

# Jurnal Notariil

Jurnal Notariil, Vol. 9, No. 1, 2024; 1-8

P ISSN 2540 - 797X

Available Online at <https://ejournal.warmadewa.ac.id/index.php/notariil>

E ISSN 2615 - 1545

## LEGAL PROTECTION FOR HEIRS WHOSE INHERITANCE RIGHTS ARE IN THE POSSESSION OF ANOTHER HEIR BASED ON PRIVATE DEED OF GRANT

Diah Marla Pitaloka<sup>1</sup>, and Tjempaka Rusdam<sup>1</sup>

**1. Universitas Tarumanagara, Indonesia**

\*E-mail: [diah.marla@28resources.com](mailto:diah.marla@28resources.com)

How To Cite:

Pitaloka, D, M., Rusdam, T. (2024). Legal Protection for Heirs Whose Inheritance Rights are in The Possession of Another Heir Based on Private Deed of Grant. *Jurnal Notariil*, 9 (1), 1-8, Doi: <https://doi.org/10.22225/jn.9.1.2024.1-8>

### Abstrak

This writing is motivated by inheritance problems in Court Decision Number 23/Pdt.G/2021/PN.Kkn with land as an inheritance which is currently the object of dispute, where for the legal heirs it would be unfair if his late father made a private deed of grant in which the contents donated all of his lands only to his heirs from the second wife. The lands that were supposed to become inherited assets were finally controlled by an heir only based on a private deed of grant. Of course, other heirs who feel that they have absolute rights (*Legitieme Portie*) do not accept that. This writing uses normative research methods, using library research on primary, secondary and tertiary legal materials. The conclusion from this writing is if a grant is made without the other heirs knowing or without approval of the other heirs and without considering the portion or reduction of the absolute part that should be owned by the other heirs, then when the other heirs do not agree to the grant and then file a lawsuit to cancel the grant, then the grant can be cancelled. Legal protection that can be given to other heirs whose inheritance is in the control of only one heir is the inherited lands that are the object of the dispute must be transferred to their legal heirs after being declared as the inheritance of the deceased which has not been divided as a form of wealth left behind.

**Keywords:** deed of grant; heirs; inheritance; legal certainty; legal protection; private deed

### 1. INTRODUCTION

Land is part of the Earth which is called the surface of the Earth. Land is one of the objects regulated by the Agrarian Law (Wardi et al., 2020). The land regulated in the Agrarian Law is not land in its various aspects, but land from a juridical aspect, that is directly related to land rights which are part of the earth's surface as regulated in Article 4 (paragraph 1) of the UUPA, which reads:(Ali, 1963; Nugroho et al., 2022)

"On the basis of the state's right to control as referred to in Article 2, it is determined that there are various rights over the surface of the Earth, it is determined that there are various rights over the surface of the Earth, which is called land that can be given to and can be owned by people either alone or together with other people and legal entities".

Problems related to land are common problems that are still common and still occur a lot in society, especially with regard to land as an object of sale and purchase, grants or inheritance. The inheritance of someone who died can be in the form of tangible or intangible objects, can be in the form of receivables or debts from the heir or other obligations of the heir, this inheritance becomes the inheritance(Abon et al., 2022).

The problem of inheritance is one of the problems that until now often causes disputes between families that occur in society. Talking about inheritance directs people's thoughts and attention towards an important event in a particular society, that is, a member of that society dies. (Wirjono, 1988) Someone who dies leaves an inheritance for his heirs, this is often a problem in the future as a legal impact of someone's death (Unayah & Sabarisman, 2015).

The inheritance problem that will be discussed and researched by authors in this research is the problem of inheritance with land as an inheritance which is currently the object of dispute, which occurred in Central Kalimantan Province where for legal heirs, it would be unfair if his late father made a private deed of grant in which the content is he donated all of his land only to his heir from the second wife. The lands that were supposed to become inherited assets were finally possessed by an heir only based on that private deed of grant. Of course, other heirs who feel that they have the absolute rights (*Legitime Portie*) do not accept that the lands is possessed by only one heir.

Based on the background of the problem above, the authors conducted research on the Legal Protection for Heirs Whose Inheritance Rights Are in The Possession of another Heir Based on Private Deed of Grant. The purpose of this study is to understand (1) What is the legal certainty of the status of the lands status of object of the dispute are in the possession of another heir based on private deed of grants? 2) What is the legitimacy of the private deed of grant that was donated by the parents of the plaintiff and the defendant with only the defendant as the only heir who received the grant? And 3) What is the legal protection for heirs whose inheritance rights are in the possession of another heir based on private deed of grant?

## **2. METHOD**

Method The approach used by the author is the method Normative Juridical Approach which is a process to find a rule of law, legal principles, and legal doctrines to answer the legal problems faced. (Kadek et al., 2023; Mahmud, 2017) In this writing, the author uses the data collection method by conducting document studies or library research by collecting on 3 (three) types legal materials, namely primary legal materials, secondary legal materials and tertiary legal materials (Unayah & Sabarisman, 2015).

## **3. DISCUSSION**

### ***Legal Protection For Heirs Whose Inheritance Rights Are In The Possession Of Another Heir Based On Private Deed Of Grant***

**Main Case of Decision Number 23/Pdt.G/2021/PN.Kkn**

The late Angai Linga during his life was married 2 (two) times. His first wife was the late Timur Untung who passed away on February 26 2016, during their marriage they were blessed with 4 (four) children as heirs as stated in the Heir Certificate Number: 140/02/Pem.Des-TP/I/2021 dated January 19 2021, each named Dunal Angai, Yuliana, the late Giak Angai and the late Retae Angai (with 7 heirs).

Then the late Angai Linga remarried his second wife, the late Nyaing. After remarrying the late Nyaing, then the late Angai Linga converted from Protestant Christianity to Catholicism and then changed his name to Paul Linga. During his marriage to the late Nyaing, the late Angai Linga or Paul Linga was blessed with 3 children namely Helmi, Meliwati Hambit and Yuliana Agnesia Kamala. During his lifetime, the late Angai Linga or Paul Linga owned assets in the form of 4 (four) lands which were owned during his marriage to the late Timur Untung, which later those 4 (four) lands were under possessed by Yuliana Agnesia Kamala with a Letter of Delegation of Hand-made Goods dated 2 December 2011 and a Deed of Grant dated January 15, 2015.

Since the disclosure of the above-mentioned inheritance, Yuliana Agnesia Kamala owns all of the inherited property herself on the pretext that it has been granted, wherein for the above-mentioned inheritance each heir should receive her rights at an equal price or value. However, according to the heirs of the marriage of the late Angai Linga or Paul Linga with the deceased Timur Untung, namely Dunal Angai, Yuliana and Kornelis (as the heirs of the late Retae Angai), the Letter of Delegation of Hand-made Goods dated December 2 2011 and the Deed of Grant dated January 15 2015 is invalid because it was made by Yuliana Agnesia Kamala herself, because based on the information obtained by Dunal Angai, Yuliana and Kornelis (as the heirs of the late Retae Angai), that the witnesses listed in the Letter of Delegation of Handicrafts dated 2 December 2011, namely witnesses on behalf of Tengku Aeman and Dewel Linga, never signed on the Letter of Delegation of Hand-made Goods.

In the Deed of Grant dated January 15 2015 it was stated that the First Party who made the grant was the late Paul Lingga (Grant Recipient's Parent), then Yuliana as the Heir, and then the grant recipient, namely Yuliana Agnesia Kamala. In fact,

Yuliana as the heir never signed the grant letter. This statement is reinforced by a Statement Letter on behalf of Yuliana, dated November 2, 2020, which explains that Yuliana has never put a signature on the Land Deed of Grant Agreement dated January 15, 2015. Apart from that, apart from being suspected of having been forged, the Deed of Grant was also made underhand without the presence of an authorized official, in this case namely a Notary.

Due to the actions of Yuliana Agnesia Kamala who owns the inheritance mentioned above, Dunal Angai, Yuliana and Kornelis (as the heirs of the deceased Retae Angai) have tried to resolve the problem amicably, either through the Tewah District Kedamangan Institution, and have sent a subpoena, however, Yuliana Agnesia Kamala still insisted on controlling the inheritance herself and there was absolutely no good faith in handing over what was the right of the other heirs as part of the legal heirs of the late Angai Linga or Paul Linga.

Not only the problem of the heirs of the marriage of the late Angai Linga or Paul Linga with the deceased Timur Untung, namely Dunal Angai, Yuliana and Kornelis (as the heirs of the late Retae Angai), Yuliana Agnesia Kamala also felt disadvantaged because based on her claim, the child from Dunal Angai, namely Kondit, had siphoned off the inheritance object which was also the object of the dispute. The problem between the two heirs continued and did not find a solution, even though Dunal Angai had brought the inheritance dispute to the Damang Traditional Head of the Kedamangan Tewah Region, Gunung Mas Regency, with the defendant is Yuliana Agnesia Kamala based on the Letter of Transfer of Mantir Traditional Peace of Tumbang Village Pajangei dated September 21, 2020.

According to Yuliana Agnesia Kamala herself, this inheritance problem has been resolved with the existence of a Decree of the Damang Traditional Head of the Kedamangan Tewah Region. The problem of the Dispute over the Inheritance of the late Angai Linga between Brother Dunal A. Linga and Sister Yuliana Agnesia Kamala who are in the village area of Tumbang Pajangei, Tewah District, Gunung Mas Regency Number 298/DKAWKT/SK/X/2020 dated 24 October 2020, however, the heirs of the marriage of the late Angai Linga or Paul Linga with the deceased Timur Untung, namely Dunal Angai, Yuliana and

Kornelis (as heirs of the late Retae Angai) feel that because they are legally class I heirs, and there is not a single heir who is inappropriate according to law, it is very reasonable if they are also declared to have inheritance rights with the same division.

So then the heirs of the marriage of the late Angai Linga or Paul Linga to the late Timur Untung, namely Dunal Angai, Yuliana and Kornelis (as the heirs of the late Retae Angai) sued Yuliana Agnesia Kamala at the Kuala Kurun District Court.

### **Legal Certainty of the Land Status of Objects of the Dispute which is in the Possession of Another Heir Based on Private Deed of Grant**

The lands that are the object of dispute in the case of Decision Number 23/Pdt.G/2021/PN.Kkn are as follows:

1. A plot of land located in Tumbang Pajangei Village RT.01, Tewah District, Gunung Mas Regency, with a length of: 90 m and a width of 16 m, with boundaries:

North side: Jalan Desa Tumbang Pajangei;

East side: Bukit Harimaung Alley Road;

South side: Jalan Tambun Bungai;

West side: Dewel Linga;

2. A plot of land located across from Tumbang Pajangei/Sei Kahayan Village, in Lutu Lawang, with a length of: 98 m, a width of 60 m, with boundaries:

North side: Lutu Lawang;

To the east: Educate S. Kiting;

South side: Petur Ambung and Hiskia;

West side: Nopi;

3. A plot of land located across from Tumbang Pajangei/Sei Kahayan Village, in Sei Karapoit, with the following dimensions and boundaries:

North side, measuring 150 m, bordering : Untung Bangas;

East side, measuring 282 m, bordering : Untung Bangas;

South side, measuring 69 m, bordering with : Kahayan River;

West side, measuring 388 m, bordering with : Sotek;

4. A plot of land located across from Tumbang Pajangei/Sei Kahayan Village, in Sei Karapoit, with Size and boundaries:

North side, measuring 68 m, bordering with : Dewel Linga;

East side, measuring 60 m, bordering with : Automatic;

South side, measuring 76 m, bordering with : Upper Karapoit River;

West side, measuring 129 m, borders with: Dewel Linga.

After the late Angai Linga or Paul Linga passed away, all the inherited assets, namely the lands as described above, were in the possession of Yuliana Agnesia Kamala (Defendant) on the grounds that the late Angai Linga or Paul Linga had granted/delegated them to Yuliana Agnesia Kamala (Defendant) himself with a letter of handover of artifacts dated 2 December 2011 and a private deed of grant dated 15 January 2015. These lands are lands acquired when the late Angai Linga or Paul Linga was still married to the late Timur Untung as testimony of witnesses in court.

On the other hand, with regard to the testimony of the witnesses submitted by Yuliana Agnesia Kamala (Defendant), the Panel of Judges did not obtain any information which explained that the land for the disputed object was acquired at the time of the marriage between the late Angai Linga or Paul Linga and the late Nyaing.

So then, the Panel of Judges was of the opinion that Dunal Angai, Yuliana and Kornelis (as the heirs of the late Retae Angai) as Plaintiffs could prove that the objects of land disputed in the case of Decision Number 23/Pdt.G/2021/PN.Kkn are lands acquired during the marriage of the late Angai Linga or Paul Linga to the late Timur Untung.

Thus, when the late Angai Linga or Paul Linga married the late Nyaing, either when Timur Untung was still alive or after Timur Untung died, the disputed object lands were not joint property in the marriage between the late Angai Linga or Paul Linga and the late Nyaing.

Because the disputed object lands were not joint property in the marriage between the late Angai Linga or Paul Linga and the late Nyaing, the deceased Nyaing did not have the right to the disputed object lands, including the late Nyaing also did not have the right to participate in the handover of hand-made objects in the form of disputed object lands in question.

So because it has been proven that the inherited lands which are the object of the dispute are lands acquired during the marriage between the late Angai Linga or

Paul Linga and the late Timur Untung as the mother of the plaintiffs who is also the legal heir, and then the late Timur Untung as the mother of the plaintiffs was one of the parties who died earlier, so those who are entitled to the disputed object lands are between the late Angai Linga or Paul Linga himself and also his legal heirs.

### **The Legitimacy of Private Deed of Grant With Only the Defendant as the Only Heir Receives Grants**

Article 1666 of the Civil Code concerning Grants, defines that:

"A grant is an agreement whereby the donor, at the time of his life, freely and irrevocably surrenders something for the benefit of the beneficiary who receives the gift. The law does not recognize other gifts other than grants among people who are still alive".

In simple terms, a grant can be interpreted as giving all or part of one's assets to another person while still alive and the transfer of rights from the grantor to the grantee has taken place immediately. Regarding the way the gift itself is regulated in the Civil Code (KUHPdata) in Article 1682 and Article 1683 (Unayah & Sabarisman, 2015).

Article 1682 of the Civil Code states that:

"No grant, except for what is stated in article 168, can, under threat of cancellation, be made otherwise with a notarial deed, the original of which is kept by the notary."

The contents of Article 1687 of the Civil Code itself are:

"Gifts of tangible movable objects or debt collection letters to the appointee from one hand to another, do not require a deed, and are valid by mere submission to the recipient of the grant or to a third party who receives the gift it is in the name of the beneficiary."

However, based on Judicial Review Decision No. 335 PK/Pdt/1987, private grants are legal according to law because of the provisions of Article 1682 of the Civil Code through the Supreme Court Circular Letter (SEMA) RI Number 3 of 1963 concerning the Idea of Considering *Burgerlijk Wetboek* (BW) Not As a law, it has given the consequence that the provisions of article 1682 of the Civil Code are no longer enforced. In the matter of the Circular Letter, it mentions the idea that the Civil Code is not a law but rather a

document that only describes a group of unwritten laws that are addressed to the Chairperson of the District Courts and the Heads of High Courts throughout Indonesia (Bahasan, 2015).

Whereas even though in the Supreme Court Circular of the Republic of Indonesia Number 3 of 1963 concerning the Idea of Considering *Burgerlijk Wetboek* (BW) Not as a Law, which brought the consequence that the Supreme Court deemed Article 1682 of the Civil Code no longer valid, Article 1683 of the Civil Code reads:

"No grant binds the grantor, or issues any effect whatsoever, other than starting on the day of the grant in clear words the recipient of the grant has received it himself or by a person who, with an authentic deed by the recipient of the grant, has been authorized to receive grants that have been given to the beneficiary or will be given to him in the future.

If the receipt has not been made in the letter of grant itself, then later an authentic deed can be carried out, the original of which must be kept, as long as this is done when the grantor is still alive, in which case the grant, to the person referred to later, will only take effect from the day the receipt is notified to him".

Article 26 paragraph (1) in Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) stipulates that:

"Sell and purchase, exchange, grants, gifts with wills, gifts according to custom and other actions intended to transfer property rights and control are regulated by Government Regulations".

While in Government Regulation Number 24 of 1997 concerning Land Registration, Article 37 paragraph (1) regulates that:

"Transfers of land rights and ownership rights to flats through sell and purchase, exchanges, grants, inbreng and other legal actions for transferring rights, except for transfers of rights through auctions, can only be registered if proven by a deed drawn up by the authorized PPAT according to the provisions of the applicable laws and regulations".

The meaning of the authentic deed itself according to Article 1868 of the Civil Code is that:

"An authentic deed is a deed drawn up in a form determined by law, made by or in the presence of public officials who are in charge for that, the place where the

deed was made".

Based on the understanding in Article 1868 of the Civil Code, it can be said that a deed can be said to be an authentic deed if it meets several criteria as follows:

Made in a form that has been determined by law; And

Made by or in the presence of a public official who has the authority.

Then the Panel of Judges also has the consideration that Article 5 paragraph (3) of Government Regulation Number 37 of 1998 concerning Regulations for the Position of Land Deeds Officials as amended by Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations for Positions of Land Deed Officials, it is stated that "the Camat or Village Head can be appointed as the Land Deed Making Officer (PPAT) by the Minister who administers government affairs in the agrarian/land sector (namely the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency) if there is not enough PPAT in the area to serve the community in making PPAT deeds". In this case, the Camat or Village Head is appointed as the Temporary PPAT. While the Temporary PPAT before carrying out his position is obliged to take the oath of office of the PPAT first before the Minister or appointed official as stated in Article 15 paragraph (1) of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations for Positions of Land Deed Officials (Rahim & Susanti, n.d.; Yuliyarningsih et al., 2023).

Therefore, the Panel of Judges considers that the Land Deed of Grant Letter and Letter of Delegation of Handicrafts between the late Angai Linga or Paul Linga and the late Nyaing, even though the agreement letter is a letter of grant and gift according to custom, was made not by an authorized official, in this case it is PPAT or Provisional PPAT. If a grant or gift is made by a private deed, then the grant or grant of transfer of ownership rights legally is only valid when a deed has been drawn up before the authorized PPAT as long as the grantor or giver and the recipient are still alive.

This is of course contrary to the Judicial Review Decision No. 335 PK/Pdt/1987 which states that private grants are lawful because through the Supreme Court

Circular Letter (SEMA) RI Number 3 of 1963 concerning the Idea of Considering *Burgerlijk Wetboek* (BW) Not as a law has resulted in the consequence that the provisions of article 1682 of the Civil Code are no longer enforced.

However, the private deed of grant may become null and void not because it was made privately, but because the value of the gifted property must be recalculated into the total inheritance, as if before it was granted, don't let the grant given by the heir reduce the absolute part that should be owned by other heirs.

If a grant is made without the other heirs knowing or without approval of the other heirs and without considering the portion or reduction of the absolute part that should be owned by the other heirs, then when the other heirs do not agree to the deed of grant, and then file a lawsuit for the cancellation of the grant, then the contents of the grant or gift are no longer binding for the parties to the grant. Grants or gifts according to custom for immovable objects such as land and buildings carried out by the parties without using an authentic deed, the validity of the grant or gift according to custom becomes invalid, because the grant or gift of land according to custom must be made in the form of an authentic deed, cannot be made in a private deed (Ester Rini et al., 2023).

### **Legal Protection for Heirs whose Inheritance Rights are in the Possession of Another Heir Based on Private Deed of Grant**

Regarding rights, all heirs are said to have the same rights over an inheritance, as in Article 852 of the Civil Code which states that (Ahyani & Dymala, 2021):

"Children or all of their descendants, even if they are born from other marriages, inherit from both parents, grandparents, or all of their next blood relatives in the upward line, with no difference between male or female and no difference based on first birth.

They inherit head by head, if with the deceased they are related to the family in the first degree and each has rights because of himself; they pass on stake by stake, if all of them or only some of them act as substitutes".

Furthermore, it is clarified again in Article 852a of the Civil Code it is written that "If the husband and wife marry for the second time or thereafter, and from

the previous marriage there were children or descendants of those children, the new wife or husband will not receive a larger share of inheritance than the smallest share of inheritance that will be received by one of the children earlier or in the event that the child has died earlier".

Each heir has an absolute right called *Legitieme Portie*. According to Article 913 of the Civil Code, "an absolute part or *Legitieme Portie* is a part of an inheritance that must be given to the heirs in a straight line according to law, on which part the deceased is not allowed to determine anything, either as a gift between the livings, or as a testamentary" (Hermawan & Rahandy Rizky Prananda, 2023). The purpose of having an absolute part or *Legitieme Portie* is so that the heirs are not harmed by their absolute rights.

According to the Civil Code, if a grant is given to an heir, the grant is considered as an heir (Muhammad Ihsan Kurniawan & Anshori, 2022), if the heir dies, the heir is deemed to have received an inheritance. However, if the absolute part or *Legitieme Portie* of one or more heirs is not met, then a grant can be recalculated.

In the Civil Code from Article 916a to Article 929 there is a provision which states that for the protection of the absolute rights of heirs, an object that has been donated can be recalculated in value into the total inheritance as if it had not been granted. This is a legal protection of absolute rights so that grants that have never been given by the heirs do not reduce the absolute part or *Legitieme Portie* that should be owned by the heirs.

Because the status of the disputed object lands were lands acquired during the marriage between the late Angai Linga or Paul Linga and the late Timur Untung, then the Letter of Delegation of Artifacts from the late Angai Linga or Paul Linga and the late Nyaing dated 2 December 2011 and the Deed of Grant dated January 15 2015 is invalid according to law, so the disputed object lands which constitute the inheritance must be declared back to their original state, namely the condition before the agreement which gave birth to the handover of artifacts dated December 2 2011 and grants based on Deed of Grant dated January 15 2015, so that the disputed object lands returned to the late Angai Linga or Paul Linga with the late Timur Untung.

So with the return of the disputed object lands to their original state, and

because the late Angai Linga or Paul Linga had divorced the late Timur Untung during his lifetime, and the late Timur Untung had died earlier than the late Angai Linga or Paul Linga, then based on Article 128 of the Civil Code "after the dissolution of the joint property," (due to death, due to divorce; as in Article 126 of the Civil Code) "their joint wealth is divided in half between husband and wife, or between their heirs, without questioning which party the goods come from" (Ristianawati, 2021) . And because the late Angai Linga or Paul Linga also passed away, then as a form of legal protection for other heirs whose inheritance is in the possession of only one heir is the inherited lands which are the object of the dispute must be transferred to their legal heirs after being declared as the inheritance of the late Angai Linga or Paul Linga which has not been divided as a form of the wealth left behind.

#### 4. CONCLUSION

Based on the results of the discussion described above, the author can draw conclusions that can be drawn in this research because it has been proven that the object lands in dispute are lands acquired during the marriage between the late Angai Linga or Paul Linga and the mothers of the the plaintiff, and then the plaintiff's mother died first, then those who are entitled to the disputed object lands are the late Angai Linga or Paul Linga himself and also the plaintiffs as their legal heirs.

A private grant deed, even though it is not regulated in law and also by although it is not an authentic deed, is still considered valid and has the same evidentiary strength as an authentic deed because based on the Judicial Review Decision Number 335 PK/Pdt/1987 it states that gifts under the hand are legal according to the law because the provisions of article 1682 of the Civil Code through a Circular Letter of the Supreme Court of the Republic of Indonesia Number 3 of 1963 states that the provisions of article 1682 of the Civil Code are no longer enforced.

However, if a grant is made without the other heirs knowing or without approval of the other heirs and without considering the portion or reduction of the absolute part that should be owned by the other heirs, then when the other heirs do not agree to the deed of grant, and then file a lawsuit for the cancellation of the grant,

then the contents of the grant or gift are no longer binding for the parties to the grant. Grants or gifts according to custom for immovable objects such as land and buildings carried out by the parties without using an authentic deed, the validity of the grant or gift according to custom becomes invalid, because the grant or gift of land according to custom must be made in the form of an authentic deed, cannot be made in a private deed.

Legal protection that can be given to other heirs whose inheritance is in the possession of only one heir is that the inherited lands which are the object of the dispute must be transferred to their legal heirs after being declared as the inheritance of the late Angai Linga or Paul Linga which has not been divided as a form of wealth left behind.

Based on what described above, the author can convey in this research is that when making a grant, you should pay attention to the portion of the distribution so that disputes do not occur in the future between heirs who have absolute rights (*Legitieme Portie*).

