

The Role of Notaries in Resolution of Disputes Over Land Sales and Purchase Agreements (PPJB) Through Mediation

Erika Putri Agustina¹, Muhamad Amirulloh²

¹Master of Law Student, Padjadjaran University, Bandung, Indonesia

²Lecturer in Master of Law, Padjadjaran University, Bandung, Indonesia

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ABSTRACT

Land Sale and Purchase Agreements (PPJB) frequently lead to disputes between the parties because of an imbalance in rights and obligations, unclear land ownership status, and breaches of contractual obligations. The legal issues arising from these disputes concern the notary's role as a public official authorized to prepare authentic deeds, particularly when those deeds later become the subject of legal disputes. Accordingly, this study aims to evaluate the effectiveness of the notary's role in resolving PPJB disputes and to identify the legal principles that form the basis of the notary's authority in mediation. This research employs a normative juridical method using both statutory and conceptual approaches. The statutory approach examines the legal provisions governing the role and authority of notaries, while the conceptual approach draws on literature reviews and legal doctrine to provide a comprehensive understanding of the notary's position in mediating PPJB-related disputes. The findings reveal that notaries perform a strategic function not only as officials responsible for drafting authentic deeds but also as mediators in resolving disputes arising from Land Sale and Purchase Agreements (PPJB). Their mediation role contributes to strengthening the principles of legal certainty, utility, and justice. Nevertheless, the effectiveness of this role remains constrained because existing regulations do not expressly recognize mediation as a principal authority of notaries. Therefore, legal regulations should be strengthened to provide stronger legitimacy for the notary's mediation function in settling civil disputes.

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Corresponding Author:

Erika Putri Agustina

Master of Law Student, Padjadjaran University, Bandung, Indonesia

Email: erika24002@mail.unpad.ac.id

1. INTRODUCTION

Sociologically, Notaries exist because public demand for notarial services has increased across various aspects of life, such as business relations, the banking sector, land affairs, development, and other social activities within the territory of the Unitary State of the Republic of Indonesia. This condition reflects the urgent public need for the presence

of professional figures who can guarantee the validity and legality of legal acts carried out by the community. Therefore, Notaries exist as an institution established by the state to carry out certain functions continuously within a fixed professional scope [1].

A notary is a public official authorized to create authentic deeds and perform other duties as stipulated in Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary (UUJN). The existence of a notary in today's society is crucial, as the public needs a professional figure who can provide reliable information, whose signature and stamp provide strong legal guarantees, and who acts professionally without bias. Documents prepared and signed by a notary are considered legally valid [2].

The position of a notary as a public official is an honorary position, granted directly/attributionally by the state through statutory provisions to individuals deemed worthy and trustworthy. Based on Article 2 of the UUJN, the appointment of a notary is carried out by the Minister, and once officially appointed, a notary can practice their profession independently, without interference from the executive branch or other institutions. Notaries are required to be neutral and independent, as they carry out part of the state's public service function, particularly in the realm of civil law. However, notaries are not state civil servants who receive salaries from the state [3].

On the other hand, land plays a crucial role in human life, not only as a place to live but also as a living space with high social, cultural, and economic value. From a functional perspective, land is used not only for housing but also as a productive asset for various economic activities, such as agriculture, trade, and infrastructure development. However, land's fixed and limited nature makes it extremely valuable. Land neither increases nor renews, while demand continues to rise with annual population growth [4].

The imbalance between land availability and demand for residential and business space has led to intense competition for land ownership and utilization. This gives land its strategic position and increasing economic value. In everyday social practice, one of the most common ways communities acquire land rights is through a sale and purchase agreement. This land sale and purchase process serves as a primary instrument for transferring land ownership [5].

In general, the land sale and purchase process carried out with the participation of a Notary or Land Deed Official (PPAT) involves several stages, including tax payment by both the seller and buyer, physical verification of the authenticity of the land certificate, signing the Deed of Sale and Purchase (AJB), and document validation. However, in practice, various obstacles can hinder the completion of the AJB, such as the absence of one of the parties at the scheduled time, the status of land ownership that is still collateralized by a financial institution, or the land that does not yet have its own certificate due to being in the process of being divided. To address these obstacles, a Notary or PPAT can provide an alternative legal solution by drafting a binding agreement between the parties, known as a Sales and Purchase Binding Agreement (PPJB). [6]. Generally, the PPJB stipulates that the buyer makes payments in stages according to a previously agreed schedule, while the developer or seller is obliged to complete construction or hand over the object of sale and purchase based on a mutually agreed schedule [7].

