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Juridical Analysis of the Problems of Submitting Evidence in Land Dispute Resolution

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Abstract

General Background Land disputes remain complex civil law issues because land has economic value, social function, and strong links to ownership certainty. **Specific Background** In Decision Number 21/Pdt.G/2023/PN Png, the dispute involved competing claims between land pawning and land sale, both supported by privately executed documents. **Knowledge Gap** Previous land dispute studies have focused mainly on ownership rights, agrarian conflict, or certificate strength, while specific analysis of private written evidence in court decisions remains limited. **Aims** This study analyzes the problems of submitting evidence in land dispute resolution, particularly the probative value of private documents, legal capacity of the parties, and judicial consideration. **Results** Using normative juridical research with statutory, conceptual, and case approaches, the findings show that problems arose from disputed private documents, alleged signature irregularities, questions about legal capacity, and weak land administration legality due to the absence of an authentic deed made before a Land Deed Making Officer. The judge considered not only documents but also witness consistency, chronology of land possession, and the legal relationship between the parties. **Novelty** This study emphasizes private document vulnerability as a central evidentiary issue in land dispute adjudication. **Implications** Legal certainty requires stronger documentation quality, clearer legal relationships, and judicial caution in assessing private documents.

Highlights:

- Unauthenticated documents created weaker legal standing.
- Witness consistency shaped judicial consideration.
- PPAT deed absence reduced ownership certainty.

Keywords: Evidence, Land Dispute, Civil Proof, Legal Certainty.

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Introduction

Land disputes to this day remain one of the most complex legal issues in civil court practice in Indonesia. Land is not only seen as an economically valuable asset, but also has a social function closely related to community life. The high economic value of land often triggers legal conflicts, whether related to ownership, possession, inheritance, or transfer of land rights. In practice, land disputes often develop into prolonged conflicts due to differences in ownership claims based on contradictory evidence. This condition shows that the issue of evidence has a very important position in resolving land disputes through civil court mechanisms.[1]

In civil procedural law, evidence is a fundamental element in determining the truth of a claim presented by the parties in court. Provisions regarding evidence are regulated in Article 1866 of the Civil Code and Article 164 of the *Herziene Indonesisch Reglement* (HIR), which places documentary evidence as the primary evidence in civil cases.[2] In addition, the reinforcement regarding legal certainty of land rights is also emphasized in Law Number 5 of 1960 concerning the Basic Agrarian Principles (UUPA) as well as Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Condominium Units, and Land Registration, which emphasizes the importance of land administration legality in providing legal protection to holders of land rights. In this context, documentary evidence holds a very decisive position because land disputes generally relate to legal relationships documented in written form.[3]

However, in the practice of resolving land disputes, documentary evidence often raises legal issues when the documents submitted are in the form of private letters whose validity is questioned by one of the parties. These issues become even more complex if there are allegations of legal defects, forgery of signatures, incapacity of the parties, or non-compliance with legal procedures in the process of transferring land rights. Normatively, Article 1868 of the Civil Code distinguishes between authentic deeds and private deeds based on the officials who create them. Authentic deeds have full evidentiary power as stated in Article 1870 of the Civil Code because they are made by or before authorized officials, whereas the evidentiary power of private letters depends on the acknowledgment of the parties who signed the letters.[4] If one of the parties denies the content or the signature in a private document, the party who submitted the document is obliged to prove its validity in court. This condition shows that private documents as evidence in land disputes often cause legal uncertainty due to their weak formal evidentiary power.

