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The usefulness of a receipt as proof in the transfer of land rights

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Abstract

According to Government Regulation No. 24 of 1997 Governing Land Registration, Article 37 Paragraph (1) states that a genuine deed prepared by a Land Deed Official (PPAT) must be used as proof of a legitimate transfer of rights. But in reality, property rights transfers still take place without a PPAT deed, depending just on a receipt as evidence of payment. In the context of issues pertaining to the transfer of land rights, this study attempts to examine the legal status and evidential weight of a receipt, which is categorised as a private document ("akta di bawah tangan").

Keywords: Weight of evidence, reception, and property rights transfer

Introduction

One of the most prevalent kinds of agreements in everyday life is a sale and buy agreement. To satisfy their requirements, almost everyone participates in buying and selling activities, ranging from simple transactions to ones of substantial value. The agreement for the sale and purchase of land is one particular kind of sale and buy agreement that has significant importance and influence. In addition to being a location to live or do business, land is a valuable asset with a solid legal standing within the social and economic structures of the community. A sale and buy transaction is a legal act that results in the transfer of land rights when it comes to property concerns. However, the management of land differs from the sale and purchase of ordinary items due to its immovable property status, which has both a high economic value and a social role. In fact, this social function is a key concept of national agricultural legislation.[1] Law No. 5 of 1960 concerning Basic Regulations on Agrarian Principles (also known as the UUPA), which highlights the significance of legal certainty and the preservation of land rights, serves as the foundation for Indonesian land rights regulations. The UUPA was passed in order to provide everyone legal clarity about their land rights.[2] In compliance with the guidelines outlined in government legislation, the government registers land across the Republic of Indonesia to provide legal certainty. Determining a piece of land's legal status not only gives the owner legal clarity but also has financial advantages; for example, a certificate that serves as legitimate evidence of title may raise the land's selling price or be used as collateral to get bank credit.[3] According to Article 19(1) of the UUPA, land registration includes land measuring, mapping, and recording; the registration of land rights and their transfer; and the issuing of papers that serve as proof of rights and function as powerful evidence.[4] Unlike in normal civil law, the transfer of land rights via sale and purchase cannot be based just on the parties' agreement; instead, it must meet the formal and substantive conditions outlined in statutory rules. Executing a sale and purchase deed in front of a Land Deed Official (PPAT), who acts as the designated official, is a crucial prerequisite. Such deeds must be completed by a PPAT in accordance with Government Regulation (PP) No. 24 of 1997 Governing Land Registration, Article 37 (1). Every legal act pertaining to land rights is accurately recorded and registered at the Land Office (BPN) when an authentic deed is used in sale and purchase transactions or when granting a power of attorney to sell. This ensures legal certainty for both the parties involved and third parties. [5] Because this is consistent with common law rules about the "concrete/cash/real" character of such transactions, a sale and buy transaction carried out without the existence of a PPAT is nevertheless acceptable under Article 5 of the UUPA. However, PP No. 24 of 1997 on Land Registration—which acts as the UUPA's implementing regulation—mandates that any agreement intended to transfer land rights be supported by a deed prepared by and before a PPAT in order to ensure legal certainty in the transfer of land rights; in particular, Article 37 (2) suggests that the Head of the BPN requires data that can only be provided through a deed prepared by a PPAT.[6] Therefore, an authentic deed offers legal assurance that the agreement's drafting conforms with statutory criteria in addition to serving as documentation that the parties signed the agreement. A private deed, or "akta di bawah tangan," on the other hand, does not provide the same degree of legal certainty as an authentic deed

and only has evidential value to the extent that the signatories accept it.[7] Therefore, a notarial deed or a PPAT deed is officially necessary to trigger particular legal consequences, such the transfer of the land title ("balik nama"), even when a sale and buy transaction is substantively legitimate based only on mutual agreement.[8]

