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Legal Certainty in the Sale and Purchase of Land Formerly Subject to a Right to Build Based on Privately Signed Documents: A Critical Analysis of Judgment No. 46/PDT.G/2023/PN PWD and No. 251 PK/PDT/2025

Kepastian Hukum Jual Beli Tanah Bekas Hak Guna Bangunan Berdasarkan Dokumen di Bawah Tangan: Analisis Kritis Putusan Nomor 46/PDT.G/2023/PN PWD dan Nomor 251 PK/PDT/2025

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ABSTRACT
This study examines the legal certainty of a land sale-purchase claim involving former Right to Build (HGB) No. 1/Sugihmanik, based on Purwodadi District Court Decision No. 46/Pdt.G/2023/PN Pwd and Supreme Court Decision No. 251 PK/Pdt/2025. Using normative legal research with statutory, case, and conceptual approaches, the study applies prescriptive-temporal analysis. The HGB expired on April 11, 2004, the auction minutes were issued on April 30, 2004, and payment occurred on August 27, 2008. Evidence P-4 proves payment but not the recipient's authority, the existence or transfer of rights, a PPAT deed, or registration. Therefore, rejecting the plaintiff's ownership claim is justified. However, further examination is needed regarding mortgages, auction authority, and any timely HGB extension application. The judgment does not clarify the auction's legal basis after expiration or the emergence of new rights. Legal certainty requires verifying land status, encumbrances, auction authority, and corporate authority before executing deeds and registering rights.
Keywords: *Legal Certainty, Mortgage Right, Private Document, Auction Minutes*

ABSTRAK
Penelitian ini menganalisis kepastian hukum klaim jual beli tanah bekas Hak Guna Bangunan (HGB) Nomor 1/Sugihmanik berdasarkan Putusan Pengadilan Negeri Purwodadi Nomor 46/Pdt.G/2023/PN Pwd dan Putusan Mahkamah Agung Nomor 251 PK/Pdt/2025. Penelitian hukum normatif ini menggunakan pendekatan perundang-undangan, kasus, dan konseptual dengan analisis preskriptif-temporal. HGB berakhir pada 11 April 2004, risalah lelang diterbitkan 30 April 2004, sedangkan pembayaran dilakukan 27 Agustus 2008. Hasil penelitian menunjukkan bahwa bukti P-4 hanya membuktikan pembayaran kepada pihak yang kewenangannya tidak terbukti, bukan ketersediaan hak, kewenangan pengalihan, akta PPAT, maupun pendaftaran. Penolakan klaim kepemilikan penggugat tepat. Namun, perlu diperiksa keberadaan Hak Tanggungan, kewenangan eksekusi, dan kemungkinan permohonan perpanjangan sebelum HGB berakhir. Pertimbangan mengenai kepemilikan pemenang lelang belum menjelaskan dasar lelang setelah HGB hapus atau lahirnya hak baru. Putusan berkekuatan tetap tidak menggantikan penetapan administratif status tanah. Kepastian transaksi memerlukan verifikasi status hak, beban, dasar lelang, dan kewenangan perseroan sebelum akta dan pendaftaran.
Kata Kunci: Dokumen Di Bawah Tangan, Hak Tanggungan, Kepastian Hukum, Risalah Lelang

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INTRODUCTION

Land is both an economic and legal object, and its registration and transfer require certainty concerning the subject, type of right, duration, location, area, and encumbrances attached to it. Land registration provides physical and juridical data so that right holders and third parties can assess the status of a parcel of land before entering into a transaction (Harsono, 2013; Santoso, 2012).

One of the land rights commonly used by business entities is the Right of Building Use (Hak Guna Bangunan or HGB), namely the right to erect and own buildings on land that does not belong to the right holder for a specified period. Its fixed-term nature makes the expiry date of the right a constitutive fact in examining the object: a certificate that was once valid does not, by itself, establish that the HGB remains available for transfer (Law Number 5 of 1960 concerning the Basic Agrarian Principles, 1960, Article 35(1)).