This issue is reflected in the Ponorogo District Court Decision Number 21/Pdt.G/2023/PN Png, which examines a land dispute between heirs and the party controlling the land based on an underhand sale and purchase agreement. The dispute began with a legal pawn transaction of the land, which was later considered by the defendant to have been converted into a land sale based on a receipt and a statement letter dated January 8, 2001. The plaintiffs argued that the letter was invalid and legally flawed due to allegations of signatures not made by the concerned parties and the existence of parties who were allegedly not legally competent at the time the letter was signed. On the other hand, the defendant stated that the sale and purchase transaction was conducted legally, agreed upon by the parties, and acknowledged by the local village officials.[5]

The legal issues in the decision indicate a conflict regarding the position of private written evidence in determining the validity of the transfer of land rights. In community practice, land transactions are still often carried out in a simple manner based on trust relationships without involving the Land Deed Official (PPAT). However, according to the provisions of Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration, the transfer of land rights through sale and purchase can, in principle, only be registered if proven by a deed made by a PPAT. Failure to fulfill this procedure often leads to disputes later on because the evidence held by the parties does not have perfect evidentiary power. As a result, judges must carefully assess the relationship between written evidence, witness statements, physical control over the land, and other legal facts to uncover the material truth in a case.[6]

In addition to the issue of documentary evidence, the dispute in the decision also illustrates the problems of proof through witness testimony. Some of the witnesses presented only knew about the disputed event based on stories from certain parties and did not directly witness the legal events in dispute. In civil evidentiary law, such a condition is related to the principle of *testimonium de auditu*, which basically has limited probative value because the witness testimony is not obtained from direct experience. Therefore, judges are required to carefully assess the evidence so that the decision rendered truly reflects the principles of legal certainty, justice, and the usefulness of law.[7]

The issue of submitting evidence in land disputes is important to study because it is directly related to the protection of civil rights of the community and legal certainty over land ownership. Weak quality of evidence in land transactions can lead to prolonged conflicts, increase the potential for misuse of the law, and harm parties who substantively have rights to the land. From the perspective of the theory of legal certainty, the law should be able to provide clear protection of community rights through accountable evidentiary mechanisms. Therefore, the regulation concerning evidence in land disputes is not only related to procedural aspects of civil procedural law but also related to efforts to realize fair legal protection for justice seekers.[8]

Research on land disputes has actually been widely conducted; however, most previous studies focused more on aspects of land ownership rights, agrarian conflicts, or the legal strength of land certificates. Meanwhile, research that specifically analyzes the issues of submitting hand-written evidence in land disputes through the study of court decisions is still relatively limited. In fact, the issue of evidence is the main core in civil case resolution because it determines whether a legal argument can be justified by the judge. Therefore, this research is urgent to be conducted in order to provide a juridical analysis of the problems of submitting evidence in land dispute resolution, particularly related to the evidential strength of hand-written documents, the legal competence of the parties, and the judge's considerations in Decision Number

21/Pdt.G/2023/PN Png.

Method

This research uses a normative juridical research method, which is legal research conducted by reviewing legal norms, legal principles, legal theories, as well as laws and regulations related to the research object.[9] The normative juridical method is used because this research focuses on analyzing the problems of submitting evidence in the resolution of land disputes, particularly concerning the evidential power of private documents in the Ponorogo District Court Decision Number 21/Pdt.G/2023/PN Png. Through this method, the research is conducted systematically on the provisions of evidentiary law in civil procedural law, land regulations, as well as judicial considerations in resolving land disputes.

To support the research analysis, three main approaches were used, namely the statute approach, the conceptual approach, and the case approach. The statute approach is used to examine various legal provisions related to evidence and the settlement of land disputes, including the Civil Code, the *Herziene Indonesisch Reglement* (HIR), Law Number 5 of 1960 concerning Basic Agrarian Principles, Government Regulation Number 24 of 1997 concerning Land Registration, and Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Strata Title Units, and Land Registration. This approach is carried out to review the legal regulations regarding the evidentiary power of documents, the validity of land rights transfers, and legal certainty in the resolution of land disputes.