An official with the authority to write a Sale and Purchase Deed (AJB) as legitimate documentation of a transfer of rights is known as a PPAT. The PPAT's function goes beyond just documenting the parties' agreement; it also entails making sure that all administrative procedures have been fulfilled, the land in issue has a clear legal status, and the parties have the legal standing to carry out the transaction. To put it another way, in land sale and purchase transactions, the PPAT serves as a protector of legality and legal certainty. Because the deed they create forms the foundation for the property Office to document changes in property ownership, the PPAT performs a crucial function. A land sale and purchase transaction cannot go on to the title transfer stage without the participation of a PPAT, depriving the buyer of a legal ownership assurance. When carrying out their professional responsibilities in service to the public, PPATs are required to rigorously comply to existing legislation due to their crucial role in maintaining legality and legal certainty. Additionally, a PPAT has a commitment to ensure the integrity of the actions they carry out and must operate in the public interest rather than out of self-interest.[9] Evidence, also known as "bewijsmiddel," refers to all kinds and sorts of information and explanation about a case that help the judge make a decision during court proceedings. Evidence is crucial in demonstrating the truth of an event when creating a legal connection. A judge's decisions to settle disputes and provide the parties involved legal certainty are based on the evidence. It is challenging to verify the veracity of an agreement or legal occurrence in the absence of reliable proof. Legal evidence is limited to forms recognised by statute and obtained through legal procedures to ensure it has evidentiary weight in court, whereas general evidence may include any information related to an event. This is a fundamental difference between legal and general evidence. In particular, when it comes to land sale and purchase agreements, the transfer of land rights is only considered legitimate if it is supported by a PPAT-executed document that is registered with the BPN. "The transfer of land rights and ownership rights over condominium units—whether through sale and purchase, exchange, grant, capital contribution to a company, or other legal acts of rights transfer (excluding transfers via auction)—may only be registered if substantiated by a deed executed by a PPAT authorised under applicable laws and regulations."

Therefore, the presence of a genuine deed created by a PPAT as legitimate and officially recognised proof is one of the prerequisites for a successful transfer of rights. A deed created in the format required by law by or in front of an authorised public authority (such as a notary, judge, clerk, bailiff, or civil registrar) at the site where the deed was made is considered genuine. An genuine deed has complete evidential force (volledig bewijs) according to statutory requirements, meaning the court must accept and trust all of the information included in it as substantially true without needing further confirmation. In actuality, however, property transactions are still often carried out using merely receipts as evidence of payment and without a PPAT deed. Although these receipts do not legally form an actual deed that can be used as a foundation for registering the transfer of land rights, the parties often see their usage as adequate. Conflicts, legal ambiguity, and inadequate legal protection for rights holders might result from this circumstance.

This issue, especially with respect to the status of receipts in property transactions, highlights a stark discrepancy between legal regulations and social reality. Legally speaking, receipts cannot be compared to genuine acts that have final legal power since they are only private written proof with flimsy and easily contested legitimacy. In actuality, however, a lot of people still use simple letters or receipts as their main form of evidence of purchase and sale. This happens because, despite the fact that this document does not legally provide the security of their legal position in the event of a future dispute, it is assumed that the signature on the receipt is sufficient to legitimise the transfer of rights.

In a land sale-purchase deal, depending just on a receipt as proof may result in legal problems. At its core, a receipt is just evidence of payment; it is not evidence of the transfer of rights. Legal ownership of the property does not pass to the buyer until an AJB is executed by a PPAT and then registered at the property Office. Conflicts including claims from the seller's heirs, complaints from other owners, or refusal when the buyer tries to transfer the title (alter the name on the certificate) are all made possible by this circumstance. A property sale-purchase transaction was ruled illegal in Supreme Court Decision Number 448 K/Pdt/2021 due to the legal argument that the sole written evidence was a privately created document, namely a receipt. A debt connection between the Plaintiff, Defendant I, and the Co-Defendant gave rise to the legal proceedings in this case. Defendant II transferred land to Defendant I through a grant mechanism in order to pay off the debt, and then Defendant I and the Plaintiff engaged in a sale-purchase agreement. The sole documentation of this sale-purchase transaction was a private sale contract and a receipt dated December 5, 2013; no PPAT was involved. However, an ownership issue developed since the grant and sale-purchase procedures were disputed by the seller and did not satisfy the official conditions for the transfer of property rights. In the end, the Supreme Court decided that a receipt by itself was not enough proof to establish the legitimacy of the property rights transfer; as a