Although a PPJB is categorized⁶ as a preliminary agreement, it is legally binding and creates a reciprocal relationship of rights and obligations between the buyer and seller. As such, the buyer must make timely payments, and the agreement may include other conditions to balance both parties' rights and obligations. However, in practice, a PPJB often becomes a source of conflict for the buyer, the seller, and the notary or PPAT involved in the process [8].

Therefore, in carrying out their functions, notaries must uphold the principle of professional prudence, given that their ethical and legal responsibilities remain³¹ attached even after their term of office ends. Based on the complexity of these problems, the focus of this research is directed to answer two main issues: (1) What is the form of notary responsibility in resolving disputes arising from the implementation of land PPJB? Furthermore, (2) What are the legal regulations related to the role of notaries in mediating land PPJB disputes? These two issues warrant further analysis, not only to evaluate notaries' role in resolving disputes through non-litigation mediation mechanisms, but also to provide a normative basis for notaries in carrying out their mediation function. Therefore, the results of this research are expected to contribute significantly to efforts to minimize land disputes that end up being resolved through litigation in court. Moreover, this research is also expected to help notaries better understand and carry out their strategic role more professionally, not only as authentic deed makers but also as legal educators who actively prevent disputes through public education and caution in every transaction they facilitate.

2. METHOD⁴⁹

This study employed a normative juridical research method using a statutory approach. The research relied on secondary data in the form of library materials, which constitute legal materials. The primary legal materials consisted of the 1945 Constitution of the Republic of Indonesia, Law No. 5 of 1960 concerning Basic Agrarian Principles, and Law No. 2 of 2014 concerning the Amendment to Law No. 30 of 2004 on the Position of Notaries. Meanwhile, the secondary legal materials included legal textbooks, scholarly journal articles discussing legal principles, legal doctrines, previous legal research, legal dictionaries, and legal encyclopedias that support the analysis of the research issues [9].

The collected legal materials were analyzed using a qualitative approach. Rather than relying on numerical data, qualitative analysis focuses on interpreting and describing the legal findings comprehensively. The analysis examined the statutory provisions governing notaries' responsibilities and functions in resolving disputes arising from Land Sale and Purchase Agreements (PPJB), as well as the legal basis for notaries to mediate such disputes. Furthermore, the analysis compared positive legal norms on the authority and functions of notaries as public officials with the principles of prudence and legal responsibility attached to authentic deeds to provide a comprehensive legal interpretation of the issues under study [10].

3. RESULTS AND DISCUSSION

3.1. Notary's Responsibilities in Resolving Land Sales and Purchase Agreement

(PPJB) Disputes

A Sales and Purchase Agreement (PPJB) is a binding initial agreement between a seller and a buyer, in which the seller promises to transfer title to a plot of land to the buyer, and the buyer is obligated to pay a mutually agreed-upon price. This agreement arose from customary law practices prevalent in Indonesian society and reflects the application of the principle of freedom of contract as recognized in the civil law system.

In general, a PPJB is drawn up underhand because certain conditions have not yet been met. For example, payments are still being made in installments or have not yet been fully paid, or the land's status has not been separated from its parent certificate. Therefore, a PPJB legally binds the parties during the process leading to the official transfer of rights. The PPJB document usually explicitly states the land price, payment deadline, and the time of the transfer of rights, which will be formalized with a Deed of Sale and Purchase (AJB) drawn up by the Land Deed Official (PPAT) [11].

For stronger legal protection and to guarantee the validity of a land sale and purchase transaction, the sale and purchase agreement is usually set out in the form of an authentic deed prepared by a notary. This refers to the provisions in Article 1320 and Article 1338 of the Civil Code, which clearly regulate the elements of a valid agreement and the principle of *pacta sunt servanda*, which states that every agreement made legally applies as law for the parties who make it. In this context, a notarial deed is not only a formal document, but also serves as concrete evidence as an authentic deed that has strong evidentiary power in the eyes of the law, and its existence cannot be denied in court under certain conditions, should a dispute arise in the future [12].

