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Reconstructing the Validity of Inherited Land Sales Without the Consent of All Heirs: Integrating Inheritance Rights, Seller Authority, and Legal Protection

Rekonstruksi Keabsahan Jual Beli Tanah Warisan Tanpa Persetujuan Seluruh Ahli Waris: Integrasi Hak Waris, Kewenangan Penjual, dan Perlindungan Hukum

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Abstract

The sale of inherited land without the consent of all heirs raises legal concerns regarding the seller's authority, transactional validity, and the protection of aggrieved heirs. This study aims to analyze the validity of such transactions, their legal consequences for the parties involved, and the available mechanisms for legal protection and dispute resolution. It employs normative legal research using statutory, conceptual, and case approaches. The findings indicate that an heir's possession of inherited land does not automatically confer authority to transfer an entire undivided parcel. A sale conducted without the consent of other heirs may be challenged when it infringes upon their rights, with the legal consequences depending on the property's status, the seller's authority, and the circumstances of the case. This study contributes an integrated analytical framework connecting the legal status of inherited property, transactional validity, consequences for the parties, and mechanisms for restoring affected rights.

Keywords: Buying and Selling; Land Inheritance; Heirs; Disputes; Law

Abstrak

Penjualan tanah warisan tanpa persetujuan seluruh ahli waris menimbulkan persoalan hukum terkait kewenangan penjual, keabsahan transaksi, dan perlindungan hak ahli waris yang dirugikan. Penelitian ini bertujuan menganalisis keabsahan jual beli tanah warisan tanpa persetujuan seluruh ahli waris, akibat hukumnya bagi para pihak, serta mekanisme perlindungan dan penyelesaian sengketa. Penelitian ini menggunakan metode penelitian hukum normatif dengan pendekatan perundang-undangan, konseptual, dan kasus. Hasil penelitian menunjukkan bahwa penguasaan tanah oleh seorang ahli waris tidak otomatis memberikan kewenangan untuk mengalihkan seluruh tanah yang belum dibagi. Transaksi tanpa persetujuan ahli waris lain dapat dipersoalkan apabila melanggar hak mereka, dengan konsekuensi yang bergantung pada status tanah, kewenangan penjual, dan fakta perkara. Penelitian ini berkontribusi melalui kerangka analisis terpadu yang menghubungkan status harta warisan, keabsahan transaksi, akibat hukum bagi para pihak, dan mekanisme pemulihan hak.

Kata Kunci: Jual Beli; Tanah Warisan; Ahli Waris; Sengketa; Hukum

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INTRODUCTION

Inherited land disputes in Indonesia arise when the rights attached to an estate conflict with the actions of individuals who exercise control over the property. Under Article 833 of the Indonesian Civil Code, heirs acquire the decedent's property, rights, and claims by operation of law upon the opening of succession. However, the practical exercise of these rights may become problematic when one heir manages or possesses inherited land and subsequently sells the entire parcel without the knowledge or consent of the other heirs. As discussed by Wati, inheritance must be understood within the broader framework of civil, Islamic, and customary law.[1] In the context of civil law, the central issue is whether an heir's possession or management of inherited land can legitimately be treated as authority to transfer the entire property. This distinction is particularly important when the estate has not been partitioned and the legal interests of the other heirs remain attached to the land.

The consequences of an unauthorized sale may extend beyond the relationship between family members. Nuha, in examining Supreme Court Decision No. 2525 K/Pdt/2018, discusses the transfer of inherited land without the consent of another heir and its implications for the validity of the transaction.[2] Such disputes raise questions about the seller's authority, the legal position of the buyer, and the status of deeds and subsequent transfers. The problem becomes more complex when the buyer has paid the purchase price, taken possession of the land, or registered the transfer. In these circumstances, the interests of non-consenting heirs may conflict with the buyer's expectation of legal certainty. The dispute therefore requires an assessment not only of the contractual relationship between the seller and buyer but also of the underlying inheritance rights and the legal basis for transferring the property.