In practice, payment for land is sometimes recorded only in a receipt, acknowledgment of payment, statement letter, or privately executed agreement. Such documents may have evidentiary value as proof of a civil-law relationship, but their function must be distinguished from that of a deed executed by a Land Deed Official (Pejabat Pembuat Akta Tanah or PPAT) and the registration of a change in the right holder. Problems commonly arise when the buyer seeks to register the transfer of title or when the status of the object and the seller's authority are subsequently challenged (Hayati, 2016; Setiawan et al., 2021).

Legal analysis must therefore distinguish at least four layers. First, the agreement giving rise to an obligation-based relationship. Second, the existence of the object and the authority of the parties undertaking the transfer. Third, the procedure for transferring the right under land law. Fourth, publication through registration. Payment of the purchase price may prove the partial performance of an obligation at the first layer, but it does not automatically satisfy the following three layers (Civil Code, n.d., Articles 1320, 1338, and 1457–1459; Government Regulation Number 24 of 1997 concerning Land Registration, 1997, Article 37(1)).

This issue is illustrated by the dispute between PT Azam Anugrah Abadi and PT Azam Laksana Intan Buana (PT ALIB), together with other parties. The object of the dispute was former HGB Number 1/Sugihmanik, covering an area of 826,491 m². The HGB registered in the name of PT Semen Sugih Harapan expired on April 11, 2004; PT ALIB was subsequently designated as the auction purchaser on the basis of Auction Minutes Number 033/2004 dated April 30, 2004. Four years later, PT Azam Anugrah Abadi paid IDR 1,500,000,000.00 to Defendant V and relied on the acknowledgment of payment as the basis for its ownership claim (Purwodadi District Court Decision Number 46/Pdt.G/2023/PN Pwd, 2023, pp. 41–43).

The Purwodadi District Court dismissed the entire claim through Decision Number 46/Pdt.G/2023/PN Pwd. After the decision became legally final and binding, the plaintiff filed a petition for reconsideration on the ground of judicial error or manifest error. The Supreme Court, through Decision Number 251 PK/Pdt/2025, also rejected the petition. Although the outcomes of both decisions were the same, their ratio decidendi raises the question of whether the rejection of the plaintiff's claim may simultaneously be interpreted as a determination that the former HGB land remained owned by the auction purchaser (Supreme Court of the Republic of Indonesia, 2025; Purwodadi District Court, 2023).

Previous studies have discussed former state land rights, the protection of former HGB holders, privately executed land transactions, and the extinguishment of Mortgage Rights when the underlying land right expires. The novelty of this case lies in the chronological disjunction among three events: the expiration of the HGB, the auction conducted nineteen days later, and the payment made more than four years thereafter. This article connects these three events to examine not only the evidentiary value of Exhibit P-4, but also the existence of the auction object, the accessory nature of the Mortgage Right, and the limits of the legal consequences of a civil judgment (Moechthar et al., 2025; Mujiburohman, 2016; Putra, 2013).

Legal certainty is used as an analytical framework rather than merely as an abstract value. A legal consideration is regarded as certain when the applicable norm is temporally appropriate; the facts are accurately classified; the relationship among the object, authority, evidence, and transfer procedure is constructed consistently; and the ratio decidendi is aligned with the operative part of the judgment and its enforceable legal consequences. On the basis of this framework, the study examines how legal certainty operates in the sale and purchase of former HGB land based on privately executed documents in the two decisions (Hadjon & Djatmiati, 2005; Julyano & Sulistyawan, 2019).

RESEARCH METHODS

This study constitutes prescriptive normative legal research. A statutory approach is employed to examine the Basic Agrarian Law, the Civil Code, the legal regime governing the Right of Building Use (Hak Guna Bangunan or HGB), Mortgage Rights, land registration, limited liability companies, Land Deed Officials (Pejabat Pembuat Akta Tanah or PPAT), and reconsideration proceedings. A case approach is used to identify the facts of the dispute, the parties' arguments, the evidence, the ratio decidendi, and the operative parts of the two decisions. A conceptual approach is applied to distinguish between obligation-based relationships, the transfer of rights in rem, authority to act, evidentiary matters, and legal certainty (Marzuki, 2020).

RESULTS AND DISCUSSION

Facts of the Case and Core Holdings

The District Court's decision records that HGB Number 1/Sugihmanik was issued on May 21, 1984, pursuant to a decision dated April 11, 1984, for a term of twenty years. In the response submitted by the Land Office, its status was described as former HGB land "with a term of 20 years that expired on April 11, 2004." The land had previously been pledged as collateral and was subsequently auctioned by KP2LN Jakarta I. PT ALIB was designated as the purchaser on the basis of Auction Minutes Number 033/2004 dated April 30, 2004 (Purwodadi District Court Decision Number 46/Pdt.G/2023/PN Pwd, 2023, p. 41).

PT Azam Anugrah Abadi claimed that it had purchased the object from Defendant IV through Defendant V. Exhibit P-4, consisting of a receipt dated August 27, 2008, indicated the payment of IDR 1,500,000,000.00 as reimbursement for the auction funds. The plaintiff also relied on physical possession, payment of Land and Building Tax, statements from cultivators, and several corporate deeds. The dispute arose when PT ALIB and related parties again took action in relation to the object, including receiving compensation for part of the land for the construction of electricity

infrastructure (Purwodadi District Court Decision Number 46/Pdt.G/2023/PN Pwd, 2023, pp. 38–43).

The panel of judges formulated three principal evidentiary issues: the validity of the sale and purchase between the plaintiff and Defendant IV through Defendant V; the alleged unlawful act arising from the failure to deliver the former HGB certificate and the auction minutes; and the alleged unlawful act arising from the defendants' receipt of compensation or sale of part of the object. This formulation demonstrates that the plaintiff's ownership claim first depended on its ability to prove the legal act of transfer (Purwodadi District Court Decision Number 46/Pdt.G/2023/PN Pwd, 2023, p. 42).

With respect to the plaintiff's principal evidence, the panel stated that "the documentary evidence marked P-4 is insufficient to prove the sale and purchase of the disputed object." The court explained that P-4 merely demonstrated the delivery of money, was not supported by evidence that Defendant V had authority to sell or receive money on behalf of PT ALIB, was not executed before a Land Deed Official (Pejabat Pembuat Akta Tanah or PPAT), and was not accompanied by evidence of Defendant IV's position within PT ALIB at the time of the transaction. On that basis, the alleged sale and purchase was considered "unlawful" (Purwodadi District Court Decision Number 46/Pdt.G/2023/PN Pwd, 2023, pp. 43–44).

The testimony of the plaintiff's witnesses was also disregarded because they did not know the legal basis of the possession and had never seen the certificate or the sale and purchase documents. After rejecting the evidence of transfer, the panel stated that the object "to this day remains the property of PT ALIB" on the basis of the old certificate and the auction minutes, and was deemed never to have been transferred. This positive assertion must be examined separately from the negative conclusion that the plaintiff had failed to prove its right (Purwodadi District Court Decision Number 46/Pdt.G/2023/PN Pwd, 2023, p. 45).

The operative part of the District Court's decision merely dismissed the entire claim and ordered the plaintiff to pay the court costs; it did not contain a declaration that PT ALIB was the holder of the land right (Purwodadi District Court Decision Number 46/Pdt.G/2023/PN Pwd, 2023, p. 46). In the reconsideration proceedings, the Supreme Court held that there was no judicial error or manifest error, stated that the plaintiff's evidence did not establish that the object belonged to it, and rejected the petition on March 24, 2025 (Supreme Court Decision Number 251 PK/Pdt/2025, 2025, pp. 9–10).

Status of Former HGB Land, Mortgage Rights, and the Auction Minutes

The legal consequences of the expiration of the HGB on April 11, 2004, must be assessed under the norms applicable at the time the event occurred. Article 40(a) of the Basic Agrarian Law provides that an HGB is extinguished upon expiration of its term. In 2004, the implementing provisions were Article 35(1)(a) and Article 36 of Government Regulation Number 40 of 1996. The consequences of extinction depend on the original land status: an HGB over State Land becomes State Land, an HGB over Management Rights returns to the control of the Management Rights holder, and an HGB over Ownership Rights returns to the control of the Ownership Rights holder (Law Number 5 of 1960, 1960, Article 40(a); Government Regulation Number 40 of 1996, 1996, Article 35(1)(a) and Article 36).

Government Regulation Number 40 of 1996 was subsequently repealed by Government Regulation Number 18 of 2021. The current regime may not be applied retroactively to create new legal consequences for an event occurring in 2004, but it confirms the same basic rule: an HGB is extinguished upon expiration of its term, and the consequences are determined according to the original status of the land. The consistency between the two regimes confirms that an old certificate cannot be treated as evidence of an HGB that continues to exist without an extension, renewal, or grant of a new right (Government Regulation Number 18 of 2021, 2021, Articles 46(a) and 47).

The decision refers to the object as former HGB land but does not explain whether the HGB was originally established over State Land, Management Rights, or Ownership Rights. The decision also does not identify any decision granting an extension, renewal, or new right after April 11, 2004. This factual gap is decisive because the status of the land after the extinction of the right cannot be inferred solely from possession of the old certificate, payment of taxes, or the history of acquisition (Mujiburohman, 2016; Moechthar et al., 2025, pp. 168–170).

Another legal link that was not analyzed in the decision is the Mortgage Right. An HGB may be encumbered with a Mortgage Right. A Mortgage Right is accessory to the secured debt, while, as a security right in rem, it also depends on the continued existence of the land right serving as its object. Accordingly, the existence of the security must be examined together with the existence of the HGB (Law Number 4 of 1996, 1996, Article 4; Sjahdeini, 1999).

Article 18(1)(d) of the Mortgage Rights Law provides that a Mortgage Right is extinguished when the land right encumbered by it is extinguished. Its elucidation provides an important qualification: where an HGB expires but an application for extension has been submitted before the term expires, the Mortgage Right continues to attach to the extended right. The extinguishment of the Mortgage Right does not extinguish the secured debt. Therefore, the HGB's expiry date, the status of any extension application, and the basis of execution must be examined as one legal sequence (Law Number 4 of 1996, 1996, Article 18(1)(d) and Article 18(4), together with the Elucidation to Article 18(1); Putra, 2013).

The auction minutes themselves constitute an authentic deed and a foundational document for registering a transfer through auction. Article 37(1) of Government Regulation Number 24 of 1997 exempts auctions from the obligation to use a PPAT deed, while Article 41 regulates registration on the basis of an excerpt of the auction minutes and the required documents. Accordingly, the auction held on April 30, 2004 should not be assessed using the formal requirements applicable to the private sale and purchase transaction dated August 27, 2008 (Government Regulation Number 24 of 1997, 1997, Articles 37(1) and 41; Al Qindy, 2021).

Nevertheless, the authentic form of the auction minutes proves the events and statements recorded in them; that form does not, by itself, recreate a right in rem or an authority to execute that has already ceased to exist. If the auction of April 30, 2004 constituted enforcement of a Mortgage Right, the court should have determined whether the Mortgage Right remained effective on April 11, 2004 because an application for extension had been filed, or whether the auction had another valid legal basis for execution. In the absence of such data, this article does not conclude that the auction was invalid, but finds that the premise for concluding that the auction

purchaser acquired the land right remains incomplete (Law Number 4 of 1996, 1996, Article 18(4); Putra, 2013, pp. 25–31).

The position of a former HGB holder or a party relying on a history of acquisition must also be distinguished from a currently valid land right. Under the current regime, a former holder may have a conditional priority to apply for the right again if the requirements relating to use, control, utilization, and the condition of the land are satisfied. Such priority does not constitute automatic ownership and still requires a decision granting the right and subsequent registration. This concept is relevant to current resolution mechanisms, but it may not be used to retroactively revive an HGB that expired in 2004 (Government Regulation Number 18 of 2021, 2021, Articles 37(4) and 41(2); Moechthar et al., 2025, pp. 178–180).

The phrase "property of PT ALIB" in the reasoning also requires precision. If it is intended to mean Ownership Rights in the sense used by the Basic Agrarian Law, an ordinary commercial limited liability company is generally not eligible to hold Ownership Rights. If the phrase is used merely in the general sense of belonging, the panel should nevertheless identify the type and legal basis of the right so as not to conflate private ownership of an asset with the legal status of a land right (Law Number 5 of 1960, 1960, Article 21; Government Regulation Number 38 of 1963, 1963).

The rejection of PT Azam Anugrah Abadi's claim therefore does not automatically establish the existence of a positive right held by PT ALIB at the time of the lawsuit. Under the burden-of-proof principle, the party asserting a right must prove its assertion; the plaintiff's failure is sufficient to justify dismissal of the claim (Herzien Inlandsch Reglement, n.d., Article 163; Civil Code, n.d., Article 1865). Because the operative part of the decision did not declare PT ALIB to be the holder of the right, the legal effect of the judgment must be formulated narrowly: the plaintiff's ownership claim was not proven, while the positive status of the land remains dependent on valid land-administration data and decisions.

Evidentiary Value of Privately Executed Documents and Authority of the Parties

At the contractual-law level, Article 1457 of the Civil Code describes a sale and purchase as a reciprocal agreement to deliver an object and pay the price; Article 1458 confirms its consensual nature; while Article 1459 distinguishes agreement from delivery, which transfers the right. Under the national land-law system, the requirements of openness and payment, together with registration, provide a special form for the transfer of land rights. This distinction prevents payment from being equated with ownership (Civil Code, n.d., Articles 1457–1459; Isnaeni, 2016; Hayati, 2016, pp. 283–285).

A document prepared and signed without the involvement of a public official may qualify as a privately executed deed. If its signature and contents are acknowledged, it may have evidentiary force against the signatory. However, its evidentiary force is limited to what the document actually states. A receipt may prove the receipt of money, but it does not, by itself, establish the identity of the object, the recipient's capacity, the authority to sell, or the transfer of the land right (Civil Code, n.d., Articles 1874–1875; Muhammad, 2010, p. 290; Samudera, 1992, p. 23).

More specifically, Exhibit P-4 is neither a Sale and Purchase Deed nor a complete bilateral agreement identifying the seller, buyer, authority to act, status of the right, and mechanism of delivery. The panel was correct in stating that P-4 "merely describes

the delivery of money by the Plaintiff to Defendant V." This statement limits the scope of the facts proved by the document; it does not deny the fact of payment (Purwodadi District Court Decision Number 46/Pdt.G/2023/PN Pwd, 2023, p. 44).

The issue of authority must be analyzed more precisely than by simply asking whether Defendant IV was an "officer or shareholder." A shareholder does not automatically have authority to represent the company by virtue of that status. Under the Limited Liability Company Law, the Board of Directors manages and represents the company both inside and outside court; another party may act only on the basis of valid authority or power of attorney. Because Defendant V was not proven to possess such authority, his or her acts cannot be attributed to PT ALIB (Law Number 40 of 2007, 2007, Articles 92 and 98; Manuain et al., 2022).

The examination of authority must also include the company's articles of association and approval by its corporate organs. If the transfer of the object exceeds fifty percent of the company's net assets, Article 102 of the Limited Liability Company Law requires approval from the General Meeting of Shareholders, unless the transaction constitutes the implementation of the company's business activities in accordance with its articles of association. The value and area of the land in this case are insufficient to determine whether the threshold was met without financial statements; for that very reason, corporate documents are part of the authority assessment and cannot be replaced by assumptions (Law Number 40 of 2007, 2007, Article 102; Manuain et al., 2022, pp. 742–746).

Article 37(1) of Government Regulation Number 24 of 1997 provides that a transfer of rights through sale and purchase may be registered only if it is evidenced by a deed executed by an authorized PPAT. This provision focuses on the evidence required for registration. Accordingly, the statement that a land sale and purchase must be conducted before a PPAT should be understood within the system of transfer and publication of rights; it should not be interpreted to mean that every private agreement produces no obligation-based relationship whatsoever (Government Regulation Number 24 of 1997, 1997, Article 37(1); Hayati, 2016, pp. 285–288).

This qualification does not alter the outcome of the case. P-4 does not prove that a valid HGB still existed, does not prove the authority of the person receiving the money, was not embodied in a PPAT deed, and was not followed by registration. The exception in Article 37(2) is also irrelevant because it is limited to transfers of Ownership Rights between individual Indonesian citizens under specific circumstances, whereas the object in this case was former HGB land and the principal parties were limited liability companies (Government Regulation Number 24 of 1997, 1997, Article 37(2)).

Any legal consequence that may remain from P-4 lies within the law of obligations. If the payment is proven and the promised performance cannot be fulfilled, the document may theoretically be relevant to a claim for restitution, breach of contract, or another obligation-based remedy against the proper party. This is distinct from a claim seeking a declaration that the payer is the owner of the land. Its success would still depend on the contents of the obligation, the identity of the parties, limitation periods, and the relief sought.

Notarial legalization would not cure defects relating to the object or authority either. A Notary's authority to authenticate signatures and establish the date of a privately executed document is different from a PPAT's authority to execute a deed concerning a legal act involving a land right. Legalization strengthens the aspects of

signature and date, but it does not transform a receipt into a PPAT deed, create a power of attorney, or revive an HGB that has expired (Law Number 30 of 2004, 2004, as amended by Law Number 2 of 2014, 2014, Article 15(2)(a) and (b); Government Regulation Number 37 of 1998, 1998, as amended by Government Regulation Number 24 of 2016, 2016, Article 2).

Legal Certainty in the Trial Judgment and Reconsideration Decision

Both decisions provide procedural finality: the claim was dismissed and the petition for reconsideration was also rejected. However, the binding effect of a judgment must be understood according to the identity of the parties, the object, and the legal basis of the claim, as provided in Article 1917 of the Civil Code. Finality means that the plaintiff's particular ownership claim has been resolved; it does not transform civil-law reasoning into a decision granting a land right, nor does it expand the operative part into a declaration that was never issued (Civil Code, n.d., Article 1917; Harahap, 2017).

The strength of the trial judgment lies in its layered assessment of the evidence. The panel did not stop at the absence of a PPAT deed, but assessed the contents of P-4, the absence of authority held by Defendant V, the position of Defendant IV, and the witnesses' testimony. The conclusion that the plaintiff failed to prove the transfer remains sound even when Article 37(1) is correctly understood as an evidentiary requirement for registration.

The weakness appears when the panel moved from that negative conclusion to the positive assertion that PT ALIB continued to hold the object. The decision accepted the fact that the HGB expired on April 11, 2004, but did not fully connect it with the consequences of the HGB's extinction, the possible extinguishment of the Mortgage Right, any application for extension, the original status of the land, and the legal basis for execution on April 30, 2004. The reasoning for rejecting the plaintiff's claim is therefore more complete than the reasoning for determining PT ALIB's land-right status.

The petition for reconsideration was filed on the basis of Article 67(f) of the Supreme Court Law, namely an alleged judicial error or manifest error. The Supreme Court stated that "no judicial error or manifest error was found" and affirmed that the plaintiff had failed to prove the substance of its claim (Supreme Court Decision Number 251 PK/Pdt/2025, 2025, p. 9; Law Number 14 of 1985, 1985, as lastly amended by Law Number 3 of 2009, 2009, Article 67(f)).

However, the reconsideration reasoning repeated that the object "to this day belongs to PT Azam Laksana Intan Buana" on the basis of the auction minutes and the absence of a subsequent transfer. This repetition did not resolve the temporal issue concerning the interval between the expiration of the HGB and the auction, the status of the Mortgage Right, or the creation of a new right. The rejection of the reconsideration petition made the outcome final, but finality cannot replace the normative and factual premises necessary to determine the positive status of the land (Supreme Court Decision Number 251 PK/Pdt/2025, 2025, pp. 9–10).

Using four parameters of certainty—temporal accuracy of the applicable norm, accurate classification of the facts, consistency in the relationship among the premises, and conformity between the ratio decidendi and the operative part—the two decisions produce different results on two dimensions. The first dimension is strong: P-4 did not prove the transfer, and the plaintiff was not declared to be the owner. The second

dimension remains incomplete: the party entitled to the land after April 11, 2004 cannot be determined without information concerning the original status of the land, the Mortgage Right, the basis of the auction, and any decision granting a new right. This distinction prevents legal certainty from being reduced to mere procedural finality (Julyano & Sulistyawan, 2019; Hadjon & Djatmiati, 2005).