An authentic deed, made before and by a public official, namely a notary, has characteristics that are fundamentally different from deeds that are not made before an official, or better known as private deeds. This difference is not merely a formality, but concerns the legal evidentiary force inherent in the document. In the context of Indonesian civil law, Article 1870 of the Civil Code stipulates that an authentic deed has perfect evidentiary force, meaning that the entire contents of the deed are considered true and valid in the eyes of the law for the parties who made it, including heirs or parties who obtain rights from them. Thus, if a dispute later arises over the substance of the agreement, an authentic deed can serve as primary evidence in court, carries a high level of validity, and is difficult to refute unless there is evidence of error or fraud. This positions the notary not only as a formal document preparer but also as a legal trustee who guarantees the validity of the agreement stated in the deed [12].

In practice, the notary's presence during the drafting of an authentic deed is not merely a formality; it involves a series of processes that ensure all parties clearly understand their rights and obligations. The notary acts as an independent, neutral public official, minimizing the potential for conflict or ambiguity in the agreement. Furthermore, the notary must review the legal status of the objects subject to the agreement, such as land, certificates, and other related documents, to ensure the transaction is valid and

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complies with applicable laws and regulations. This is particularly important given the unique nature of land as a fixed asset with high economic, social, and cultural value. Clear legal status of the land will be a determining factor in preventing future disputes, so the notary's role in ensuring the completeness and validity of documents cannot be underestimated.

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The legal basis for drafting a Sales and Purchase Agreement (PPJB) in Indonesia encompasses several interrelated normative instruments. First, the Civil Code (KUHPer), which regulates the requirements for a valid agreement, including the principle of freedom of contract. This principle emphasizes that every individual has the freedom to determine the content and terms of an agreement, as long as it does not conflict with the law, morality, and public order. Second, Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), which serves as a fundamental regulation governing land rights in Indonesia. The UUPA regulates various aspects related to ownership, control, and transfer of land rights, so every sale and purchase transaction or PPJB must be guided by the principles stipulated in this law. Third, Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration also serves as a legal basis that provides practical guidelines regarding land transfer and registration procedures. A PPJB made with due regard to these regulations obtains strong legal legitimacy even though its nature is still pre-transactional before the official transfer of rights occurs through a Deed of Sale and Purchase (AJB) [13].

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An authentic deed issued by a notary not only serves as proof of the agreement but also plays a role in creating legal certainty. With an authentic deed, each party can refer to the document as a valid reference if there is a discrepancy between the initial intention and the agreement's implementation. For example, in a land PPJB, an authentic deed allows the buyer and seller to know with certainty the price, payment deadline, and each party's rights and obligations, thereby minimizing the potential for default. In addition, an authentic deed has preventive power because each party knows the document has binding legal implications and can serve as primary evidence in court if a dispute arises.

The evidentiary power of an authentic deed also has important implications for notaries, who must ensure that the deed-making process is carried out correctly, honestly, and professionally. Notaries must verify the identities of the parties, ensure that the parties signing the document have the legal capacity to enter into the agreement, and examine the validity of the object subject to the PPJB. This process includes checking the land certificate, the legal status of the land, whether the land is being pledged to a financial institution, or whether there are any ongoing legal disputes. By taking these steps, notaries not only maintain the integrity of the deed but also protect the interests of all parties involved, while preventing future legal conflicts [14].

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The power of authentic deeds allows notaries to play a role in non-litigation dispute resolution. In the case of land sales contracts (PPJB), authentic deeds prepared by notaries can serve as the basis for mediation, as they provide a clear picture of the parties' rights and obligations. These documents enable mediators, including certified notaries, to quickly assess the substance of the dispute and recommend a fair resolution. This demonstrates that authentic deeds not only have formal legal value but also serve as a strategic instrument for

balancing interests, upholding justice, and creating legal certainty in land transactions in Indonesia.

An authentic deed issued by a notary serves a dual role: as strong legal evidence and as a preventive instrument to prevent conflict. The validity of this deed is reinforced by clear legal references, from the Civil Code (KUHPer), the UUPA (Badan Agrarian Law), to Government Regulation No. 18 of 2021, ensuring that every transaction conducted under a PPJB (Contract of Sale and Purchase) has strong legitimacy. Through this mechanism, the notary serves as a guardian of legal certainty, a mediator, and a protector of the parties' rights, making the authentic deed a primary foundation for resolving land disputes and strengthening the civil legal system in Indonesia [15].