The legal assessment of these transactions requires an integrated examination of inheritance law, contract law, and land law. Hartini discusses the potential characterization of selling land belonging to another heir as an unlawful act, highlighting the significance of the seller's authority over the property.[3] From this perspective, an agreement between a seller and a buyer cannot be assessed independently of the rights attached to the inherited land. The analysis must first establish whether the property remains part of an undivided estate, identify the rights held by each heir, and determine whether the seller was legally authorized to transfer the object in question. The transaction must then be assessed against the requirements for a valid agreement and the applicable rules governing the transfer and registration of land rights. This approach makes it possible to distinguish the existence of a sale agreement from the legal authority required to transfer the entire property.[4]

Research on inherited-land sales without the consent of all heirs has examined several dimensions of this problem. Ledun et al. analyze the legal implications of selling inherited land without the knowledge of other heirs, emphasizing the relevance of inheritance rights and the legal status of the transaction.[5] Other research, including Hikmawati et al., examines the legal

1 Rahmi Ria Wati, *Hukum Waris: Kajian Hukum Perdata, Hukum Islam Dan Hukum Adat*, 2024, https://repository.lppm.unila.ac.id/53549/.

2 Hayyik Lana Lie Ulin Nuha, "Peralihan Hak Atas Tanah Warisan Tanpa Persetujuan Ahli Waris (Studi Kasus Putusan Mahkamah Agung No. 2525 K/Pdt/2018)," *Indonesian Notary* 3, no. 4 (2021), https://scholarhub.ui.ac.id/notary/vol3/iss4/37/.

3 Sri Hartini, "Jual Beli Tanah Milik Ahli Waris Lainnya Mengakibatkan Perbuatan Melawan Hukum," *Yustisi* 8, no. 2 (2022): 106–12, https://doi.org/10.32832/yustisi.v8i2.6665.

4 Rahmat Ramadhani, *Hukum Pertanahan Indonesia Dan Perkembangannya*, 2022, https://umsupress.umsu.ac.id/product/hukum-pertanahan-indonesia-dan-perkembangannya/.

5 Maria Oktafiani Wona Ledun, Agustinus Hedewata, and Husni Kusuma Dinata, "Tinjauan Yuridis Jual Beli Tanah Warisan Tanpa Sepengetahuan Ahli Waris Yang Lain Dalam Kitab Undang-Undang Hukum Perdata,"

force of inherited-land sales conducted without the consent of all heirs, particularly when the property remains undivided.[6] Meanwhile, Senoaji et al. focus on legal protection for heirs whose rights are excluded from transactions involving inherited land. These studies provide important insights into transaction validity, the consequences of unauthorized transfers, and the protection of affected heirs.[7] Nevertheless, examining these issues separately may leave the relationship between the status of the estate, the seller's authority, the buyer's position, and the available remedies insufficiently integrated. This gap calls for an analysis that connects these dimensions within a single legal framework.

Against this background, this study aims to analyze the validity of inherited-land sales conducted without the consent of all heirs, determine the legal consequences for the selling heir, non-consenting heirs, and buyer, and examine the mechanisms available to protect affected parties and resolve disputes. The urgency of this inquiry lies in the possibility that an unauthorized transaction may progress from a family inheritance dispute to a more complex legal conflict involving sale deeds, land-registration records, and third-party interests. The study contributes by positioning the consent of all heirs as a key link between inheritance rights and the authority to transfer land that remains undivided. By integrating the legal status of inherited property, contractual validity, the consequences for the parties, and available remedies, the analysis seeks to clarify the limits of an heir's authority and identify appropriate means of restoring affected rights while establishing legal certainty regarding the property's final status.

Method

This study employs normative legal research with a qualitative orientation to examine the legal rules governing succession, contractual validity, the transfer of land rights, and civil-law protection. This approach is appropriate because the study focuses on legal norms, principles, doctrines, and judicial decisions rather than empirical measurements. Three complementary approaches are employed: the statutory approach, the conceptual approach, and the case approach. The statutory approach examines the Indonesian Civil Code, Law No. 5 of 1960 on Basic Agrarian Principles, land-registration regulations, and other relevant legal provisions. The conceptual approach addresses the concepts of undivided estates, legal authority, legal certainty, legal protection, and good faith. The case approach examines judicial reasoning in disputes involving the sale of inherited land without the consent of all heirs. Together, these approaches provide a systematic framework for assessing the relevant legal issues.[8]

The primary legal materials comprise the Indonesian Civil Code, Law No. 5 of 1960 on Basic Agrarian Principles, Government Regulation No. 24 of 1997 on Land Registration and its subsequent developments, and relevant judicial decisions.[9] The decisions examined include Supreme Court Decision No. 2525 K/Pdt/2018, Decision No. 10/Pdt.G/2019/PN Lbt, and

Mandub: Jurnal Politik, Sosial, Hukum Dan Humaniora 2, no. 3 (2024): 193–212, https://doi.org/10.59059/mandub.v2i3.1375.

6 Hikmawati, Ilyas Sarbini, and Zuhrah, "Kekuatan Hukum Jual-Beli Tanah Warisan Tanpa Persetujuan Ahli Waris (Studi Di Desa Dena Kabupaten Bima)," *NALAR: Journal of Law and Sharia* 2, no. 1 (2024): 81–95, https://doi.org/10.61461/nlr.v2i1.95.

7 A Senoaji, F S Marniati, and A N Widyanti, "Perlindungan Hukum Bagi Ahli Waris Sebagai Penjual Dalam Jual Beli Hak Atas Tanah Terkait Tanah Warisan Yang Salah Satu Ahli Waris Dihilangkan Haknya," *J-CEKI: Jurnal Cendekia Ilmiah* 4, no. 6 (2025): 1939–63, https://doi.org/10.56799/jceki.v4i6.11598.

8 Muhaimin, *Metode Penelitian Hukum*, 2020, https://digilib.stekom.ac.id/assets/dokumen/ebook/feb_B8qCO9_uUAUqhJqdyUnP7ryV7949c7VegDGg9T2DkQjSqd0H9X_WSZI_1683795592.pdf.

9 "Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria," 1960; "Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah," 1997.

Decision No. 1/Pdt.G/2023/PN Mgn.[10] These decisions are considered in relation to the legal issues concerning inherited-land transactions and the rights of heirs. The secondary legal materials consist of Indonesian legal books and Indonesian-language journal articles published between 2020 and 2026 addressing inheritance, sale and purchase, land law, the protection of heirs, good-faith purchasers, certificate blocking, and mediation. The materials were collected through library research and organized according to their relevance to land status, the seller's authority, transactional validity, legal consequences, and dispute-resolution mechanisms.[11]

The collected legal materials were analyzed descriptively, analytically, and prescriptively. First, the analysis identifies the legal status of the land as part of the estate and establishes the legal relationship between the property and each heir. Second, the seller's authority is assessed against the requirements for a valid agreement and the legal provisions governing the transfer of land rights. Third, the analysis examines the legal consequences for the selling heir, heirs who did not consent to the transaction, and the buyer. The final stage evaluates the available remedies, including cancellation, restitution, compensation for damages, partition of the estate, administrative blocking of land registration, civil litigation, negotiation, and mediation. Judicial decisions are examined with reference to their relevant legal issues, judicial reasoning, and rulings. Conclusions are drawn deductively by applying general legal principles and statutory provisions to the issue of inherited-land sales conducted without the consent of all heirs.[12]

RESULTS AND DISCUSSION

Legal Status of Inherited Land Sales Without the Consent of All Heirs

The legal status of inherited land must be established from the opening of succession, which occurs upon the death of the decedent. Land forms part of the estate if a valid legal relationship existed between the decedent and the property at the time of death. Evidence of acquisition, land certificates, deeds, and the history of possession is therefore necessary to establish that the property genuinely belonged to the decedent. Upon the decedent's death, the rights to the estate pass to the heirs in accordance with the applicable law of succession. Inheritance differs from a sale because the transfer occurs by operation of law upon death, whereas registration records the change in the rights holder and strengthens its evidentiary basis.[13] Accordingly, a certificate that remains in the decedent's name does not automatically extinguish inheritance rights that have arisen by operation of law.

