

Customary Law Contract Agreement Conflict In Inherited Land Purchase Transaction

Ach. Dlofirul Anam

Sekolah Tinggi Ilmu Syariah As Salafiyah Sumber Duko Pamekasan, Indonesia

Email: ach.dlofirulanam@gmail.com

Entered : July 27, 2025
Accepted: September 15, 2025

Revised : August 20, 2025
Published : September 29, 2025

ABSTRACT

Conflicts in contractual agreements over the sale of inherited land often arise from differing paradigms between customary law, which emphasizes family consensus, and positive law, which prioritizes formal legality. This study aims to analyze the differences between customary and positive law, examine conflict patterns through empirical cases, and assess the implications and urgency of harmonization between the two. Using a normative juridical method with statutory, conceptual, and case approaches, the research is supported by literature review and court decisions. The findings reveal that most conflicts stem from unilateral sales conducted by one heir without the consent of others. From the perspective of customary law, such actions violate the principle of collective ownership, while in positive law the transaction is deemed legally flawed for failing to meet the validity requirements under Article 1320 of the Civil Code. The implications include the annulment of sale and purchase deeds, losses for bona fide buyers, and the breakdown of family solidarity. Therefore, harmonization between customary and positive law is urgently needed, particularly through state recognition of customary decisions, mandatory verification of heirs' consent by notaries/land deed officials, and stronger synergy with the National Land Agency. This study is expected to contribute to the development of agrarian law that is both fair and responsive to Indonesia's legal pluralism.

Keywords: Customary Law, Positive Law, Inherited Land, Sale and Purchase, Harmonization

INTRODUCTION

Heritage land has a very important position in the life of the Indonesian people. Not only is it economically valuable as a source of livelihood, but it also contains social, cultural, and symbolic values that are closely attached to family identity. In indigenous peoples, inherited land is seen as collective property that is inherited across generations and has a spiritual dimension, so its existence is not only about legal relations, but also the continuation of traditions and family harmony. This view is in contrast to positive law which tends to place land as an object of civil rights that can be transferred through certain formal procedures. This difference of perspective is often a source of tension, especially in inherited land sale and purchase transactions that are carried out without the consent of all heirs.¹

In practice, the transaction of buying and selling inherited land often causes problems because of the difference in principle between customary law and positive law. In the customary perspective, transactions emphasize the value of kinship, deliberation,

¹Evitasari S, Syafira A, Saleh R.D.D. Pendaftaran Tanah Masyarakat Adat Toraja. *Widya Bhumi*. 2024;4(1):35-54.



and verbal agreements, where the validity of the agreement is based on collective agreement as well as traditional norms of the community.² On the other hand, Indonesia's positive law requires written documents, a land registration process, and formal legal certainty as the basis for protecting individual rights as well as providing legal legality according to the state.³

These differences make many transactions that are considered legal according to custom not recognized by positive law, thus giving rise to legal uncertainty and potential disputes in the future.⁴ On the other hand, positive law is oriented towards individual ownership, while customary law still maintains a pattern of communal or collective ownership, which further complicates the practice of buying and selling inherited land.⁵ Such conditions tend to give rise to conflicts such as the struggle for inheritance, rejection from other heirs, or the invalidity of the sale and purchase agreement according to state law even though it has been considered valid according to custom.⁶

This phenomenon reflects the existence of legal pluralism in Indonesia, where customary, Islamic, and civil inheritance legal systems coexist but are often not harmoniously integrated, resulting in legal uncertainty and the potential for protracted disputes.⁷

The phenomenon of land conflicts is not something new. Land disputes still dominate agrarian problems in Indonesia and often stem from inheritance issues. Quoted from various mass media, the scale of land conflicts in Indonesia is actually still very large. The Ministry of ATR/BPN noted that there were 48,000 land conflicts throughout 2024, with 79% of them resolved. In addition, around 13.8 million land plots have the potential to be disputed because they do not have a clear map of land plots. Even in the same year, there were 5,973 land cases that entered the ATR/BPN, with 2,161 cases successfully resolved. This data shows that land issues are still one of the biggest sources of disputes in Indonesia, and conflicts over the purchase and sale of inherited land are clearly included in it.

Normatively, the legal basis for the control and use of land is regulated in Article 33 paragraph (3) of the 1945 Constitution which states that the earth, water, and natural resources contained in it are controlled by the state and used as much as possible for the prosperity of the people. This provision is further described in the Basic Agrarian Law (UUPA) Number 5 of 1960 which regulates land rights, including property rights, business use rights, and building use rights. However, in addition to these positive laws, customary law is still alive and applicable in society as unwritten but obeyed laws. This condition is what gave birth to legal pluralism in land regulation in Indonesia.

The disharmony between customary law and positive law in the sale and purchase of inherited land often causes disputes in court which reflects the existence of a vacuum of practical law. Many cases arise because transactions are carried out without the consent of all heirs. From a positive legal perspective, this makes buying and selling illegal and can be canceled, even though it is customarily considered legal. As a result, the heirs'

² Judijanto L, Utama AS, Sahib A, Sumarna MI, Zulfikar MR. Comparative Analysis of the Use of Customary Law in Land Dispute Resolution: Case Study Approach. *Rechtsnormen J of Law*. 2024; 2(2):112-120.

³ Guntur IGN. Ragam pengakuan formal terhadap penguasaan tanah adat di Indonesia. *Tunas Agrar*. 2023;6(2):93-109

⁴ Kende DC, Permadi I, Herlindah. Legal Issues When Buying and Selling Customary Land in Papua. *Theor Appl Law*. Published online 2024

⁵ Falahy L El, Giyarsi G, Birahmat B. Customary Land Rights in Positive Law (Agrarian Law) and Islamic Law in Indonesia. *J Kawakib*. 2024;5(02):106-113.

⁶ Idary MT, Mukhlis OS, Saebani BA, Khaliq R. Plurality of Inheritance Legal System for Indonesian Muslims: A Sociological Review. *TATHO Int J Islam Thought Sci*. 2024;1(4):252-262.

⁷ Suryawan, I.N.P & Sara R. Legal Certainty Regarding Pluralism of Inheritance Law In Indonesia In The Transfer of Inheritance Rights In Indonesia. *Indones J Multidiscip Sci*. 2024;4(3):145-154.

lawsuits usually lead to a court decision that cancels the sale and purchase and returns the land to the heirs.⁸

Therefore, this research is important to analyze the differences between customary law and positive law in inherited land purchase and sale transactions, examine conflict patterns through empirical studies, outline the implications of these conflicts, and formulate the urgency of harmonizing the two legal systems. Thus, this research is expected to make an academic contribution to the development of legal pluralism discourse, as well as practical recommendations for agrarian policy reform in Indonesia.

METHODS

This study uses a normative juridical method because the focus of the study lies in the analysis of legal norms and their application in practice. The primary legal materials used include related laws and regulations, such as the UUPA and the Civil Code, as well as court decisions regarding disputes over the sale and purchase of inherited land. Secondary legal materials are in the form of literature, journals, and the results of previous research, while tertiary legal materials are obtained from legal dictionaries and encyclopedias to strengthen the understanding of terms. The approaches used include *a statute approach* to examine regulations, *a conceptual approach* to understand the principles of customary law and positive law, and *a case approach* to analyze empirical studies of several cases of inherited land disputes. The data were analyzed qualitatively, descriptively, and prescriptively, namely by describing the conflicts that occurred and formulating recommendations for the harmonization of customary law and positive law.

RESULTS AND DISCUSSION

The Difference Between Customary Law and Positive Law

Studies from various references show that the transaction of buying and selling inherited land has a fundamental difference in the perspective of customary law and positive law. From the perspective of customary law, the sale and purchase of inherited land is considered valid if it is based on a family agreement through deliberation, even without written documents or official deeds. The validity of the transaction relies more on the collective agreement of the heirs and the recognition of traditional leaders or village heads, so that family values and traditions are the main foundation^{9,10}

Furthermore, in a positive legal view, such a transaction of buying and selling inherited land does not meet the formal requirements. Based on the UUPA and Government Regulation No. 24 of 1997 concerning Land Registration, the validity of the sale and purchase must be accompanied by an authentic deed, registration process, and administrative recognition from the state. Without these official documents, the transaction has no legal force and cannot be registered, so it does not provide legal certainty for the parties.^{4,11} To see more clearly the point of difference, the following is

⁸ Pratama M.R.E, Bawono B.T, Purnawan A, Sugiharto R. Effectiveness of Legal Protection on Heirs in Dispute on Sale and Purchase of Inherited Land. *Sultan Agung Notary Law Rev.* 2022;1(4):11-21.

⁹ Belseran H, Matuankotta J.K, Labetubun M.A.H. Akibat Hukum Jual Beli Hak Atas Tanah Adat Yang Dilakukan Tanpa Sepengetahuan Kepala Desa. *LUTUR Law J.* 2023;4(2):69-80.

¹⁰ Kusuma I.M.K.D, Seputra PG, Suryani LP. Peralihan Hak Atas Tanah Melalui Jual Beli Berdasarkan Hukum Adat. *J Interpret Huk.* 2020;1(2):213-217.

² *Ibid*

⁴ *Ibid*

¹¹ Timur W, Jaya D.P, Ramadhan Z. Transfer of Ownership Rights to Land Due to Inheritance Based on Customary Law in Semidang Alas Maras Subdistrict in terms of Civil Inheritance. *J Huk Sehasen.* 2021;7(1):9-16.

presented a comparison table of the legal conditions of transactions according to customary law and positive law.

Tabel 1. Comparison of Legal Terms of Transactions in Law

Aspects	Customary Law	Positive Law
Legitimacy	Family agreements, deliberations, oral, traditional leaders	Authentic deeds, land registration, state administration
Proof	Oral, customary statement letter	Written documents, land certificates
Legal Protection	Communal, based on local values	Individual, legal certainty based

The comparison between customary law and positive law in the transaction of buying and selling inherited land shows a fundamental difference. Customary law emphasizes legitimacy through family deliberations and the consent of traditional leaders so that it is more oriented towards communal values, although its weaknesses have no formal force if tested in court.¹² Customary law provides collective protection based on local values and family principles, so that dispute resolution prioritizes deliberation and peace to maintain social harmony. In contrast, positive law places more emphasis on individual protection and legal certainty, but often ignores the local social and cultural context.^{4,13}

Empirical Study of Inherited Land Conflict in Indonesia

1. Study in Dena Village, Bima Regency

Research conducted in Dena Village, Bima Regency, found cases where one of the heirs sold inherited land without the consent of the other heirs. According to local customary law, the transaction is considered invalid because it ignores the principle of family deliberation, while the positive law considers the transaction to be defective because the object is still in the status of joint property. Conflict resolution is carried out through customary mechanisms before then proceeding to the realm of state law if consensus is not reached.¹⁴

2. Depati IV Kumun Debai Customary Institution, Kerinci

Research in Kerinci shows that the Depati IV Kumun Debai customary institution has a central role in resolving disputes over the sale and purchase of inherited land. Although customary rulings do not have formal executory powers, people still obey them because they have strong social legitimacy. This case shows that customary settlement channels are still very effective in reducing conflicts before going to court.¹⁵

3. Juridical Perspective on Buying and Selling Heritage Land

The case of buying and selling inherited land without the consent of the heirs shows that the transaction is legally defective because it does not meet the legal requirements of the agreement in Article 1320 of the Civil Code and is contrary to the principle of joint ownership according to customary law. The practice of forgery of deeds and unilateral transfer of rights shows the weakness of the positive legal system when formal aspects are used to legitimize actions that are detrimental to other heirs.

¹² Zainuddin A. *Hukum Adat Dan Penyelesaian Sengketa Di Indonesia*. Setara Press; 2019.