However, in practice, PPJB often becomes ¹⁵ source of legal problems. This is generally caused by several factors, including: the failure to fulfill the objective requirements of the agreement object (such as disputed land ownership status), the land not being registered in the national land system, or a discrepancy between the legal and physical data of the land. Furthermore, default or force majeure, or overmacht, by one party to the agreement often triggers dissatisfaction of the other party, which leads to disputes. Disputes arising from a PPJB typically involve quite complex civil aspects, particularly ¹⁰ if one party feels disadvantaged because the land subject to the agreement does not meet the formal legal requirements for the transfer of rights. In this context, the PPJB is not merely a binding document but also has the potential to become a source of conflict that requires a professional dispute resolution mechanism, one of which is through a mediation approach involving a neutral third party.

The role of notaries as a unified effort to resolve land disputes involving losses to land buyers due to dishonesty by land sellers regarding the status of land currently under dispute is not yet visible and cannot be truly felt. Although notaries are normatively tasked with legal counsel, the reality shows that this function has not been optimally implemented, particularly in land sales contract disputes. Based on various existing facts, it is clear that the role of notaries, as the party responsible for providing legal counsel regarding the rights and obligations in disputed land sales and purchases, is not clearly visible. In this process, notaries rarely take the initiative to provide information or education to prospective buyers regarding the legal status or potential issues surrounding the land being transacted. This lack of initiative clearly contradicts the spirit of the notary's function as a legal enlightenment agent who should protect the parties, especially those who could potentially suffer material or immaterial harm [16].

As notarial practice has evolved, a new phenomenon has emerged in which notaries act as mediators in various disputes related to deeds or notarial transactions. This role has evolved from their basic function as neutral and impartial legal advisors. However, this mediation role has not been explicitly addressed in the Notary Law (UUJN). Although the UUJN does not explicitly authorize notaries to act as mediators, the law also does not explicitly prohibit it. This creates room for legal ¹⁴ interpretation, allowing notaries to perform their mediation functions professionally, as long as they do not conflict with applicable positive legal principles [17].

This demonstrates that notaries have an obligation to provide legal protection, which is an effort to protect the rights of parties who appear before a notary based on laws and regulations related to the parties' rights. However, there is no clear provision regarding the notary's role as the party responsible for preventing disputes during the implementation of land purchase protection. Notaries can prevent execution issues by providing counseling and information regarding the rights and responsibilities of buyers and sellers of land.

The role and responsibility of a notary as a mediator in land disputes in the example of a land PPJB dispute case in the Boyolali District Court Decision No. 7/Pdt.G/2024/PN Bjl jo. Semarang High Court Decision No. 455/PDT/2024/PT SMG did not occur or has not yet existed. In fact, in many similar cases, the notary is one of the parties dragged into the vortex of the dispute, either as a defendant or codefendant. This condition shows that in the legal system and notarial practice in Indonesia, the role of notaries in land disputes, especially in PPJB, has not been optimized. In fact, as a public official who has the authority to prepare authentic deeds and understand the legal aspects of an agreement, a notary should be able to contribute to preventing conflicts between the parties. With their legal mastery, a notary can play an active role in providing legal advice to the parties, as well as being a neutral party who acts as a mediator.

The civil case concerns land covering an area of 2325 (two thousand three hundred twenty five) square meters located in Kemiri Village, Mojo¹²ngongo District, Boyolali Regency, Land Ownership Certificate (SHM) Number 5344 in the name of the rights holder Sarwanto with an area of 504 (five hundred four) square meters, located in Kemiri Village, Mojo¹²ngongo District, Boyolali Regency, and Land Ownership Certificate (SHM) Number 5345 in the name of the rights holder Wartiyem with an area of 452 (four hundred fifty two) square meters located in Kemiri Village, Mojosongo District, Boyolali Regency.

Plaintiff IV and Defendant I then came to Defendant II as a Notary/PPAT in the Surakarta area to request a PPJB to be made in front of the Notary/PPAT for the land plots SHM Number 3326, SHM Number 5344, and SHM Number 5345 mentioned above, which Defendant II then issued. Regarding payment for the land plots SHM Number 3326 belonging to Plaintiff IV, SHM Number 5344 belonging to Plaintiff II, and SHM Number 5345 belonging to Plaintiff IV mentioned above, Defendant I has provided down payments to each holder of the SHM ownership rights [18].

While waiting for Defendant I to pay off the land plot object SHM Number 3326 to Plaintiff IV, the land plot object SHM Number 5344 to Plaintiff II and the land plot object SHM Number 5345 to Plaintiff IV, the physical documents of the original certificates SHM Number 3326, SHM Number 5344 and SHM Number 5345 are all in the control of Defendant II; meanwhile, the physical land/plot of land SHM Number 3326, SHM Number 5344 and SHM Number 5345 has been controlled and Defendant has carried out excavation and installation of fences I.

Until the due date for payment of SHM Number 3326 belonging to Plaintiff IV, SHM Number 5344 belonging to Plaintiff II, and SHM Number 5345 belonging to Plaintiff IV, which are the legal obligations (performance) of Defendant I to each SHM owner as determined in each PPJB, Defendant I has not yet paid in full. Plaintiff IV has made

repeated attempts to collect from Defendant I, but Defendant I always gives various reasons to delay payment/settlement.

Plaintiff IV as the owner of SHM Number 3326, Plaintiff II as the owner of SHM Number 5344 and Plaintiff IV as the owner of SHM Number 5345 have asked Defendant I to demand the cancellation of PPJB Number 26, PPJB Number 28, and PPJB Number 39 in front of Defendant II; and asked Defendant I to return the physical original certificate documents of SHM Number 3326 belonging to Plaintiff IV, SHM Number 5344 belonging to Plaintiff II and SHM Number 5345 belonging to Plaintiff IV which are currently at Defendant II to each SHM owner by taking into account the down payment (DP) that Defendant I has given to each SHM owner; however, Defendant I refused on the grounds that he still wanted to continue the sale and purchase agreement (PPJB).

Plaintiff IV also visited the location of the land plots SHM Number 3326, SHM Number 5344, and SHM Number 5345 in Kemiri Village, Mojosongo District, Boyolali Regency to warn Defendant I to dismantle the fence surrounding the land plots SHM Number 3326, SHM Number 5344, and SHM Number 5345; however, Plaintiff IV was instead driven away by the security guarding the object.

On June 30, 2023, Defendant I gave money to Plaintiff IV in the amount of Rp9,576,000.00, on August 2, 2023, Defendant I gave money to Plaintiff IV in the amount of Rp6,384,000.00 and on September 5, 2023, Defendant I gave money to Plaintiff IV in the amount of Rp6,384,000.00 as a form of compensation for late payment of objects SHM Number 3326, SHM Number 5344 and SHM Number 5345 in the amount of Rp22,344,000.00; until Defendant I paid off the objects SHM Number 3326, SHM Number 5344 and SHM Number 5345; however, the compensation payments only took place 3 (three) times [19].

Until the time the lawsuit was filed, Defendant I did not have good faith to pay off the payments for SHM Number 3326 belonging to Plaintiff IV, SHM Number 5344 belonging to Plaintiff II, and SHM Number 5345 belonging to Plaintiff IV to each owner of the SHM. Defendant I was also unwilling to cancel PPJB Number 26, PPJB Number 28, and PPJB Number 39 and was unwilling to return the physical original certificate documents of SHM Number 3326, SHM Number 5344, and SHM Number 5345 to the owners of each SHM through Defendant II as Notary/PPAT in this case.

Plaintiff IV then approached Defendant II to demand the cancellation of PPJB Number 26, PPJB Number 28, and PPJB Number 39 as well as the return of the original certificate documents. Previously, Defendant I submitted an appeal memorandum, while the Respondents (originally Plaintiffs I to V) submitted a counter-appeal memorandum. Based on this review, the Panel of Judges stated that the legal considerations provided by the First Instance Court had been carried out appropriately and comprehensively. All facts revealed in the trial had been analyzed sequentially and logically, and the legal basis used had been applied correctly. Therefore, the legal considerations from the Boyolali District Court were deemed acceptable and could be used as a basis by the Appellate Court in making a decision [20].

By adhering to the description of the legal considerations, the Panel of Judges at the Appellate Level concluded that the decision of the Boyolali District Court Number

7/Pdt.G/2024/PN Byl is worthy of being strengthened. Accordingly, the appeal memorandum submitted by the Appellant/Defendant cannot be accepted and is set aside. Meanwhile, the counter-appeal memorandum submitted by Appellant³ Plaintiffs I to V is considered reasonable and worthy of being granted. On that basis, the Panel of Judges decided: first, to accept the appeal from the Appellant (originally Defendant I); second, to strengthen the decision of the¹⁶ Boyolali District Court Number 7/Pdt.G/2024/PN Byl dated July 31, 2024; and third, to sentence the Appellant to pay all court costs in two levels of court, including costs at the appeal level set at IDR 150,000.00 (one hundred and fifty thousand rupiah).