Article 833 of the Indonesian Civil Code reflects the principle of *saisine*, under which the decedent's rights and obligations pass to the heirs upon death.[14] Where there are multiple heirs, an undivided estate gives rise to shared legal interests in the inherited property. One heir may physically occupy or manage the land, but such possession must not be equated with exclusive ownership. Until the estate has been lawfully partitioned, the rights of the other heirs remain attached to the inherited property. Research on the partition of family land indicates that disputes may arise from differences between customary patterns of possession within families and the limits of rights recognized under civil law. Consequently, prolonged possession or

10 Putusan Mahkamah Agung Nomor 2525 K/Pdt/2018 (n.d.); Putusan Pengadilan Negeri Nomor 10/Pdt.G/2019/PN Lbt (n.d.); Putusan Pengadilan Negeri Nomor 1/Pdt.G/2023/PN Mgn (n.d.).

11 D D Pangalo, "Tinjauan Hukum Terhadap Penjualan Tanah Tanpa Persetujuan Ahli Waris (Studi Kasus Putusan Pengadilan Negeri Nomor 1/Pdt.G/2023/PN Mgn)," *Lex Crimen* 12, no. 5 (2024), https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/59242.

12 Diana R W Napitupulu, *Hukum Pertanahan*, 2024, https://repository.uki.ac.id/14569/3/HukumPertanahan.pdf.

13 Dwi Ratna Kartikawati, *Hukum Waris Perdata: Sinergi Hukum Waris Perdata Dengan Hukum Waris Islam*, 2021.

14 "Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek)," n.d.

management does not automatically confer the authority to transfer the entire parcel of inherited land.[15]

Before the estate is partitioned, each heir has a right to a share of the inheritance, the right to request partition, and the right to protect inherited property against unlawful control. Heirs are also entitled to object to actions that prejudice their legal interests. Land transactions involving inherited property must therefore begin with the verification of all persons legally entitled to inherit. Relevant evidence may include death certificates, family records, statements of heirship, wills where applicable, and land documents. Notaries and Land Deed Officials (*Pejabat Pembuat Akta Tanah*, or PPAT) play a preventive role by carefully examining these documents and verifying the ownership status of the property. Such scrutiny can prevent a single family member from being treated as the sole owner while other heirs retain legal rights. Inadequate verification may allow a transaction to appear administratively complete even though the seller's underlying authority remains legally questionable.[16]

Partition serves to clarify each heir's rights to property that previously formed part of an undivided estate. Before a lawful partition takes place, legal acts concerning the entire parcel must take into account the interests of all parties holding rights in the estate. By contrast, when a lawful partition assigns a specific parcel or portion to an individual heir, that heir's authority to transact with the allocated property becomes clearer, subject to compliance with applicable land-law requirements.[17] This distinction is important because it prevents the consent of all heirs from being unnecessarily required for property that has already been individually allocated, while ensuring that such consent is not disregarded when the land remains part of an undivided estate. Accordingly, the status of the partition is a fundamental consideration in determining the seller's authority and assessing the validity of a land sale (Sarapi et al., 2025).

The validity of a sale of inherited land must also be assessed under the law of contracts. Article 1320 of the Indonesian Civil Code establishes four requirements for a valid agreement: consent, contractual capacity, a specific subject matter, and a lawful cause. An agreement between one heir and a buyer may establish a contractual relationship between them, but it does not automatically authorize the seller to transfer the rights of other heirs. Freedom of contract remains subject to the rights held by the parties and their legal authority over the subject matter of the agreement. Where the land being sold includes the rights of other heirs, payment of the purchase price and agreement between the seller and buyer do not, by themselves, resolve the underlying legal issue. It is therefore necessary to distinguish between the existence of a sale agreement and the legal authority to transfer the entire parcel (Saputri, 2024; Achfas, 2024).

Research conducted in Dena Village indicates that sales of inherited land without the consent of all heirs may be challenged on grounds concerning their legal validity.[18] When one heir sells the entire parcel as though they were its sole owner, the transaction may exceed the scope of that heir's rights and prejudice the interests of heirs who have not consented. In land administration, a sale and purchase deed executed before a PPAT serves as evidence of the legal

15 Mellyana Anggriani Tamara, "Analisa Yuridis Terhadap Pembagian Harta Warisan Tanah Keluarga Di Desa Molas Kecamatan Bunaken Menurut Kitab Undang-Undang Hukum Perdata," *Lex Crimen* 14, no. 3 (2025), https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/65271.

16 Indriani Paganda, "Tinjauan Yuridis Peran Notaris Dalam Mencegah Terjadinya Penjualan Tanah Harta Warisan Tanpa Sepengetahuan Ahli Waris," *Lex Administratum* 13, no. 4 (2025), https://ejournal.unsrat.ac.id/v3/index.php/administratum/article/view/63308.

17 Theovilia Merchsya Sarapi, Grace H Tampongangoy, and Dicky J Paseki, "Perlindungan Hukum Terhadap Ahli Waris Dalam Sengketa Jual Beli Tanah Tanpa Persetujuan Para Pewaris," *Lex Crimen* 13, no. 1 (2025), https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/62783.

18 Hikmawati, Sarbini, and Zuhrah, "Kekuatan Hukum Jual-Beli Tanah Warisan Tanpa Persetujuan Ahli Waris (Studi Di Desa Dena Kabupaten Bima)."

transaction and provides a basis for processing changes to land registration records. However, the deed does not, by itself, remedy a lack of authority on the seller's part to transfer the property. The inheritance documents, land certificate, identities of the heirs, and status of any partition must therefore be examined before the deed is executed.[19] PPATs may also face potential liability if they issue deeds without adequately examining the legal status of inherited property.[20] Accordingly, a sale of an entire inherited parcel without the consent of the other heirs may be challenged and subjected to legal remedies, depending on the facts, evidence, and claims presented in the case.

Legal Consequences for the Parties Involved

The first legal consequence concerns the heir who sells the inherited property. When a seller transfers more than the share to which they are legally entitled, the transaction may infringe upon the civil rights of the other heirs. Article 1365 of the Indonesian Civil Code provides a basis for liability when an unlawful act, fault, loss, and a causal relationship between the act and the loss are established. Article 1471 is also relevant to the sale of property belonging to another person. Recent legal scholarship considers the sale of inherited land without the required consent to be a transaction that may give rise to cancellation and restitution. Consequently, the seller may be required to refund the purchase price, compensate for proven losses, and restore the rights of heirs whose shares have been affected.[21]

For an heir who did not consent to the sale, the transaction does not automatically extinguish their inheritance rights. The heir may continue to assert their legal rights to the land unless those rights have been voluntarily relinquished, transferred, or represented through valid authorization. Article 834 of the Indonesian Civil Code provides a basis for claiming inherited property, while the doctrine of unlawful acts may support a claim for relief when the transaction causes loss. Such losses may include the loss of possession, deprivation of economic benefits, expenses incurred in resolving the dispute, or administrative changes that obstruct the use of the property.[22] Accordingly, an affected heir may seek legal recognition of their rights, restitution, cancellation of the relevant legal acts, and compensation for damages, depending on the evidence presented.

The buyer's legal position requires separate and careful consideration. A buyer may be unaware of a dispute within the seller's family and may have paid the agreed purchase price in full. Nevertheless, the protection afforded to a good-faith purchaser depends partly on whether reasonable due diligence was undertaken before the transaction. Relevant steps include examining the land certificate, the history of ownership, the seller's identity, the origin of the inherited property, and the involvement of all persons entitled to inherit.[23] If the certificate remains registered in the decedent's name or other circumstances indicate that the estate has not been partitioned, the buyer has reason to conduct further inquiries. Good faith must

19 E Bramantia, A Halim, and A Uraidi, "Jual Beli Atas Tanah Tanpa Pejabat Pembuat Akta Tanah (PPAT) Ditinjau Dari Peraturan Pemerintah Nomor 24 Tahun 1997," *CERMIN: Jurnal Penelitian* 6, no. 2 (2022): 653–62, https://doi.org/10.36841/cermin_unars.v6i2.4947.

20 G Riswanti, F S Marniati, and R Lontoh, "Tanggung Jawab Pejabat Pembuat Akta Tanah (PPAT) Terhadap Penerbitan Akta Jual Beli Atas Harta Warisan Berasal Dari Harta Bersama Tanpa Persetujuan Ahli Waris," *Yustisi* 13, no. 1 (2026), https://doi.org/10.32832/yustisi.v13i1.22653.

21 Putu Satya Adiguna Wijaya and I Gusti Ngurah Dharma Laksana, "Akibat Hukum Penjualan Tanah Warisan Tanpa Persetujuan Ahli Waris," *Kertha Desa: Journal Ilmu Hukum* 13, no. 11 (2025): 1105–17, https://ejournal2.unud.ac.id/index.php/kerthadesa/article/view/242.

22 Ari Rahmatsyah Sinaga, "Penyelesaian Sengketa Tanah Waris Yang Telah Terjual Tanpa Persetujuan Seluruh Ahli Waris," *Jurnal Notarius* 1, no. 2 (2023), https://jurnal.umsu.ac.id/index.php/notarius/article/view/13954.

23 Askar, "Perlindungan Hukum Terhadap Pembeli Beritikad Baik Dalam Penyelesaian Sengketa Hak Atas Tanah," *Journal of Lex Theory* 3, no. 1 (2022), https://doi.org/10.52103/jlt.v3i1.950.

therefore be assessed in light of the buyer's conduct and verification efforts, rather than being established solely by a claim of honest intention.

If the land must be returned to an heir whose rights prevail, the buyer's protection may take the form of an economic claim against the seller rather than the retention of the property. A buyer who has exercised reasonable diligence may seek a refund of the purchase price and, where legally justified, reimbursement of expenses or compensation for other losses under the applicable contractual rules. The doctrine of good-faith purchaser protection seeks to balance the security of transactions with the protection of owners whose rights have been transferred without proper authority. In practice, this balance depends on the seller's title, the procedures followed, the documents examined, and the buyer's knowledge of any existing dispute. No single outcome applies automatically to every case, since both the buyer's good faith and any defects in the seller's title must be assessed in light of the relevant evidence.[24]

The legal consequences may also extend to land-registration documents. If a sale and purchase deed and a subsequently transferred land certificate derive from a transaction conducted by a person who lacked authority over the entire property, those instruments may be challenged through the applicable legal procedures. Although a land certificate constitutes important evidence of rights, the legal basis for its issuance may still be examined when a prior right or procedural defect is alleged. Research concerning the protection of good-faith purchasers also emphasizes the importance of lawful procedures and proper examination of the property involved. Accordingly, remedies in an inheritance dispute may include correcting land-registration records, seeking the cancellation of relevant instruments, or adjusting the legal status of the land following a binding court judgment, subject to the applicable legal requirements.[25]

Legal Protection and Dispute Resolution for Aggrieved Heirs

Legal protection for an aggrieved heir can begin before a dispute escalates. Once a proposed sale comes to light, the heir may submit written objections to family members, the prospective buyer, the Land Deed Official (*Pejabat Pembuat Akta Tanah*, or PPAT), and the land office, as appropriate. Where the applicable statutory requirements are met, a temporary block may be recorded to preserve the status quo and restrict certain land-registration services for as long as the legal basis for the block remains valid. This mechanism does not determine ownership; rather, it provides an opportunity to resolve the dispute over rights before further transactions take place.[26] Preventive protection is particularly important when the land is at risk of being resold, encumbered, or transferred to additional parties.

A block on land registration must comply with the applicable administrative requirements of land law and must not be treated as a determination of ownership. Its purpose is to preserve the property temporarily while the legal dispute remains unresolved. Research on land-registration blocking indicates that such a notation may restrict specified registration services until its legal basis expires or the dispute is resolved.[27] For an heir, this measure should be

24 Opan Satria, "Konstruksi Perlindungan Hukum Untuk Pembeli Tanah Beritikad Baik: Analisis Dan Solusi Praktis," *Jurnal Hukum Lex Generalis* 5, no. 9 (2024), https://doi.org/10.56370/jhlg.v5i9.485.

25 N Sulaemaniyah and A M Umami, "Analisis Yuridis Perlindungan Hukum Terhadap Pembeli Yang Beritikad Baik Berdasarkan Putusan MA Nomor 3753 K/Pdt/2020," *Private Law* 4, no. 1 (2024): 73–81, https://doi.org/10.29303/prlw.v4i1.3918.

26 Andri Anata Lubis and Muhammad Ilham, "Akibat Hukum Pencatatan Blokir Sertifikat Hak Atas Tanah Yang Dilakukan Oleh Kepala Kantor Pertanahan Kabupaten Deli Serdang," *Jurnal Notarius* 2, no. 2 (2023), https://jurnal.umsu.ac.id/index.php/notarius/article/view/17045.

27 I Gede K Sadhana and Putu E Tanaya, "Pelaksanaan Blokir Sertipikat Hak Atas Tanah Di Dalam Penyelesaian Sengketa Agraria Pada Kantor Pertanahan Kota Denpasar," *Kertha Semaya: Journal Ilmu Hukum* 12, no. 9 (2024), https://doi.org/10.24843/KS.2024.v12.i09.p13.

accompanied by the collection of relevant evidence, including death certificates, documents establishing heirship, land certificates, partition instruments, and communications concerning the disputed transaction. Preparing this evidence at an early stage can strengthen the heir's position if the matter subsequently proceeds to mediation or litigation.

Once the sale has taken place, a civil lawsuit may provide a means of obtaining judicial relief. An heir may ask the court to recognize their status as an heir, declare that the land forms part of the estate, establish that the sale constitutes an unlawful act, and order the return of the property or the portion to which the claimant is entitled. Where appropriate, the claim may also challenge the deed or transfer documents associated with the disputed transaction, subject to the court's jurisdiction and the applicable procedural requirements. Research on inherited property controlled by one heir indicates that judicial protection may focus on restoring the property and enabling its subsequent division in accordance with the respective heirs' rights.[28]

A claim for damages may accompany restitution when measurable losses can be established. The claimant should demonstrate the connection between the disputed sale and the losses incurred, which may include lost income from the land, expenses associated with resolving the dispute, or other direct consequences. In addition to a claim based on an unlawful act, Article 1066 of the Indonesian Civil Code is relevant to the right to demand partition of an estate. Partition can provide a substantive resolution once the legal status of the property has been restored, because clearly defined individual shares may reduce the likelihood of recurring disputes. Effective dispute resolution should therefore address the legal status of the estate after judgment rather than merely invalidate a previous transaction.[29]

The available legal protection mechanisms encompass preventive measures, judicial remedies, and non-litigation approaches. As summarized in Table 1, preventive protection may involve submitting written objections and requesting a temporary block on land registration where the applicable requirements are satisfied. If a dispute has already arisen, an heir may seek recognition of inheritance rights, restitution, compensation for proven losses, or partition of the estate through the appropriate legal procedures. The table also highlights the role of negotiation and mediation in reaching mutually acceptable settlements while preserving family relationships. Following a settlement or binding court decision, correcting land-registration records may be necessary to ensure that the registered information reflects the legally established rights. These mechanisms serve complementary purposes, and their application depends on the circumstances of the dispute, the evidence available, and the applicable legal requirements.

Table 1. Legal Protection Mechanisms and Remedies for Aggrieved Heirs

Legal protection mechanism	Purpose	Possible implementation
Preventive protection	Prevent further transactions that may prejudice heirs' rights	Submit written objections and, where legally justified, request a temporary block on land registration
Recognition of inheritance rights	Establish the heir's legal entitlement to the property	Seek judicial recognition of heirship and confirmation that the land forms part of the estate

28 Anggun Mayang Sari and Sri Subekti, "Perlindungan Hukum Ahli Waris Terhadap Harta Waris Yang Dikuasai Oleh Salah Satu Ahli Waris," *Jurnal Akta Notaris* 4, no. 1 (2025): 87–98, https://doi.org/10.56444/vjjk4s87.

29 K Hadji et al., "Status Hukum Dan Perlindungan Ahli Waris Pada Peralihan Tanah Warisan Tanpa Prosedur Sah," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 4, no. 4 (2026), https://doi.org/10.61104/alz.v4i4.8336.

Restitution and restoration	Restore the property or the claimant's legally established share	Request the return of the property or restoration of the claimant's rights through appropriate legal proceedings
Compensation for damages	Address losses caused by the disputed transaction	Claim compensation for proven losses, such as lost income or dispute-resolution expenses
Estate partition	Clarify the respective rights of individual heirs	Request partition of the estate in accordance with applicable legal procedures
Negotiation and mediation	Resolve disputes without prolonged litigation	Negotiate a refund, compensation, joint sale, or mutually agreed partition
Land-registration correction	Align registration records with legally established rights	Seek correction of relevant records following a settlement or binding court decision

Source: Compiled by the authors based on the legal protection and dispute-resolution mechanisms discussed in this study.