result, the transfer was deemed to be unlawful.However, if a receipt satisfies certain requirements—such as having signatures, clearly identifying the participants, and being explicit about the purpose and value of the transaction—it may be regarded as proof of an agreement in certain civil situations. In some cases, the receipt may be used as evidence of the buyer and seller's legal connection. A property sale transaction supported by a receipt was deemed legitimate, and the transfer of title (registration of ownership change) was allowed, as shown in Judgement Number 36/Pdt.G/2022/PN Trg. The lawsuit began with a private land sale agreement between the Plaintiff and the Defendant for a certified piece of land; payment was completed, as shown by a receipt, the certificate was given to the Plaintiff, and the Plaintiff took actual ownership of the property. However, it proved difficult to execute an official deed since the seller's whereabouts were unclear and the legal transfer of rights was never completed. The issue of how far the current collection of facts represents the parties' actualised purpose emerges in such a circumstance. Additionally, the perception that a legal event did occur is reinforced by consistent witness testimony and the lack of third-party objections about land ownership. This is the exact location where Beneath these apparently straightforward facts, there is a dynamic that forces the court to assess and make decisions about a transfer of property rights based only on a receipt as proof. This makes the case intriguing. However, a genuine deed signed by a Land Deed Official (PPAT) still has more evidential weight than a receipt. A common cause of disagreements in property sale transactions is the difference in evidential value between a genuine deed and a receipt. Examining the legal status of receipts in property transactions, the degree of their evidential weight under the law, and their significance for the parties' legal protection is thus essential.Administratively speaking, purchases without a PPAT deed prohibit the buyer from transferring the title at the National Land Agency (BPN) (i.e., altering the name on the certificate). In the event that the property is later sold or used as collateral for a bank loan, this unavoidably impacts the legal recognition of land ownership and causes issues. To put it another way, these unofficial transactions result in both real cash losses and legal drawbacks for all participants. The significance of registering to prevent ownership disputes over the property in issue is emphasised by recent case studies and literature.[11] In general, public legal knowledge does not differentiate between the transfer of a plot of land and the transfer of other kinds of property; it does not make a difference depending on whether the object of the transfer is land or not, or whether it is immovable or mobile property.[12] One of the main causes of the issue is a lack of legal knowledge among the general public about the significance of formal processes in property purchases. Informal methods are often used due to bureaucratic complexity, unequal legal knowledge, and the perceived expensive expense of preparing official deeds. However, doing so really increases future hazards. As a result, further research is needed to determine the legal status of receipts in land sale transactions and how they affect both parties' legal protection. The purpose of this study is to examine the degree to which receipts in land transactions have evidential weight and how to reduce legal risks resulting from these papers' limitations. As a result, the author feels compelled to investigate this matter in a research called "The Evidentiary Weight of Receipts as Evidence in the Transfer of Land Rights."

Research Methods

Normative-juridical research is the kind used here. The study of basic legal concepts, legal systematics, harmonising legal rules, and comparative law are all included in normative-juridical research. The Civil Code, Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA), Government Regulation Number 24 of 1997 concerning Land Registration, the HIR/RBg, and particular court decisions—namely, Decision Number 36/Pdt.G/2022/PN Trg and Decision Number 448 K/Pdt/2021—as well as other pertinent legal provisions that support the study. There are many methods used in legal research. By using these methods, the researcher collects data on the problem being studied from a variety of angles.[13] Normative legal study use the statute method, conceptual approach, and case approach to consider positive law as the basis for resolving legal issues.[14] Data collected directly from the public and data gathered from library resources are often distinguished in study. This research used primary, secondary, and tertiary legal documents as data sources. In order to solve the research issue, references, laws, and pertinent legal publications and journals were reviewed as part of the library-based research method used to gather data from these legal documents. This procedure included reading and evaluating laws, searching the literature via print and electronic media pieces, classifying information pertinent to the identified problem, and evaluating that information to address the problem that served as the research topic. In order to methodically characterise the legal rules and notions pertaining to the evidential weight of a receipt in the transfer of property rights, this research uses a descriptive-analytical methodology. In order to see how favourable legal standards are applied in actual judicial proceedings, the research also looks at the practical implementation of the law. This is accomplished by using legal interpretation techniques that analyse how judges interpret strict regulations in the context of social reality, revealing the legal reasoning for the acceptance of receipts as admissible evidence. In the end, the analysis aims to ascertain a receipt's level of evidential weight and its significance for attaining justice and legal clarity in judicial practice.

Results and Discussion

The Evidentiary Weight of A Receipt in The Transfer of Land Rights

1. History and Background of the Case

Two court decisions with radically different factual contexts serve as the foundation for this consideration of the legal significance of a receipt in property disputes. The first is the Tenggarong District Court Ruling Number 36/Pdt.G/2022/PN Trg, which deals with a disagreement over the acquisition and sale of agricultural property that had already transmigrated. The second is Supreme Court Ruling Number 448 K/Pdt/2021, which deals with a family land rights dispute brought on by a financial obligation. The case history, the circumstances of the case, and the timeline of the receipt's emergence as evidence in each instance will all be explained in detail in this part.

a. Facts of the Case: Sale and Purchase of Former Transmigration Land (Tenggarong District Court Ruling)

A land sale and purchase transaction in Kutai Kartanegara Regency gave rise to the matter discussed in Ruling Number 36/Pdt.G/2022/PN Trg. As the buyer, Andrie Sumampouw filed the complaint. He filed a lawsuit against the vendor, Paijan, a transmigrant resident, and included the Kutai Kartanegara Regency Land Office (BPN) as a co-defendant. A 7,500 square metre tract of agricultural property in Bukit Pariaman Village—more precisely, a former transmigration company site—was the subject of the deal. The property already had the necessary paperwork, including a Freehold Title Certificate (SHM) Number M. 3261 that had been registered in Paijan's name since 1990. The purchase occurred almost four years before the complaint was filed. At that point, Andrie Sumampouw agreed to pay Paijan IDR 110,000,000 for the land. The vendor produced a payment receipt (Evidence P-9) as legitimate documentation of the money received after full payment was completed. Paijan gave Andrie actual ownership of the property and the original Freehold Title (SHM) No. M. 3261 as soon as he received the money and signed the receipt. Andrie had complete control and administration of the property from that point on, free from outside intervention.
In this instance, there was no ownership dispute or land struggle; rather, the disagreement sprang only from administrative concerns. Andrie and Paijan had not yet completed an official Sale and Purchase Deed (AJB) prior to a PPAT since the initial transaction was completed under a private agreement. A major problem arose when Andrie tried to have the property title changed into his name at the property office. The Land Office refused to finalise the transfer as the only supporting paperwork was a payment receipt rather than the formal AJB document provided by a PPAT. It was no longer able to locate Paijan, despite Andrie's best efforts to locate him so they could do a formal AJB together. Given that Paijan was a transmigrant, it was very probable that he had left the group and returned to his own nation. Since the seller's residence was unknown, Andrie had no other way to find out the legal status of his land registration. Due to this situation, Andrie was compelled to bring a lawsuit before the Tenggarong District Court, citing the receipt as the main source of information on the sale and purchase transaction.

b. Case Background: Family Debt Relations and Gifted Land Claims in a Supreme Court Ruling

In the instance covered by Supreme Court Ruling Number 448 K/Pdt/2021, a completely new situation developed. In this case, which was heard at the cassation level, Rusli Marpaung was the Petitioner for Cassation (originally the Plaintiff) against his daughter-in-law, Ivonne Julia Maria Katuuk (Defendant I), and her mother, Sandra Dewisri Rotinsulu (Defendant II). Jerry Semmy Marpaung, his biological son, was also a co-defendant. A 408-square-meter piece of land in Maumbi Village (Jaga I), Kalawat District, North Minahasa Regency, was the subject of the dispute. The contested property was a minor part of a bigger plot that was recorded in Sandra Dewisri Rotinsulu's (Defendant II) name under Freehold Title (SHM) Number 1359.
In this instance, the receipt resulted from an internal family financial problem rather than a simple sell and buy transaction. The case started when the Plaintiff's biological son and his wife (Defendant I) owed the Plaintiff a considerable sum of IDR 224,400,000. They came up with a plan to transfer land as a way to clear the debt as they were unable to pay it back in cash. The family started by signing a private deed of gift on April 1, 2013. Defendant II, the biological mother of Defendant I, stated in this document that she was giving her child (Defendant I) a piece of the property covered by Freehold Title (SHM) No. 1359. Second, based on that private deed of gift, Defendant I signed a private sale agreement on December 17, 2013, and sent the Plaintiff (Rusli Marpaung) a purchase receipt on December 5, 2013, indicating that the provided property had been transferred to satisfy their obligation. After the sequence of private

papers were executed, Defendants I and II kept the land and refused to provide it to the Plaintiff, which led to a legal conflict. The plaintiff sued them, claiming an illegal conduct, since they felt wronged that neither the promised land nor the money were obtained. The fact that the entire sequence of land rights transfers—from the mother's gift to her child to the transfer of rights to the Plaintiff—was carried out exclusively on the basis of receipts and private documents, without the assistance of a Land Deed Official (PPAT) or the Village Head, is a key component of the problem in this case. To make matters worse, the property mentioned in the receipt had never been formally separated from the master land title certificate or split. When Sandra, the original owner of the master title, emphatically disputed all the transactions and therefore completely contested the authenticity of the receipt, the confrontation escalated throughout the trial.

2. Evidentiary Value of a Private Receipt in Court Proceedings

After comprehending the case history and the dispute's beginnings, the next important factor that has to be thoroughly examined is how civil procedural law considers a private receipt's binding evidentiary value when it is presented as evidence in court. From the contesting parties' point of view, evidence is a tool or strategy employed to convince the judge in court.[15] According to evidential theory, the purpose of evidence in court is to establish "formal truth"—truth based only on the evidence put out by the parties, without the judge looking for further information. A receipt is categorically categorised as a private document (*akta di bawah tangan*) under Indonesian law as no authorised public authority, such as a notary or a land deed official (PPAT), was involved in its formation. This kind of private document has evidential weight as long as no side disputes it.[16] As a result, a genuine deed has the same instant, absolute, and binding effect as a mere receipt. Such a private receipt's probative value is highly conditional and relative; its value is primarily dependent on whether the signatories acknowledge it, as well as how well the document satisfies substantive requirements and is consistent with other supporting evidence that is presented during the trial.

A judge has complete authority to determine whether a private document is admissible depending on their conviction and how it relates to other evidence under the theory of free evidentiary value (vrije bewijskracht). The Tenggarong District Court Case No. 36/Pdt.G/2022/PN Trg proceedings provide as a clear example of this, as the panel of judges gave the buyer's payment receipt considerable weight and complete recognition. A number of reliable, consistent facts revealed throughout the trial supported the receipt, making this legal conclusion conceivable. No one protested, contested, or claimed that the signature or the contents of the receipt were forged, despite the vendor (the Defendant) never showing up in court—effectively disappearing.

According to the concept of admittance (*bekentenis*), a private document gains formal and material binding power equivalent to that of an authentic deed for the parties concerned when the signature is accepted or uncontested by the interested party. In this instance, the receipt was deemed to satisfy the requirement of material certainty by conclusively demonstrating two actual legal events: first, that the buyer and seller had actually exchanged 100 million rupiah in cash; and second, that the payment was made exclusively to settle the purchase of the contested former-transmigration agricultural land. The "judicial presumption" principle, which considered specific post-transaction actions—specifically, the transfer of the original Freehold Title Certificate from the seller to the buyer and the buyer's actual and peaceful physical possession of the land over a period of many years—further strengthened the judges' perception of the receipt's evidentiary weight. The panel of judges concluded that this private receipt had adequate and conclusive probative value to award the buyer's complete property registration claim based on this alignment of evidence.

On the other hand, any party claiming a right is required to demonstrate its existence under the burden of evidence principle (also known as "bewijslast"). During the case's processes, a completely different legal scenario emerged, leading to Supreme Court Decision Number 448 K/Pdt/2021. A purchase receipt that the plaintiff had produced was considered to have no significant binding effect with reference to the contested property, thus the court immediately dismissed it and stripped it of all evidential weight. A private document has very little formal evidentiary significance in the hierarchy of evidence. Defendant II, Sandra Dewisri Rotinsulu, the land's legitimate owner, firmly refuted and denied the receipt in court, which was the main cause eroding and rejecting it. Before the court, Sandra repeatedly insisted that she was unaware of the sale of a section of the property, which was certified in her name, to

the plaintiff and that she never gave her assent. Legally, a private document (like a receipt) loses its binding force and becomes merely preliminary documentary evidence that does not bind the land itself when its content is disputed and the party named in the property's title deed denies signing it. The receipt was found to be flawed and inadequate to serve as proof of ownership on its own in the absence of any legitimate evidence that is accepted under land law. The courts also discovered an anomaly: while the property in issue had never been formally separated from the master title document, the receipt had really come from a coerced family debt settlement plan disguising itself as a land sale transaction. This private receipt was judged to have a fatal legal defect, lack material certainty regarding the transfer of land rights, and was ultimately categorically rejected by the Supreme Court because the original land title certificate holder disputed and denied the transaction—and there was no extrinsic evidence to support its validity.

Conclusion

A receipt is expressly categorised as a kind of documented evidence—more precisely, a private document—in the context of civil procedural law. Given that a receipt is freely established by the parties involved in the transaction without the participation, intervention, or writing of an authorised public official, this hierarchical difference suggests that, technically, a receipt is inferior to an authentic deed. A receipt is essentially a written document that certifies that a certain amount of money has been received; yet, its evidential value is neither absolute nor immediately binding. The document's substantive binding power is largely dependent on the signatory's acknowledgement; thus, if the other party disputes or denies it, its evidential weight becomes relative, requiring further court examination of its formal legitimacy. Therefore, in order to demonstrate decisive evidential value, a receipt is considered a piece of evidence that has to be corroborated or correlated with other legitimate types of evidence. The substantive evidentiary weight of a receipt is just a kind of preliminary written evidence with relative value in disputes involving the transfer of land rights; it is neither absolute (*volledig bewijskracht*) nor binding (*dwingende bewijskracht*). A side relying on a receipt may nonetheless win a land dispute in spite of these legal restrictions if its evidentiary value is increased to the point where it gives the panel of judges complete conviction via confirmation by other reliable evidence. Establishing the whole material truth—such as proof of genuine, sincere physical ownership of the property and reliable witness testimony attesting to the financial transaction—is crucial to success. As a result, the receipt acts as a preliminary piece of evidence; when it is skilfully paired with corroborating evidence in court, it has substantial, legally binding weight, making it possible to effectively obtain and legally reinstate property ownership rights.

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