The two judges' decisions were unanimous, with the high court judge at the appellate level upholding the first-instance judge's decision at the district court. The Boyolali District Court, in its decision, comprehensively reviewed the agreement between the parties, both in terms of formal validity and the substance of the breach of contract. The panel of judges firmly declared the validity of the three sales and purchase agreements, but also declared the agreements null and void because Defendant I failed to fulfill the payment obligations that were the core of the PPJB. This approach reflects the fair application of the principle of¹¹ *acta sunt servanda*, where an agreed agreement must be implemented, but can be void if one of the parties fails to fulfill its obligations.

Furthermore, during the appeal process, the Semarang High Court reaffirmed the validity of the first-instance legal considerations by rejecting the appeal arguments. This indicates that the first-instance decision met strong evidentiary standards and legal considerations. The appellate panel also demonstrated careful assessment of the completeness of the documents and the prior legal process, thus upholding the decision as a form²³ respect for the ongoing judicial process.

As a public official (*openbaar ambtenaar*), a notary has the legal authority to draft and issue deeds that have authentic force. With this authority, the notary also bears legal responsibility for his actions and performance in the process of making the authentic deed. The responsibility inherent in a notary as a public official also includes his overall professional responsibility, especially those directly related to the validity and enforceability of the deeds he makes [21].

However, in the dispute over the sale and purchase agreement (PPJB) for land, Boyolali District Court Decision Number 7/Pdt.G/2024/PN Byl *jo.* Semarang High Court Decision Number 455/PDT/2024/PT SMG, the notary tends to be passive and does not show initiative to encourage peaceful dispute resolution. In fact, it is emphasized in Article 16 paragraph (1) letter a of the UUJN, which stipulates that in carrying out his/her duties, a Notary is obliged to: act in a trustworthy, honest, thorough, independent, impartial manner, and protect the interests of the parties involved in legal acts. This provision shows that a notary does not only plays the role of making authentic deeds, but is also obliged to maintain balance and justice for all parties who appear before him/her.

A notary can be involved in non-litigation dispute resolution, including through mediation, as long as they remain neutral and have the trust of the parties. However, the notary's role in mediation is not to make a decision, but rather to act as a facilitator, assisting in the resolution process. In this regard, neutrality does not mean being passive or

inactive, but rather requires the notary to be active in maintaining a balance of interests and providing proportional legal protection [22].

Therefore, when a notary public learns that a party is in default or there are indications that the legal process could be detrimental to one of the parties, remaining silent and taking no action could be seen as a violation of the ethical integrity of the profession. Returning documents to only one party, without including the wishes or consent of the other party, who also has legal standing, is a form of non-neutrality and violates the trust placed in the notary as a public official.

However, there are concerns that notaries' involvement in mediation or other non-litigation roles may conflict with the provisions of the UUJN, particularly regarding the prohibition on holding multiple positions. However, upon closer examination, the UUJN does regulate the limitations on additional professions that notaries can engage in, but does not explicitly prohibit notaries from engaging in mediation activities, as long as such activities do not interfere with the notary's primary duties as a public official and are conducted within strict professional standards. This means that the notary's additional role in non-litigation dispute resolution must be viewed within the framework of ethics and accountability, not solely from a formal legal perspective.

Therefore, it is crucial for notaries involved in the mediation process to consistently uphold the principles of prudence, professionalism, and objectivity. The notary's role in this process is to create a safe, fair, and constructive space for dialogue. The success of mediation depends not only on the notary's technical expertise, but also on their integrity, empathy, and ability to maintain trust and balance the interests of the disputing parties.

3.2. Notary Regulations for Mediation of Land Sale and Purchase Agreement (PPJB) Disputes

In accordance with the mandate of the Constitution, specifically as stated in Chapter I Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, Indonesia is a country based on law. This principle is further strengthened by Article 27 paragraph (1), which emphasizes that every citizen has the same position before the law and government and is obliged to respect and obey the rules of law and the administration of government without exception. The implications of this provision show that compliance with the law is not merely a choice, but is a fundamental responsibility that must be carried out by all citizens as part of the implementation of rights and obligations in the life of the state and nation, thus creating a just, orderly society based on the principle of equality before the law [23].

Within the framework of a state based on the rule of law, dispute resolution is a crucial pillar for maintaining order, justice, and social balance in society. The rule of law emphasizes that law is not merely a written norm, but rather an instrument that must be effective in upholding the rights, obligations, and protections of every citizen. Therefore, a dispute resolution mechanism is crucial to ensure that emerging conflicts are resolved fairly, orderly, and in accordance with applicable legal principles. Dispute resolution can be achieved through litigation or non-litigation, with non-litigation methods gaining

popularity due to their more flexible and efficient approach and ability to maintain good relations between disputing parties.

One increasingly popular form of non-litigation is *mediation*, which emphasizes the mediator's role as a neutral party facilitating communication and negotiation between disputing parties. Etymologically, the term "mediation" comes from the Latin word *mediare*, meaning "to be in the middle," indicating the mediator's role as a liaison or intermediary who helps both parties find a peaceful solution. The function of mediation differs fundamentally from other dispute resolution methods such as *arbitration*, direct negotiation, or adjudication, because mediation does not produce a final, binding decision but instead focuses on the facilitation process to reach a mutual agreement. This provides a high degree of flexibility and allows the parties to retain control over the final outcome of the dispute resolution [24].

In the context of Indonesian law, the legal basis for mediation is clearly regulated, particularly in Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. This law stipulates that if negotiations do not produce results within 14 days, the disputing parties may request the assistance of a mediator or expert advisor based on a written agreement. This provision emphasizes that mediation is not merely an administrative procedure, but is a legitimate legal mechanism for achieving a peaceful dispute resolution, while maintaining the sovereignty of each party in determining the outcome. In addition, Supreme Court Regulation (PERMA) Number 1 of 2008, which revised PERMA Number 2 of 2003, states in Article 1 paragraph (7) that mediation is a process of dispute resolution through negotiation to reach an agreement between the parties with the assistance of a mediator, thus emphasizing the importance of active participation from all parties.

The advantages of mediation lie not only in its time and cost efficiency compared to litigation, but also in its ability to maintain long-term relationships between the disputing parties. Mediation supports the principles of restorative justice, which emphasizes reconciliation, healing, and compromise, rather than simply enforcing formal legal decisions. The mediation process typically begins with the parties' agreement to follow the procedure. The mediator then facilitates communication, listens to complaints, analyzes each party's positions and interests, and helps formulate a mutually acceptable solution. Mediation's success depends heavily on the mediator's credibility, the parties' openness, and their willingness to negotiate.

Furthermore, mediation offers procedural flexibility that allows for adjustments to the characteristics of disputes, whether commercial, civil, or social. This makes it an effective tool for balancing formal legal interests with society's practical needs. Thus, mediation not only emphasizes fair legal resolution but also fosters a more humane and constructive culture of conflict resolution. The existence of mediation demonstrates that a state based on the rule of law not only emphasizes law enforcement through the courts but also encourages collaborative and preventative dispute resolution, so that every citizen can enjoy their rights without creating tension or damaging social relations [25].

In the context of civil disputes, particularly those related to land Sales and Purchase Agreements (PPJB), mediation has emerged as an increasingly popular alternative

resolution because it offers a more efficient, effective, and cooperative approach than litigation. Mediation emphasizes the active involvement of the parties in reaching a mutual agreement, so that the resulting solution is a *win-win solution*, where both parties can obtain satisfaction and maintain good relations. This is particularly relevant in PPJB disputes, considering that PPJBs are pre-transactional, namely the initial agreement between the seller and buyer before the official transfer of rights through a Deed of Sale and Purchase (AJB). Although PPJBs are morally and legally binding, they do not yet transfer rights; disputes related to PPJBs require a resolution mechanism that is flexible and fast, maintains legal certainty, and does not disrupt the transfer of rights to be carried out through the AJB.

In this process, notaries play a crucial role as public officials authorized to create authentic deeds and provide legal certainty for the parties. The notary's function extends beyond administrative aspects to substantive ones, as each deed they create carries full evidentiary force and provides legal protection for the parties to the agreement. This role makes notaries highly trusted figures within the community, while simultaneously holding significant responsibility for upholding legal certainty. However, developments in modern legal practice raise questions regarding the notary's dual role, namely the potential for them to serve as mediators in dispute resolution.

Normatively, the Notary Law (UUJN), specifically Article 17 point (1), does not explicitly prohibit notaries from acting as mediators. This provision opens up space for notaries to perform additional functions in mediation, both in court and outside the court, as also reinforced by Supreme Court Regulation (PERMA) Number 1 of 2016, which clearly regulates the mediation mechanism in Indonesia. In other words, notaries have the opportunity to double as mediators as long as they meet certain requirements that guarantee their neutrality, professionalism, and integrity. This provides flexibility for disputing parties to choose a notary as a mediator because a notary's in-depth understanding of legal documents, including the PPJB, can expedite the mediation process while reducing the risk of misinterpretation of the contract.

To ensure this dual role operates in accordance with legal and ethical norms, notaries acting as mediators must meet several criteria. First, notaries must not hold a state official position or hold any other position expressly prohibited by Article 17 of the UUJN, to avoid any potential conflict of interest that could affect their objectivity. Second, notaries must hold mediator certification from the authorized institution, namely the Supreme Court of the Republic of Indonesia, to ensure competence and adherence to applicable professional standards. Third, notaries must maintain neutrality and have no conflict of interest with respect to the dispute or the parties involved, ensuring that the mediation process remains fair and legally valid. These provisions show that although mediation is not explicitly a notary's duty, normative regulations allow notaries to act as mediators without violating professional ethics or laws.

The advantage of mediation involving a notary also lies in integrating substantive and procedural aspects. A notary, as a party who understands the intricacies of land law and the rights and obligations of the parties in the PPJB, can explain the legal consequences of any agreement reached and record them in the form of a settlement deed,

if agreed upon. This provides stronger legal certainty than traditional mediation, because a settlement deed drawn up before a notary has full evidentiary force as stipulated in Article 1870 of the Civil Code, thereby minimizing the possibility of future disputes. Furthermore, resolution through notary mediation can expedite the process, reduce costs, and maintain good relations between the parties, which are often important considerations in property transactions and other civil disputes.

Although the UJN does not specifically regulate the mechanism for dual roles as mediators, as long as a notary public holds certification issued by the Supreme Court of the Republic of Indonesia, this does not violate legal provisions. The role of a notary public as a certified mediator can add value because the notary public has a deep understanding of the agreement or document that is the source of the dispute, especially if the disputing parties previously used the notary public's services. Hence, the notary public certainly understands the content and context of the dispute in question [26]. With this expertise, a notary is not only able to bridge communication between the parties, but can also provide clarification and relevant legal interpretation of the contents of the disputed agreement or deed.

The notary's role as a mediator also provides additional assurance of the validity and legality of the mediation agreement reached by the parties. Of course, fulfilling this function requires the notary first to hold a mediator certification issued by the authorized institution, the Supreme Court of the Republic of Indonesia. Therefore, it can be concluded that there is no normative prohibition against notaries performing additional functions as mediators, as long as they adhere to the principles of professionalism, neutrality, and accountability.

Thus, it can be concluded that there is no prohibition for a notary to perform the additional function of a mediator in the resolution of civil disputes outside the court, including land sales contract disputes. In fact, normatively, existing regulations provide room for notaries to carry out the additional role of mediator in civil disputes, including land sales contract disputes. The prohibition applies only to strategic positions directly related to state officials or to conduct that violates the notary professional code of ethics. In carrying out their role as mediators, notaries must be neutral and impartial and prioritize a professional attitude in helping the parties find solutions to the legal problems they face. Thus, the existence of notaries as mediators is not only legally valid but also makes a real contribution to upholding justice that is oriented towards the interests of the community.

4 4. CONCLUSION

Based on the discussion outlined in the research above, it can be concluded that notaries have a crucial responsibility in preventing and resolving land sales contract disputes. The role of notaries should not only be as deed preparers, but also as legal advisors and even mediators when needed. To strengthen the position and role of notaries in dispute resolution, normative clarity is needed in laws and regulations regarding the mediation and legal advisory functions of notaries. Strengthening the capacity of notaries as protectors of the rights of the parties is part of an effort to enhance legal certainty and justice in land sales and purchase practices.

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In addition, referring to the provisions of Article 17 number (1) UUJN, there are no regulations that explicitly prohibit notaries from carrying out additional professions as mediators. In addition, Supreme Court Regulation (PERMA) Number 1 of 2016 concerning mediation procedures in the judicial environment also normatively provides space for notaries to play a role as mediators, both in the dispute resolution process taking place in court and outside the court.

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