the agreed terms, leading to disputes over when the payment

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[1] Ibrahim Musa Unal and Ahmet Faruk Aysan, "Fintech, Digitalization, and Blockchain in Islamic Finance: Retrospective Investigation," *FinTech* 1, no. 4 (2022): 388–98, https://doi.org/10.3390/fintech1040029.
[2] Rackhel et al, "Penyelesaian Wanprestasi Dalam Perjanjian Kerjasama Bagi Hasil Pembangunan Rumah Tinggal Antara Pihak Pertama Sebagai Pemilik Tanah Dengan Pihak Kedua Sebagai Developer," *Jurnal Ilmiah Wahana Pendidikan* 10 (2024): 433–44, https://doi.org/https://jurnal.peneliti.net/index.php/JIWP/article/view/11408.
[3] Christine Halim et al., "The Existence of Conditional Sale and Purchase Agreement as The Basis for Transfer of Rights to Land And/or Buildings to Other Party (Analysis Case Of Decisions No.3202/K/Pdt/2016)," *Law* 3, no. 2 (2021): 12–32, https://doi.org/10.4108/eai.14-4-2021.2312522.
[4] Sarbini, "Perjanjian Kerjasama Bagi Hasil Pembangunan Perumahan Antara Pemilik Lahan Dan Pengembang" (Universitas Lampung, 2024).
[5] Kementrian ATR/BPN, "Selesaikan 3.019 Kasus Pertanahan Cegah Kerugian Rp. 967 Triliun," 2025.
[6] Budi Sastra, "Pembentukan Pengadilan Pertanahan Sebagai Solusi Penyelesaian Sengketa Pertanahan," *Bina Hukum Lingkungan* 4, no. 2 (2020): 265–78, https://doi.org/http://dx.doi.org/10.24970/bhl.v4i2.130.
[7] Setiawan, *Hukum Perdata Mengenai Perikatan* (Jakarta: FH Utama, 2014).

obligation is deemed to arise, the status of the parties, and the legal protection of the landowner if the project does not proceed smoothly.

The issue stems from a conditional agreement between the landowner and the developer, where payment for the land price is contingent on the sale of housing units and a 40% profit sharing. During the process, the project encountered obstacles, involving other developers and a bank financing agreement secured by the landowner's Certificate of Ownership (SHM). When financing was delayed, disputes arose regarding the fulfillment of the parties' obligations and the protection of the landowner's collateral. Interestingly, in this dispute, the panel of judges granted the landowner, who was not formally a party to the financing agreement, the right to settle the developer's remaining debt to the bank in order to avoid the auction of the collateral, the landowner's Certificate of Ownership (SHM).

In the first instance decision, number 2537/Pdt.G/2022/PA.Mdn, the Panel of Judges declared that the Medan Religious Court lacked jurisdiction to adjudicate the case because the parties had determined that the dispute would be resolved through the Central Jakarta District Court. However, the Panel of Judges in the appeal case, number 30/Pdt.G/2023/PTA.Mdn, differed in their opinion, stating that the plaintiff had legal standing because he was not a party to the agreement and was therefore not bound by the choice of forum clause. Furthermore, in the cassation case number 984 K/Ag/2023, the Supreme Court rejected the cassation petition filed by Defendant II, ultimately upholding the appeal decision.

In the civil law literature, numerous studies discuss conditional agreements, profit-sharing agreements, and legal protection for third parties. Ahmad Nidal examined conditional land sale agreements from the perspective of muamalah fiqh, emphasizing the validity of contracts dependent on a condition; however, his study is limited to the fiqh perspective and does not address civil law implications or third-party collateral protection. Sarbini's research revealed that compliance with parties' obligations is crucial in housing profit-sharing agreements, yet it did not analyze situations where a collateral owner who is not a debtor seeks to repay a debt. Ahmad's study discusses the protection of mortgagees who are not debtors from losses caused by the debtor's default due to an impending auction, but stops short of examining the interplay between conditional payment schemes and the mortgagee's right to intervene in debt repayment. These gaps demonstrate the need for a study that integrates conditional agreement analysis with the legal standing of a third-party collateral owner and judicial consideration of their

repayment rights.[8] examines the analysis of conditional land sale and purchase agreements from the perspective of muamalah fiqh which emphasizes the validity of contracts that depend on a condition. Sarbini's research[9] revealed that in a housing profit-sharing agreement between a landowner and a developer, compliance with the parties' obligations is crucial to maintaining the integrity of the agreement and preventing potential legal issues. Furthermore, research conducted by Ahmad[10] This study discusses the protection of mortgagees who are not debtors from losses caused by the debtor's default due to an impending auction.

Based on the critical review above, this study fills the gap by specifically analyzing the implementation of conditional land sale and purchase agreements with payment schemes contingent on the sale of a house and a 40% profit sharing, including when the landowner who is not a party to the financing agreement repays the debtor's debt to the bank. The conceptual contribution of this study lies in demonstrating how the principle of legal certainty and the doctrine of third-party collateral protection can be applied to resolve ambiguity in conditional agreement structures, thereby establishing a more robust legal framework for such transactions. The judge's considerations in Supreme Court Decision No. 984 K/Ag/2023, which have not yet been systematically analyzed, serve as a critical precedent in land dispute resolution and warrant further scholarly examination.

Based on this problem identification, this study aims to analyze the legal protection for landowners with a payment scheme through the sale of a house in conditional land sale and purchase agreements and how judges consider granting the landowner's right to repay the debtor's remaining debt to the bank in Supreme Court Decision No. 984 K/Ag/2023. This research is expected to provide theoretical contributions to the development of conditional agreement law and practical contributions for parties involved in land sale and purchase transactions with conditional payment schemes that guarantee legal certainty and protection.

[8] Nidal, "Analisis Terhadap Jual Beli Tanah Bersyarat Menurut Fiqh Muamalah Studi Kasus Di Kecamatan Delima," *Jurnal Keagamaan Dan Ilmu Sosial* 9 No.1 (2023): 115–25.
[9] Sarbini, "Perjanjian Kerjasama Bagi Hasil Pembangunan Perumahan Antara Pemilik Lahan Dan Pengembang."
[10] Ahmad, "Perlindungan Hukum Terhadap Pemberi Hak Tanggungan Dalam Kasus Pembiayaan Musyarakah Pada Bank BRI Syariah" (Universitas Islam NegeriSyarif Hidayatullah Jakarta, 2022).

METHODS

The research method is an effort to explore and study a problem using scientific methods carefully.[11] This study uses a normative research method, namely qualitative research that examines law as a norm or rule. According to Soerjono Soekanto, the normative research method is legal research conducted by examining library materials (secondary data).[12] The approaches used were the statute approach, the conceptual approach, and the case approach for Court Decisions Number 2537/Pdt.G/2022/PA.Mdn, Decision Number 30/Pdt.G/2023/PTA.Mdn, and Decision Number 984 K/Ag/2023. This study utilized secondary legal materials in the form of contract law books, scientific journals, and relevant expert opinions. Primary legal materials included statutory regulations, the Civil Code, the Compilation of Sharia Economic Law, and Decisions Number 30/Pdt.G/2023/PTA.Mdn, Decision Number 2537/Pdt.G/2022/PA.Mdn, and Decision Number 984 K/Ag/2023. Data collection was conducted through literature review.

The analysis of legal materials was conducted using a qualitative method with a descriptive-analytical approach. Three methods of legal interpretation were applied: (1) grammatical interpretation, to understand the plain meaning of the legal provisions and contractual clauses at issue; (2) systematic interpretation, to examine the relationship between the relevant articles of the Civil Code, the Mortgage Rights Law, and the Compilation of Sharia Economic Law as an integrated legal system; and (3) case analysis, to critically evaluate the judicial reasoning applied in Decision Number 2537/Pdt.G/2022/PA.Mdn, Decision Number 30/Pdt.G/2023/PTA.Mdn, and Decision Number 984 K/Ag/2023. The reasoning applied was deductive, drawing conclusions from general legal provisions to concrete facts in the decisions. The research results were presented systematically to answer the research problem formulation.

RESULTS AND DISCUSSION

1. Payment Scheme in a Conditional Land Sale and Purchase Agreement Through House Sale Based on Supreme Court Decision Number 984 K/Ag/2023

A land sale and purchase agreement is essentially an agreement that imposes obligations on both parties. The buyer is required to pay the agreed-upon price for the land, and the seller is required to sell the property. The sale and purchase must be conducted in good faith, free from fraud, coercion, error, or other factors that could lead

[11] Tamaulina et al, *Buku Ajar Metodologi Penelitian (Teori Dan Praktik)*, *Buku Ajar Metodologi Penelitian* (Jawa Barat: CV Saba Jaya Publisher, 2024).
[12] Wiwik, *Metode Penelitian Hukum*, *RISTANSI: Riset Akuntansi* (Yogyakarta: Publika Global Media, 2024).

to failure or disruption later. Therefore, both parties must fulfill their obligations equally.[13] This type of agreement is often seen in land sales and purchases, which often arise from an agreement between parties with different but interrelated interests. The purpose of this agreement is to obtain payment for the land price and share profits through the construction and sale of houses. The payment scheme allows the developer to carry out the construction project without having to first invest in land acquisition.[14] In principle, this agreement is possible as long as it meets the requirements for a valid agreement under Article 1320 of the Civil Code, namely, agreement, capacity, a specific object, and a lawful cause.

This agreement structure is possible due to the principle of freedom of contract, as stipulated in Article 1338 paragraph (1) of the Civil Code, which states that all legally made agreements are valid as law for those who make them.[15] In this case, it provides the parties with the freedom to create a land payment scheme tailored to their needs, as long as it does not conflict with law and public order.

Initially, the landowner, also known as Plaintiff I, filed a lawsuit with the Religious Court, the judicial institution authorized to hear certain civil cases related to the implementation of the musyarakah construction financing agreement. However, in the first instance decision number 2537/Pdt.G/2022/PA.Mdn, the Panel of Judges declared that the Medan Religious Court lacked jurisdiction to adjudicate the case, considering that the parties to the agreement, Defendant I (Bank BTN) and Defendant II (Director of CV. Trian Jaya), had stipulated a clause for dispute resolution through litigation in the Central Jakarta District Court. Therefore, the lawsuit was declared inadmissible.[16]

Subsequently, the Plaintiff appealed to the High Religious Court, the second instance judicial institution. Based on Appeal Decision Number 30/Pdt.G/2023/PTA.Mdn, the legal relationship between the parties arose from a written agreement between the landowner and Dharma Putera, the owner of PT. Dutamas Mandiri Perkasa, on May 31, 2012, for the construction of the Grand Cendana Mas housing project. The parties agreed

[13] Fauziah Rahmadani, Budi Sastra, "Penerapan Hukum Islam Tentang Jual Beli," *Jurnal Komunikasi & Informasi Hukum* 2 (2024): 61–66.
[14] Tsuroyyaa Maitsaa' Jaudah, Anggi Sarlota Irawati Seu, and Jihan Arsya Nabila, "The Position of Notarial Sale and Purchase Agreements in The Transfer of Land Rights," *Journal Of Private And Commercial Law* 2, no. 1 (2026): 183–202, https://doi.org/https://doi.org/10.20885/JPCOL.vol2.iss2.art3.
[15] Apriyodi et al, "Kepastian Hukum Penerapan Asas Kebebasanberkontrak Dalam Sebuah Perjanjian Bakuditinjau Berdasarkan Pasal 1338 Kitabundang-Undang Hukum Perdata," *Jurnal Riset Ilmiah* 1, no. 2 (2022): 270–78.
[16] Futuhatul Magfirah and 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 (2022): 277–90, https://doi.org/10.54783/ijsoc.v4i2.469.

that the landowner would provide land for the construction of 29 housing units, and that Dharma Putera would pay Rp. 82,000,000 (eighty-two million rupiah) for each unit sold, along with a 40% profit share.

Therefore, the obligation to pay the land price did not arise immediately after the agreement was made. This payment scheme indicates that the obligation to pay the land price was contingent on an uncertain event, namely the sale of the houses built on the land. Therefore, the legal relationship between the parties already contained an element of deferred performance.

The facts of the case demonstrate that the development project did not proceed as planned by Dharma Putera, the owner of PT. Dutamas Mandiri Perkasa. Because the project was not progressing, to continue it, Dharma Putra introduced Coki, the landowner, as Director of CV. Trian Jaya, who took over the implementation of the Grand Cendana Mas housing development project.

To implement the development, CV. Trian Jaya submitted a musyarakah financing application to Bank BTN Syariah using the landowner's land title certificate as collateral. The bank approved the musyarakah financing agreement on September 28, 2012. Legally, this position places the Plaintiff as a third party providing collateral, not as a debtor in the financing agreement. Under the musyarakah financing agreement, Bank BTN Syariah provided financing of Rp. 2,000,000,000 (two billion rupiah) to CV. Trian Jaya was required to pay Rp. 100,000,000 (one hundred million rupiah) to the Bank for each sale of a housing unit.

That there was a delay in payment of CV. Trian Jaya to Bank BTN Syariah in 2015 which resulted in the issuance of a third warning letter (SP3) from Bank BTN Syariah to CV. Trian Jaya. The remaining payment that has not been paid by CV. Trian Jaya is Rp. 600,000,000 (six hundred million rupiah) to Bank BTN Syariah. This condition creates a legal risk in the form of an auction of collateral objects, namely SHM belonging to the land owner. With the delay in payment of CV. Trian Jaya's financing to the Bank, In this condition the land owner who is not formally a debtor in the financing agreement but, as a party whose land certificate is collateralized to the bank, submitted to pay off the remaining principal of CV. Trian Jaya's financing of Rp. 600,000,000 (six hundred million rupiah) in an effort to protect his property rights and avoid the auction execution from the Bank. However, this effort was actually rejected by CV. Trian Jaya because the landowner is not a legal subject in the musyarakah financing agreement and the landowner is no longer a board member of CV. Trian Jaya.

Normatively, this scheme has complex and layered legal implications. Furthermore, the weakness of the payment scheme, which relies on the sale of housing units, is clearly

evident in the absence of a robust mechanism to protect the debtor's payment obligations, which released and released the four SHM houses that served as collateral from the mortgage without any repayment, ultimately harming the Plaintiff.

In this case, when the Plaintiff attempted to repay the debt to avoid the seizure of his ownership certificate, this action had a legitimate legal basis. This argument is further strengthened by Article 361 paragraph (1) of the Compilation of Sharia Economic Law (KHES), which essentially states that the guarantor is obligated to repay the borrower's debt if the borrower defaults. Therefore, in this case, the action of repaying the debt to prevent an auction is in accordance with the principles of property rights protection under Sharia law and civil law.

In this appellate decision, the judge granted the Plaintiff's claim, stating that the Plaintiff was legally entitled to pay the remaining principal amount of Defendant II and to take and receive the Ownership Certificate (SHM). Subsequently, at the cassation level, in decision number 984 K/Ag/2023 at the Supreme Court, the highest judicial institution, a cassation appeal was filed by Defendant II. However, the Supreme Court rejected the cassation appeal because the Medan High Religious Court's decision did not conflict with applicable law or statutes.

Based on the overall analysis, the payment scheme for the conditional land sale and purchase agreement in this case complies with a conditional agreement with a deferred condition under Article 1253 of the Civil Code, which essentially recognizes that an agreement can be contingent on a future event that is not yet certain to occur. Furthermore, Article 1263 of the Civil Code states that an agreement only becomes legally binding after the conditions for the sale of the house are met. Therefore, the payment scheme structure agreed to by the parties does not conflict with the law and remains within the framework of the Civil Code, which permits conditional agreements.

However, this scheme actually raises issues related to legal certainty, where the payment of the land price is dependent on an uncertain event, without adequate payment guarantees and exacerbated by the absence of a direct contractual relationship with the party implementing the subsequent project, has shifted the burden of legal risk disproportionately to the Plaintiff. This contradicts the principle of legal certainty explained by Gustav Radbruch, which demands that the law provide clarity, predictability, and protect individual rights in law. Therefore, although the conditional agreement structure in this case does not contradict the Civil Code normatively. However, its implementation shows a legal weakness for the Plaintiff. This ultimately justifies the Plaintiff's legal interest in paying off the debtor's debt in order to protect the object of his property rights.

2. The Judge's Considerations in Granting the Landowner's Right to Pay Off the Debtor's Remaining Financing Obligations to the Bank in Supreme Court Decision Number 984 K/Ag/2023

The examination of this case demonstrates how judges consider the law at each level of the court. At the first instance, it was previously explained that because the Medan Religious Court lacked the authority to examine and decide the case, due to a choice of forum clause in the agreement between Defendant I and Defendant II, the substance of the Plaintiff's rights as landowner was not fully considered.[17]

However, after the appeal decision was filed, the Panel of Judges provided a different consideration. The judges' considerations in this appeal case began with an examination of the legal standing of the landowner acting as Plaintiff. The judges first assessed whether the landowner met the requirements as a party entitled and had a legal basis to file a lawsuit against the Bank as Defendant I and CV. Trian Jaya as Defendant II. This assessment is crucial because without legal standing, the subject matter of the case cannot be examined further.

The Panel of Judges concluded that the Plaintiff was the holder of the land ownership certificate (SHM) and also granted a mortgage over the property used as collateral for Defendant II's financing. Although the Plaintiff was not involved in the financing agreement, the direct attachment of the property through the mortgage creates a clear legal interest, and the Plaintiff is not a party to the construction financing agreement and, therefore, is not bound by the forum choice clause agreed to by Defendant I and Defendant II. The threat of execution of the land constitutes a real loss that provides the Plaintiff with legal grounds to file a lawsuit. Therefore, the judge's determination that the Plaintiff has legal standing to file the lawsuit and has legal standing is a consideration that aligns with the principle of protection for owners of collateral objects under Law Number 4 of 1996, Article 3, paragraph (2), concerning mortgage rights and Article 361 of the Compilation of Sharia Economic Law.[18]

The Panel of Judges linked this legal standing to the Plaintiff's right to repay the debtor's remaining financing debt. In this situation, the judge considered not only the

[17] Yong Hwa Lee, Meivina Jayanti, and Shinta Pangesti, "Legal Consequences of Land Sale and Purchase Agreements Not Registered with the National Land AgencyAnalysis of Jakarta Administrative Court Decision Number 96 / G / 2024 / PTUN . JKT," *IJRS: International Journal Reglement & Society* 7, no. 1 (2026): 1–5.

[18] Eko Rial Nugroho, "The Application Of Transparent And Immediate Principles In Land Sale And Purchase Agreement (Study Of Court Decision Number 50/Pdt.G/2022/PN.Smn; 102/PDT/2022/PT.YYK, AND 89/PDT.G/2022/PN KLN)," *Prophetic Law Review* 5, no. 2 (2023): 207–23, https://doi.org/10.20885/PLR.vol5.iss2.art4.

formal agreement but also the ownership relationship inherent in the mortgage object. This approach demonstrates that the judge views the matter from a deeper perspective, beyond mere formality.

After determining the legal standing, the panel of judges examined the substance of the case and considered the losses experienced by the Plaintiff due to the actions of Defendant I and Defendant II in the context of unlawful acts in accordance with Article 1365 of the Civil Code, there are 5 elements of unlawful acts, namely:[19]

a. There is an act
b. The act is against the law
c. There is an error
d. There is a loss
e. There is a causal relationship between the loss and the act

In this case, the first element, namely the existence of an act, is an active and passive act carried out by Defendant I and Defendant II by refusing to accept payment of the remaining financing of Defendant II which is in arrears and due from the land owner and the action of Defendant II in releasing and issuing 4 (four) Certificates of Ownership from the bond of mortgage rights without being accompanied by an obligation to pay by Defendant II, is an act that limits and harms the Plaintiff in saving the object of mortgage rights which is guaranteed by statutory regulations, based on the provisions of Article 361 paragraph (1) of the Compilation of Sharia Economic Law and Law Number 4 of 1996 Article 3 paragraph (2) concerning mortgage rights. Therefore, the action is analyzed as violating and harming the rights of others, so that it fulfills the elements of an unlawful act.[20]

In this case, the panel of judges essentially held that Defendant I's actions in releasing 4 SHMs without Defendant II fulfilling its obligations and refusing to pay off the Plaintiff's debt were categorized as acts that violate the rights of others and are contrary to propriety and the principle of prudence, and resulted in losses for another party, namely the Plaintiff, who lost collateral for his rights without debt repayment. This is because, based on Article 361 paragraph (1) of the KHES, the party providing the guarantee or the party having an interest in the collateral object has the right to pay the debtor's debt that is in default and due. Defendant I's refusal to pay substantively hindered the Plaintiff's right to protect the object of his mortgage rights and there is a

[19] Waluyo, "Kajian Terhadap Perbuatan Melawan Hukum Berdasarkan Pada Pasal 1365 Kitab Undang-Undang Hukum Perdata," *Cakrawala Hukum* 24, no. 1 (2022): 14–22.
[20] Mendy & Gunawan, "Perbuatan Melawan Hukum (Onrechtmatige Daad) Menurut Pasal 1365 Kitab Undang-Undang Hukum Perdata Dan Perkembangannya," *UNES Law Review* 6, no. 1 (2023): 2722–31.

causal relationship between the release of the mortgage rights and the Plaintiff's losses, so that the element of an unlawful act has been fulfilled.

On the other hand, Defendant II argued that based on Article 1338 paragraph (1) of the Civil Code, an agreement is only binding on the parties, while the Plaintiff is not a party to this financing agreement, so the Plaintiff does not have the authority to pay off. Although this argument is based on a contract, the panel of judges correctly did not limit its consideration to that aspect of the agreement. The judges considered that the third-party mortgage creates a legal relationship that cannot be ignored.[21]

On appeal, this consideration becomes relevant, as the judges consider not only the formal aspects of the agreement but also the actual losses caused by the parties' actions. The actions of Defendants I and II in refusing to pay off the financing and releasing the four Certificates of Ownership (SHM) without fulfilling their obligations increases the risk of third-party losses. Therefore, the finding of unlawful acts by Defendants I and II provides the basis for the panel of judges to affirm the protection of the Plaintiff's rights as the owner of the mortgaged property, including the right to pay off the remaining debtor's financing, which has a justifiable legal basis as a form of legal protection for the injured party.[22]

The strengthening of the judge's argument is also seen from the application of Article 20 paragraph (2) of Law Number 4 of 1996 concerning mortgage rights, which can enter into an agreement to sell the object of the mortgage right privately, based on an agreement between the grantor in casu Plaintiff and the holder of the mortgage right in casu Defendant I. If the law provides an opportunity for the grantor of the mortgage right to sell the collateral object, then direct repayment by the Plaintiff is a more effective mechanism and protects the interests of all parties, so it is legally justified. In addition, Article 18 paragraph (1) letter a of Law Number 4 of 1996 concerning mortgage rights confirms that the mortgage right is extinguished due to the cancellation of the debt guaranteed by the mortgage right, because the debt from Defendant II is paid off by the Plaintiff, then legally the mortgage right must be extinguished and the certificate must be

[21] Rinaldi Ridhogusti and Grasia Kurniati, "Implikasi Perjanjian Nominee Dalam Kepemilikan Tanah Oleh Warga Negara Asing Di Bali," *Reformasi Hukum* 28, no. 3 (2006): 270–76, https://doi.org/doi.org/10.46257/jrh.v28i2.1024.

[22] Fandi Andremon Manahan Situngkir, "Legal Analysis Of The Authority Of A Notary Related To Making A Binding Deed Of Sale And Purchase (Case Study: Supreme Court Decision Number 685/Pdt.G/2020/PN Mdn)," *International Journal Of Humanities Education and Social Sciences (IJHESS)* 2, no. 6 (2023): 2206–13, https://doi.org/10.55227/ijhess.v2i6.556.

returned to the Plaintiff. Thus, the verdict ordering Defendant I to hand over the certificate and issue a roya is a logical legal consequence and is in line with the norms.[23]

The judge's considerations were also appropriate in applying Article 354 paragraph (1) of the Compilation of Sharia Economic Law, which stipulates that if a guarantor repays a borrower's debt to the lender, the guarantor has the right to sue the borrower. In this case, the Plaintiff paid off the remaining Rp. 600,000,000, giving rise to the right to sue Defendant II in accordance with the kafalah principle in the Compilation of Sharia Economic Law.

Then, at the cassation level in the Supreme Court, the petition filed by Defendant II essentially aimed to overturn the decision of the Medan High Religious Court, which had granted the Plaintiff's lawsuit, including objections to the recognition of the Plaintiff's legal standing and the granting of the right to repay Defendant II's remaining debt and the right to take the Ownership Certificate (SHM). However, the Supreme Court, in its consideration, stated that the Medan High Religious Court's decision in this case did not conflict with applicable law or statutes, and therefore the cassation petition must be rejected.[24]

This rejection indicates that the Supreme Court found no error in the application of the law in the appeal decision, particularly regarding the recognition of the legal standing of the Plaintiff, who was not a party to the agreement but had a legal interest in the disputed object, in line with the appellate judge's considerations. Furthermore, the Supreme Court implicitly acknowledged the appellate judge's considerations, which qualified the actions of Defendant I and Defendant II as unlawful acts, and provided legal protection to the landowner to pay Defendant II's debt to protect his rights.

Therefore, the core of this cassation decision lies in strengthening and affirming the legal considerations of the Medan High Religious Court. This confirms that the judge's approach, emphasizing actual justice and protection for the injured party in a conditional agreement, aligns with existing legal principles and is therefore worthy of being upheld in the cassation decision. Although the Supreme Court has issued a decision affirming the considerations on appeal, the considerations in the cassation decision tend to be brief.

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[23] Florentina Cristy and Mia Hadiati, "Legal Analysis of Land Sale And Purchase Deeds Made Not in Accordance With the Provisions of Government Regulation Number 24 of 2016 (Case Study of Supreme Court Decision Number 3507 K/PDT/2023)," *Journal of Law, Politic and Humanities* 5, no. 1 (2024): 249–56, https://doi.org/10.38035/jlph.v5i1.850.

[24] Dian Ayu Meika Putri and Ana Silviana, "The Transfer of Land Rights through Oral Grants: A Case Studies of Court Decision," *SIGn Jurnal Hukum* 4, no. 1 (2022): 99–112, https://doi.org/10.37276/sjh.v4i1.176.

Therefore, a more in-depth analysis remains with the appellate judge's considerations as the primary basis for understanding the legal framework in this case.

From a legal certainty perspective, the panel of judges' considerations essentially fulfill the elements of legal certainty because the decision was based on clear written norms, namely the Civil Code, the Law on Mortgage Rights, and the Compilation of Sharia Economic Law. Furthermore, the judge demonstrated consistency between the legal facts and applicable regulations. Therefore, in deciding a case, the judge can explore and understand the legal values that exist in society while still adhering to applicable laws and regulations, so that the resulting decision is not only normative but also reflects a substantive sense of justice.[25] This is evident in the ruling, which affirms that the owner of a third-party mortgage must continue to receive protection in the event of a debtor's default.[26]

Critically, although the panel of judges correctly recognized the Plaintiff's legal standing as the party entitled to file a lawsuit and the legal right to pay off the debtor's remaining financing debt to protect the mortgaged property, this consideration could have been strengthened with a more structured argument regarding the Plaintiff's position as the party granting the mortgage to a third party who is directly at risk from the debtor's default. Furthermore, this case demonstrates legal uncertainty at the conditional agreement stage, which is detrimental to landowners when payment is contingent on the developer's sale of housing units. The judge's consideration that stated that the actions of Defendant I and Defendant II were unlawful acts were also in accordance with the provisions of Article 1365 of the Civil Code and were strengthened by Article 3 paragraph (2), Article 18 paragraph (1) letter a, and Article 20 paragraph (2) of Law Number 4 of 1996 concerning Mortgage Rights and Article 361 paragraph (1) and Article 354 paragraph (1) of the Compilation of Sharia Economic Law.

CONCLUSION

The conclusion of this study confirms that the structure of the conditional land sale and purchase agreement formally complies with the provisions of Articles 1253 and 1263 of the Civil Code, which regulate conditional agreements and deferred conditions. However, in practice, it creates uncertainty and an imbalance in legal protection for the

[25] Yadi Fitri Adi, Budi Sastra, "Pelaksanaan Eksekusi Hak Tanggungan Dalam Perkara Pembiayaan Murabahah Melalui Pengadilan Agama Medan," *Al-Mashlahah: Jurnal Hukum Islam Dan Pranata Sosial Islam*, 2022, 915–30, https://doi.org/10.30868/am.v10i02.3150.

[26] M Agung Dewantara, Ria Fitri, and Sri Walny Rahayu, "Legal Analysis of Land Sale And Purchase Deeds Made Not in Accordance With the Provisions of Government Regulation Number 24 of 2016 (Case Study of Supreme Court Decision Number 3507 K/PDT/2023)," *International Journal of Law* 11, no. 8 (2025): 7–8.

Plaintiff. The contingency of land payment on the sale of a housing unit places the Plaintiff at risk if the debtor defaults and the financing becomes non-performing. Theoretically, this study contributes to the development of conditional agreement law by demonstrating that the principle of legal certainty requires more than formal compliance with the Civil Code it demands that the substantive rights of third-party collateral owners be explicitly protected at the contract drafting stage. This finding advances scholarly understanding of the interplay between conditional obligations, mortgage rights, and Sharia economic law principles in Indonesian land transactions.

This dispute demonstrates that the primary source of conflict is uncertain conditional agreements. Therefore, the formulation of more definitive and clear clauses regarding land payment, stronger payment guarantee mechanisms, and the stricter application of the principle of prudence by banks are crucial to prevent disputes and ensure more effective legal protection for third-party collateral owners. Practically, this study recommends that parties to conditional land sale agreements explicitly include clauses specifying the consequences of non-fulfillment of conditions and the rights of third-party collateral owners to intervene in debt repayment. This study is limited to the analysis of one Supreme Court decision and Indonesian positive law; future research may benefit from a comparative analysis with other jurisdictions or from empirical study of conditional land agreement disputes to assess the practical impact of such clauses.

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