Next, a conceptual approach is used to understand the fundamental concepts related to the theory of evidence, legal certainty, and legal protection in the settlement of land disputes. Through this approach, the study examines the theory of legal certainty proposed by Gustav Radbruch, the theory of evidence in civil procedural law, as well as the concept of legal protection concerning the civil rights of the community. This conceptual approach is important for analyzing the position of private documents as evidence, their evidentiary strength in civil cases, and the authority of judges in assessing the evidence disputed by the parties.[10]

In addition, this study also uses a case approach conducted through an analysis of the Ponorogo District Court Decision Number 21/Pdt.G/2023/PN Png. The case approach is used to examine legal facts, the arguments of the parties, documentary evidence, witness statements, as well as the legal considerations of the judge in resolving the land dispute. In this case, there is a difference in legal construction between the relationship of land pawning and land sale, both of which are based on underhanded written evidence. The plaintiffs alleged that the document used as the basis for the sale contained a legal defect due to the suspected signature not being made by the concerned party and the involvement of a party allegedly not legally competent at the time the document was signed. Meanwhile, the defendant stated that the transaction was conducted legally and was known by the local village officials. Through a case study approach, this research aims to analyze how judges assess the evidentiary strength of privately held written evidence in resolving land disputes.

The sources of legal materials in this study consist of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include legislation, court decisions, and legal documents related to the research object. Secondary legal materials are obtained through library research of legal books, scientific journals, previous research results, and academic articles related to the law of evidence and land law. Meanwhile, tertiary legal materials are obtained from legal dictionaries, legal encyclopedias, and other supporting sources that help explain the terms and legal concepts used in the research.

The technique for collecting legal materials is carried out through library research, namely by gathering and reviewing various literature, legal documents, and library materials related to the research. All obtained legal materials are then analyzed using qualitative analysis methods by interpreting legal norms, connecting theory with legal facts in court decisions, and systematically outlining the issues to obtain comprehensive conclusions regarding the problems of submitting evidence in land dispute resolution. By using this research method, it is expected that the study can provide an in-depth juridical analysis of the evidential strength of private documents and its implications for legal certainty in the resolution of land disputes.

Results and Discussion

A. Problems in Submitting Handwritten Evidence in Land Disputes

Evidence is the most important aspect in the resolution of civil cases because it determines whether a legal claim can or cannot be justified by the judge. In land disputes, evidence holds a very decisive position because the object of the dispute is related to civil rights that have economic value and carry long-term legal consequences. Provisions regarding evidence are regulated in Article 1866 of the Civil Code and Article 164 of the *Herziene Indonesisch Reglement* (HIR), which place documentary evidence as the primary means of proof in civil cases.[11] Therefore, land disputes generally rely heavily on the evidentiary strength of the documents submitted by the parties in court. In practice, legal issues often arise when the evidence submitted is in the form of private letters. Unlike authentic deeds created by or before an authorized official as referred to in Article 1868 of the Civil Code, private letters have evidentiary power that depends on the acknowledgment of the party who signed the letter. If one party denies the signature or the content of the letter, the party submitting the letter is obliged to prove the validity of the letter in court. This condition often leads to legal uncertainty in the resolution of land disputes, especially when the legal relationship between the parties is based only on simple documents without involving a Land Deed Official (PPAT).[12]

The issue can be seen in the Ponorogo District Court Decision Number 21/Pdt.G/2023/PN Png concerning a land dispute between heirs and the party controlling the land based on an underhand sale and purchase agreement. In the case, the dispute originated from a legal pawn relationship over the land, which was then considered by the defendant to have transformed into a land sale based on a receipt and a statement letter dated January 8, 2001. The plaintiffs argued that the letter contained legal defects due to suspected signatures not made by the concerned parties and the involvement of a party suspected of being legally incompetent at the time the letter was signed. On the other hand, the defendant stated that the sale transaction was conducted legally, agreed upon by the parties, and acknowledged by the local village officials. The difference in legal construction indicates a fundamental issue regarding the position of private written evidence in determining the validity of the transfer of land rights. From the perspective of land law, such a situation is highly prone to causing disputes because the legal relationship that occurs is not documented in an authentic deed made by a Land Deed Official (PPAT).[13]

Normatively, Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration stipulates that the transfer of land rights through sale and purchase can only be registered if proven by a deed made by a PPAT (official authorized to make land deeds). This provision aims to provide legal certainty for the process of transferring land rights as well as to prevent disputes from arising in the future. However, in practice within the community, land transactions are still often carried out simply based on trust relationships and are only documented in statements or hand-written receipts. As a result, when a dispute arises, the evidence held by the parties often does not have perfect probative value. