

## **ABSTRACT**

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**“TORT FOR THE SELLING OF LAND OWNED TO OTHERS WITHOUT THE OWNER’S KNOWLEDGE IN THE FRONT OF TEMPORARY LAND DEED OFFICIALS (CASE STUDY OF SUPREME COURT DECISION NUMBER 3753 K/PDT/2020)”**

(XIV + 98 pages)

*Under Article 19 of the Indonesian Agrarian Law (known as UUPA in Indonesia), to guarantee legal certainty, the Government requires land registration throughout the territory of the Republic of Indonesia following the provisions stipulated by Government Regulations. The registration stated in paragraph (1) of this article includes measuring, mapping, and bookkeeping of land up to the issuance of letters of proof of title which are valid as strong evidence. After the land has been successfully registered, then a buying and selling process can occur between the land owner and the prospective buyer, in the process, things can happen that are detrimental to the buyer. This research was carried out to analyze and understand how the responsibility of the Temporary Land Deed Official who made the Sale and Purchase Deed to the appeared who sold land belonging to another person in the Supreme Court Decision Number 3753 K/Pdt/2020 is viewed from the Civil Code and Law Number 5 of 1960 regarding the Basic Agrarian Regulations, as well as analyzing and understanding how the legal protection of land owners whose property rights are sold by other people while PPAT in the Supreme Court Decision Number 3753 K/Pdt./2020 is viewed from PP No. 24 of 2016 concerning Amendments to PP No. 37 of 1998 concerning Regulations for the Position of Officials Making Land Deeds. The research used in this legal research is a type of normative juridical research. The type of approach used is a case approach, legislation, and a conceptual approach with qualitative data analysis techniques. The results of this study are that the Camat who acts as the Temporary Land Deed Making Officer has been negligent in carrying out his duties which can result in dishonorable dismissal, Supreme Court Decision Number 3753 K/Pdt/2020 states that the PPJB owned by Johnny is a general agreement that is not sufficiently strong enough to transfer ownership rights from Anah as Defendant I to the Plaintiff. The Supreme Court later stated that Johnny had the right to claim back the money he paid Anah.*

*References: 44 (1960 – 2022)*

*Keywords: Sale and Purchase Agreement, Right of Ownership, Temporary Land Deed Official, Tort*