¹³ Setiawan A, Mulyawan A, Ali N. Sengketa Jual Beli Tanah Berstatus Surat Keterangan Tanah: Kedudukan Hukum Dan Penyelesaiannya Dalam Regulasi Hukum Positif dan Hukum Adat Dayak. *The Juris*. 2023;7(1):36-43.

¹⁴ Hikmawati, Sarbini I, Zuhrah. Kekuatan Hukum Jual-Beli Tanah Warisan Tanpa Persetujuan Ahli Waris (Studi di Desa Dena Kabupaten Bima). *J Law Sharia*. 2024;2(1):81-95

¹⁵ Silmi S. Upaya Penyelesaian Sengketa Jual Beli Tanah Melalui Putusan Lembaga Adat Depati IV Kumun Debai. *Notarius*. 2021;14(1):14-28.

As a result, the sale and purchase is declared null and void, the land certificate can be canceled, and the perpetrator can be criminally charged for forging the letter.¹⁶

4. Heritage Disputes in North Minahasa

The case in Serei Village, North Minahasa, shows a similar conflict where one of the heirs sells the land without the consent of the other family. The initial settlement was pursued through customary deliberation, but because no agreement was reached, the dispute then proceeded to the litigation route. This shows the dualistic pattern of dispute resolution, namely customary settlement as the first step, and state law as the last way.¹⁷

5. Dispute of Customary Heirs in Siborongborong

Research on the decision of the Medan High Court Number 31/Pdt/2018/PT MDN shows a case of buying and selling inherited land carried out by forging a power of attorney by one of the heirs. The dispute ended with the cancellation of the transaction by the court because it was considered contrary to the principle of justice both according to customary law and positive law. This case shows the danger of abusing the authority of the heirs in land transactions.¹⁸

In order to obtain a more concrete picture of the dynamics of the conflict in the purchase and purchase of inherited land, this study examined several empirical studies in various regions. These cases show how the difference in customary law paradigm and positive law affects the transaction process, dispute resolution, and legal protection for the parties. A summary of the empirical study can be seen in the following table.

Table 2. Comparison of Empirical Studies of Heritage Land Conflicts in Indonesia

Conflict Locations	The Essence of the Conflict	Legal Basis Used	Settlement
Bima	One of the heirs sells the inheritance land unilaterally with only a receipt sederhana, witnessed by village officials	Customary law requires family deliberation; positive law (Civil Code Article 1320) until the agreement is null and void	The transaction is canceled; The buyer does not obtain certainty of rights
Kerinci	Inheritance land dispute resolved by the Depati IV Kumun Debai Customary Institution	Customary decrees are complied with even if they are not executorial; Positive Law Recognizes Formal Litigation Pathways	Conflicts are suppressed through deliberation; The community continues to abide by customary rulings.
Sidoarjo	There is a forgery of the sale and purchase deed and transfer of inheritance rights	Positive law: Article 1320 of the Civil Code as a legal condition of the agreement is not fulfilled; Articles 263, 264, 266 of the Criminal Code are violated by forging deeds	The Act is declared null and void; the land certificate can be cancelled; Perpetrator Convicted

¹⁶ Putri D.R.K, Purwaningsih SB. Jual Beli Tanah Warisan Tanpa Persetujuan Ahli Waris. *J Contemp Law Stud.* 2024;2(2):191-202.

¹⁷ Wihelmus K, Mataliwutan W, Manaroinsong M, Bendah WE. Analisis Penyelesaian Sengketa Tanah Warisan dalam Perspektif Hukum: Studi Kasus di Desa Serei Kecamatan Likupang Barat Kabupaten Minahasa Utara. *Innov J Soc Sci Res.* 2025;5(3):382-393.