Non-litigation mechanisms remain important because inheritance disputes often involve family relationships that continue after the legal disagreement arises. Negotiation enables the parties to develop mutually acceptable solutions, such as refunding the buyer, compensating an aggrieved heir for their share, physically partitioning the land, selling the property jointly, or agreeing on another form of compensation. Mediation introduces a neutral third party who facilitates communication and helps the parties evaluate possible settlements without taking the decision-making power away from them. Literature on alternative dispute resolution identifies flexibility, efficiency, confidentiality, and party autonomy as important advantages of these mechanisms over prolonged adversarial proceedings.[30]

A deliberative approach also has particular social significance in inheritance disputes. The value of family land may extend beyond its market price because the property may include a parental home, a source of livelihood, or a place associated with shared family history. Mediation allows these interests to be considered, provided that any resulting agreement respects the legal rights of each party. Research on dispute resolution grounded in local wisdom emphasizes dialogue and voluntary acceptance as important elements in preserving social relationships. In disputes over inherited land, this approach may help reduce ongoing hostility even after the formal legal disagreement has been resolved.[31]

Litigation and non-litigation mechanisms should therefore be considered in a structured sequence. Mediation may be appropriate when communication remains possible and the dispute has not become excessively complicated, whereas court proceedings may be necessary when heirship is contested, restitution is refused, documents are disputed, or subsequent transfers have created third-party interests. Research on mediation in land-inheritance disputes suggests that this process may reduce the time and costs associated with dispute resolution while helping preserve family relationships, although its effectiveness depends on the parties' genuine willingness to negotiate.[32] Following a settlement or court decision, the estate should be partitioned where necessary and the relevant land-registration records corrected to clarify ownership and reduce the risk of future disputes.

30 Gede Aditya Pratama, *Buku Ajar Alternatif Penyelesaian Sengketa*, 2023, https://repository.ubharajaya.ac.id/28991/.

31 Baiq Ratna Mulhimmah and Nisfawati Laili Jalilah, *Alternatif Penyelesaian Sengketa Berbasis Kearifan Lokal*, 2023, https://repository.uinmataram.ac.id/2432/.

32 Herbin Saragi, Rangga Aufar, and Diana R W Napitupulu, "Mekanisme Mediasi Sebagai Solusi Penyelesaian Sengketa Waris Tanah," *Jurnal Hukum Progresif* 7, no. 9 (2024), https://law.ojs.co.id/index.php/jhp/article/view/613.

CONCLUSION

This study examines the legal status and validity of inherited land sales conducted without the consent of all heirs, the legal consequences for the parties involved, and the available mechanisms for protecting aggrieved heirs and resolving disputes. The findings indicate that the legal validity of such transactions depends primarily on the status of the inherited property, the seller's authority over the land, and whether the rights of other heirs have been respected. When inherited land remains undivided, one heir's possession or management does not automatically confer the authority to transfer the entire property. Consequently, a sale conducted without the consent of other heirs may be challenged when it infringes upon their legally recognized rights. This issue arises because contractual agreement between a seller and a buyer does not necessarily establish the seller's authority over the entire property. Accordingly, legal protection requires careful verification of inheritance documents and ownership status, appropriate judicial remedies where necessary, and non-litigation mechanisms, such as negotiation and mediation, to restore rights and prevent recurring disputes.

This study contributes to the analysis of inherited land disputes by integrating the assessment of transaction validity, the legal consequences for the parties, and the mechanisms available to protect aggrieved heirs within a single analytical framework. It also highlights the importance of distinguishing between undivided inherited property and land that has been lawfully partitioned, as this distinction affects the scope of an heir's authority to transfer the property. However, the study is limited by its reliance on legal literature and secondary sources, without primary empirical data from affected heirs, buyers, land officials, or judicial proceedings. Its findings therefore provide a conceptual and doctrinal analysis rather than a comprehensive account of how these disputes are resolved in practice. Future research should examine court decisions and case studies across different regions to investigate how courts assess the consent of heirs, the good faith of buyers, the responsibilities of Land Deed Officials (PPATs), and the effectiveness of mediation. Such research could strengthen the practical application of legal principles and inform more effective measures to prevent and resolve inherited land disputes.

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