#### REFERENCES

- Abon, M. A., Dantes, K. F., & Adnyani, N. K. S. (2022). Akibat Hukum Peralihan Hak Atas Tanah Waris Berdasarkan Pasal 20 Ayat (1) Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria. *Jurnal Komunitas Yustisia*, 5(3), 64–80.
- Ahyani, S., & Dymala, E. (2021). Problems Of The Legal Position Of Integrity Of Ivf Child Related To The Data Certificate And Law Number 1 Year 1974 Jo Law Number 16 Year 2019 On Marriage And Islamic Law. In *American Journal Of Humanities And Social Sciences Research* (Issue 5). [www.ajhssr.com](http://www.ajhssr.com)
- Ali, A. (1963). *Hukum Waris*. Yayasan Penerbit Gadjah Mada.
- Bahasan, S. P. (2015). Sejarah Hukum Perdata. *Perdata*, 13.
- Ester Rini, A., Lisiani Prihatinah, T., a, S., & Wahyu Handayani, S. (2023). AUTHORITY OF NOTARY IN MAKING RECOGNITION DEED OF A CHILD BORN OUT OF WEDLOCK (DETERMINATION ANALYSIS OF NUMBER: 36/PDT.P/2018/PN BMS). *International Journal of Advanced Research*, 11(01), 1011–1016. <https://doi.org/10.21474/IJAR01/16112>
- Hermawan, F. A., & Rahandy Rizky Prananda. (2023). JURIDICAL ANALYSIS OF REJECTION OF INKORTING BY TESTAMENTER HEIRS. *Awang Long Law Review*, 8(1), 113–120. <https://doi.org/10.56301/awl.v6i1.978>
- Kadek, N., Manggala, E., Luh, N., Mahendrawati, M., Kartika, W., & Utama,

- 
- J. (2023). *Pelaksanaan Perjanjian Kerjasama Antara Ud. Citra Batu Bulan Dengan Restoran Nebula Kuta Dalam Bidang Suplier Buah Dan Sayur*. 4(2), 196–201. <https://doi.org/10.55637/Jkh.4.2.6803.196-201>
- Mahmud, P. M. (2017). *Penelitian Hukum* (Cetakan Ke-13). Kencana Prenadamedia Group.
- Muhammad Ihsan Kurniawan, & Anshori. (2022). Legal Consequences for Cancellation of a Willing Deed in the Settlement of Instruction Disputes. *Budapest International Research and Critics Institute-Journal (BIRCI-Journal)*, 5 (2). <https://doi.org/10.33258/birci.v5i2.4684>
- Nugroho, S. S., Sh, M., Utama, I. W. K. J., & Sh, M. K. (2022). *Pokok-Pokok Hukum Agraria Indonesia*. Penerbit Lakeisha.
- Rahim, Y., & Susanti, H. (n.d.). A new decade for social changes Legal Protection of Notary Officials according to Indonesian positive law. *www.Techniumscience.Com*, 28, 2022. [www.techniumscience.com](http://www.techniumscience.com)
- Ristianawati, E. (2021). Joint Property Distribution upon Divorce Reviewed From the Contribution of Husband and Wife in the Household. *Walisongo Law Review (Walrev)*, 3(1), 1–20. <https://doi.org/10.21580/walrev.2021.3.1.8078>
- Unayah, N., & Sabarisman, M. (2015). Fenomena Kenakalan Remaja Dan Kriminalitas. *Sosio Informa: Kajian Permasalahan Sosial Dan Usaha Kesejahteraan Sosial*, 1(2).
- Wardi, A., Warman, K., & Elvardi, J. (2020). *International Journal Of Research Culture Society Implementation Of Complete Systematic Land Registration For Legal Sure Of The Rights Of Traditional Land In Kampar District*. 4(10). Doi:10.2017/Ijracs.2456.6683/202010010
- Wirjono, P. (1988). *Hukum Warisan Di Indonesia*. Bale Bandung.
- Yuliyarningsih, D., Marlina, T., Handiriono, R., Cirebon, G. J., & Java, W. (2023). *Legal Consequences On The Transfer Of Rights When Their Existence Is Not Known Based Pp No. 24 Of 1997 (Study Of Land Registry Office In Cirebon District)*. 7(2). <http://jurnal.ugj.ac.id/index.php/HERMENEUTIKA><http://jurnal.ugj.ac.id/index.php/HERMENEUTIKA>
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