¹⁸Subakti FR, Pratama MS, Yumarni A, Ilyanawati RYA. Penyelesaian Sengketa Waris Adat Pemalsuan Surat Kuasa dan Konflik Atas Hak Milik Tanah di Siborongborong (Studi Putusan Nomor.31/Pdt/2018/PT MDN). *Karimah Tauhid.* 2025;4(6):3739-3747.

	without the consent of the heirs.		
Minahasa	Customary land sold without the full consent of the indigenous family.	Minahasa customary law prohibits the release of customary land without full deliberation; The UUPA regulates formal legality	The conflict continues to the courts; Positive Law Is More Dominant.
Siborongborong (Batak Toba)	The sale of inherited land is carried out without the consent of the female heirs.	Toba Batak customs tend to eliminate women's inheritance rights; Positive Law Affirms Equality of Heirs	The court decision cancels the sale; Women's rights affirmed

The results of the summary in the table show a recurring pattern that the main source of disputes is the unilateral sale of inherited land without involving all heirs. In the framework of customary law, this kind of practice is seen as contrary to the principle of family collective ownership, while according to positive law such an agreement is null and void because it does not meet the legal requirements as stipulated in Article 1320 of the Civil Code. The settlement process usually begins with deliberation through customary institutions, but if it fails, the dispute continues to the court. This condition shows that buyers are in a weak position despite good faith, while family relationships are often disrupted due to conflict. This phenomenon is in line with data from the Supreme Court which recorded more than 3,500 inheritance dispute cases entered the court in 2022, an increase of about 15% from the previous year.¹⁹ This fact confirms that inherited land disputes are no longer only a local problem, but a national problem that requires systemic handling through the synergy of customary law and positive law.

Implications and Urgency of Harmonization

The implications of customary law contract conflict in inheritance land purchase and sale transactions are not only limited to legal-formal aspects, but also have an impact on the social and economic dimensions of the community. From a legal aspect, the difference between customary law and positive law gives birth to legal uncertainty. Transactions that are considered valid according to custom are often not formally recognized by the state because they do not meet the legal requirements of the agreement as stipulated in Article 1320 of the Civil Code. As a result, the agreement could potentially be canceled in court, land certificates could be revoked, and even in certain cases the parties involved could be subject to criminal sanctions if there was an element of document forgery.¹⁶ Kondisi ini membuat posisi pembeli tanah menjadi rentan meskipun beritikad baik, sementara ahli waris berisiko kehilangan haknya karena kelemahan administrasi.

From the social aspect, inheritance land conflicts trigger divisions in family relationships. The value of deliberation, which is the main principle in customary law, is often overlooked when some heirs act unilaterally. This not only causes conflicts between brothers, but can also develop into horizontal conflicts involving the surrounding community, especially when the land has high historical or symbolic value.³ From the economic aspect, the uncertainty of land status hinders productive land use. Land disputes cause delays in the development process, investment is delayed, and the potential economic value of land cannot be maximized. The disharmony between customary law and national law causes legal transactions according to custom often not

¹⁹ BHPN. SEKATA #7 Angkat Isu Sengketa Waris: Sinergi Desa dan Pengadilan Jadi Kunci Perdamaian. 2023. <https://bphn.go.id/berita-utama/sekata-7-angkat-isu-sengketa-waris-sinergi-desa-dan-pengadilan-jadi-kunci-perdamaian>

formally recognized by the state, making them prone to lawsuits in court and causing losses for both buyers and heirs.²⁰

The urgency of harmonization is very high in order to create legal certainty and justice in inherited land transactions. Harmonization can be done by formally recognizing customary documents, clarifying procedures for registering heritage lands, and integrating the principles of transparency, clarity, and deliberation from customary law into the national legal system.²¹ Some of the steps that can be taken include: first, formal recognition of the documents resulting from customary deliberations as valid evidence that can be used in the land registration process. This is in line with efforts to strengthen the recognition of customary law as mandated by the UUPA. Second, the obligation for notaries/PPAT to ensure the consent of all heirs before the sale and purchase deed is made, so that there is no longer any chance of unilateral sale.²

Third, simplification and clarity of the inheritance land registration procedure so that the community is not encouraged to make transactions under their hands. Fourth, strengthening the role of customary institutions by providing space for collaboration with the National Land Agency so that customary decisions can synergize with positive laws. In addition, the integration of customary law principles such as deliberation, transparency, and communal justice into the national legal system needs to be carried out. That way, positive law is no longer seen as too formalistic and rigid, but is able to reflect the social values that live in society.⁵ This will provide balanced legal protection for both buyers and heirs, prevent repeated disputes, while ensuring that local values remain respected within the country's legal framework.⁷

CONCLUSIONS

First, there is a fundamental difference between customary law and positive law in the transaction of buying and selling inherited land, where customary law emphasizes social legitimacy based on family deliberation, while positive law emphasizes formal legality in the form of authentic deeds and land registration. Second, empirical studies in Bima, Kerinci, Sidoarjo, Minahasa, and Siborongborong show a similar pattern, namely conflicts occur due to unilateral sales without the consent of other heirs, which are ultimately canceled both through customary institutions and courts. Third, the implications of this conflict not only eliminate legal certainty for well-meaning buyers, but also damage family relationships and increase the burden of agrarian cases in court. Therefore, harmonization between customary law and positive law is urgent, which can be realized by strengthening state recognition of customary decisions, tightening the role of notaries/PPAT in verifying the consent of heirs, and expanding the synergy between customary institutions and BPN. In the future, further empirical research on the

³ *Ibid*

¹⁶ *Ibid*

²⁰ Fathoni M.Y, Sulistiyono A, Karjok L. Reformulation of Sale and Purchase Agreement Regulations in Creating Legal Certainty and Justice in The Transfer of Land Rights in Indonesia. *J IUS Kaji Huk dan Keadilan*. 2024;12(1):55-67.

² *Ibid*

⁵ *Ibid*

⁷ *Ibid*

²¹ Nugroho ER. The Application of Transparent and Immediate Principles In Land Sale and Purchase Agreement (Study of Court Decision Number 50/Pdt.G/2022/PN.Smn; 102/PDT/2022/PT.YYK, AND 89/PDT.G/2022/PN KLN). *Prophet Law Rev*. 2023;5(2):207-223.

effectiveness of customary institutions in resolving inherited land disputes is important to enrich understanding and support the reform of agrarian law policies in Indonesia.

REFERENCE

- Belseran H, Matuankotta JK, Labetubun MAH. Akibat Hukum Jual Beli Hak Atas Tanah Adat Yang Dilakukan Tanpa Sepengetahuan Kepala Desa. *LUTUR Law J*. 2023;4(2):69-80. doi:10.30598/lutur.v4i2.10455
- BHPN. SEKATA #7 Angkat Isu Sengketa Waris: Sinergi Desa dan Pengadilan Jadi Kunci Perdamaian. 2023. <https://bphn.go.id/berita-utama/sekata-7-angkat-isu-sengketa-waris-sinergi-desa-dan-pengadilan-jadi-kunci-perdamaian>
- Evitasari S, Syafira A, Saleh R.D.D. Pendaftaran Tanah Masyarakat Adat Toraja. *Widya Bhumi*. 2024;4(1):35-54. doi:10.31292/wb.v4i1.54
- Falahy L El, Giyarsi G, Birahmat B. Customary Land Rights in Positive Law (Agrarian Law) and Islamic Law in Indonesia. *J Kawakib*. 2024;5(02):106-113. doi:10.24036/kwkib.v5i02.227
- Fathoni MY, Sulistiyono A, Karjok L. Reformulation of Sale And Purchase Agreement Regulations in Creating Legal Certainty and Justice in The Transfer of Land Rights in Indonesia. *J IUS Kaji Huk dan Keadilan*. 2024;12(1):55-67. doi:10.29303/ius.v12i1.1351
- Guntur I.G.N. Ragam Pengakuan Formal Terhadap Penguasaan Tanah Adat Di Indonesia. *Tunas Agrar*. 2023;6(2):93-109. doi:10.31292/jta.v6i2.215
- Hikmawati, Sarbini I, Zuhrah. Kekuatan Hukum Jual-Beli Tanah Warisan Tanpa Persetujuan Ahli Waris (Studi di Desa Dena Kabupaten Bima). *J Law Sharia*. 2024;2(1):81-95.
- Idary M.T, Mukhlas OS, Saebani BA, Khaliq R. Plurality of Inheritance Legal System for Indonesian Muslims: A Sociological Review. *TATHO Int J Islam Thought Sci*. 2024;1(4):252-262. doi:10.70512/tatho.v1i4.55
- Judijanto L, Utama AS, Sahib A, Sumarna MI, Zulfikar MR. Comparative Analysis of the Use of Customary Law in Land Dispute Resolution: Case Study Approach. *Rechtsnormen J of Law*. 2024;2(2):112-120. doi:10.55849/rjl.v2i2.796
- Kende DC, Permadi I, Herlindah. Legal Issues When Buying and Selling Customary Land in Papua. *Theor Appl Law*. Published online 2024. doi:10.22394/3034-2813-2024-4-8-17
- Kusuma IM.K.D, Seputra PG, Suryani LP. Peralihan Hak Atas Tanah Melalui Jual Beli Berdasarkan Hukum Adat. *J Interpret Huk*. 2020;1(2):213-217. doi:10.22225/juinhum.1.2.2478.213-217
- Nugroho ER. The Application of Transparent and Immediate Principles In Land Sale and Purchase Agreement (Study of Court Decision Number 50/Pdt.G/2022/PN.Smn; 102/PDT/2022/PT.YYK, AND 89/PDT.G/2022/PN KLN). *Prophet Law Rev*. 2023;5(2):207-223. doi:10.20885/PLR.vol5.iss2.art4
- Suryawan I.N.P, Sara R. Legal certainty regarding pluralism of inheritance law in Indonesia in the transfer of inheritance rights in Indonesia. *Indones J Multidiscip Sci*. 2024;4(3):145-154. doi:10.55324/ijoms.v4i3.1041
- Pratama MRE, Bawono BT, Purnawan A, Sugiharto R. Effectiveness of Legal Protection on Heirs in Dispute on Sale and Purchase of Inherited Land. *Sultan Agung Notary Law Rev*. 2022;1(4):11-21. doi:10.30659/sanlar.4.1.11-21
- Timur W, Jaya DP, Ramadhan Z. Transfer of Ownership Rights to Land Due to Inheritance Based on Customary Law in Semidang Alas Maras Subdistrict in terms of Civil Inheritance. *J Huk Sehasen*. 2021;7(1):9-16. doi:10.37676/jhs.v7i1.2079
- Zainuddin A. *Hukum Adat dan Penyelesaian Sengketa Di Indonesia*. Malang: Setara Press;

- 2019.
- Setiawan A, Mulyawan A, Ali N. Sengketa Jual Beli Tanah Berstatus Surat Keterangan Tanah: Kedudukan Hukum Dan Penyelesaiannya Dalam Regulasi Hukum Positif Dan Hukum Adat Dayak. *The Juris*. 2023;7(1):36-43. doi:10.56301/juris.v7i1.780
- Silmi S. Upaya Penyelesaian Sengketa Jual Beli Tanah Melalui Putusan Lembaga Adat Depati IV Kumun Debai. *Notarius*. 2021;14(1):14-28. doi:https://doi.org/10.14710/nts.v14i1.37470
- Putri DRK, Purwaningsih SB. Jual Beli Tanah Warisan Tanpa Persetujuan Ahli Waris. *J Contemp Law Stud*. 2024;2(2):191-202. doi:10.47134/lawstudies.v2i2.2867
- Wihelmus K, Mataliwutan W, Manaroinson M, Bendah WE. Analisis Penyelesaian Sengketa Tanah Warisan dalam Perspektif Hukum: Studi Kasus di Desa Serei Kecamatan Likupang Barat Kabupaten Minahasa Utara. *Innov J Soc Sci Res*. 2025;5(3):382-393.
- Subakti FR, Pratama MS, Yumarni A, Ilyanawati RYA. Penyelesaian Sengketa Waris Adat Pemalsuan Surat Kuasa dan Konflik Atas Hak Milik Tanah di Siborongborong (Studi Putusan Nomor.31/Pdt/2018/PT MDN). *Karimah Tauhid*. 2025;4(6):3739-3747. doi:10.30997/karimahtauhid.v4i6.18155
- .