A more precise ratio decidendi should be structured sequentially: (1) the former HGB had been extinguished; (2) the consequences for the Mortgage Right and the legal basis of the auction required examination; (3) the plaintiff failed to prove the existence of a new transferable right; (4) the recipient of the money was not proven to have authority to represent the company; (5) P-4 proved only the payment; and (6) there was no PPAT deed or registration. This sequence is sufficient to reject the plaintiff's claim without implicitly determining a positive right in favor of the defendants that is unsupported by current land-administration data.

Implications for Notarial and PPAT Practice

This case demonstrates that pre-contractual examination must not stop at a copy of the certificate. A Notary or PPAT should obtain and compare the land book, certificate, Land Registration Information Letter, expiry date of the right, original land status, records of blocking or disputes, Deed of Granting Mortgage Right, Mortgage Right certificate, and evidence of any application for extension. If the previous acquisition occurred through an auction, the excerpt of the auction minutes, the basis of execution, registration status, and documents submitted to the Land Office must also be examined (Government Regulation Number 24 of 1997, 1997, Articles 34, 39, and 41).

For a party organized as a company, the examination should cover the deed of establishment and latest amendments, approval or acknowledgment of notification, composition of the Board of Directors, articles of association, power of attorney, financial statements for testing the threshold under Article 102, and General Meeting of Shareholders approval where required. The label "shareholder" may not be used as a substitute for evidence of authority to represent the company.

When an HGB has expired, a Sale and Purchase Deed must not be executed as though the former right still existed. Article 41(2) of Government Regulation Number 18 of 2021 limits an application for renewal to no later than two years after the HGB expires, while the former holder's priority remains conditional. Because the HGB in this case expired in 2004, the current resolution cannot consist of an ordinary registration of transfer of the former HGB; the interested parties must first ascertain the legal basis and proper applicant for an application for a new right before the land authority (Government Regulation Number 18 of 2021, 2021, Articles 37(4) and 41(2); Moechthar et al., 2025, pp. 178–180).

Before a new right is granted, the parties may regulate their contractual relationship only with caution. A preliminary agreement should disclose that the HGB has expired, make the issuance of a new right and verification of authority conditions precedent, place payment through a secure mechanism, regulate the return of funds, establish deadlines, and allocate the risks if the application is rejected. Such an agreement must not be presented as evidence that the land right has already been transferred.

In dispute resolution, the type of claim must correspond to the available evidence. A party that possesses only proof of payment must distinguish a claim for

performance or restitution from a claim seeking recognition of a land right. The court must also maintain the boundary between rejecting one party's evidence of ownership and declaring another party's ownership. Such precision enables the judgment to be enforced without replacing the authority of land officials in granting and registering land rights.

CONCLUSION

Document P-4 dated August 27, 2008, did not effect the transfer of the former HGB land designated as HGB Number 1/Sugihmanik. The document merely proves payment made to Defendant V, while Defendant V's authority to represent PT ALIB was not established; shareholder status is not identical to the authority to represent a company. The HGB had expired on April 11, 2004, no new transferable right was proven to exist, and the transaction was neither executed through a PPAT deed nor registered. Accordingly, Decision Number 46/Pdt.G/2023/PN Pwd and Decision Number 251 PK/Pdt/2025 correctly rejected PT Azam Anugrah Abadi's claim to ownership.

The two decisions provide final certainty regarding the failure of the plaintiff's claim, but they do not provide complete substantive certainty concerning the positive status of the land. The nineteen-day gap between the expiration of the HGB and the auction requires an examination of whether the Mortgage Right and the authority to enforce it were still in existence, whether an application for extension had been submitted before the HGB expired, what the original status of the land was, and whether a new right was subsequently created. The authentic auction minutes establish the history of the auction, but they do not automatically revive an extinguished HGB. Certainty in similar transactions must be established through layered verification of the right, encumbrances, legal basis of the auction, and corporate authority; a PPAT deed and registration should be completed only when a valid and transferable right is available.

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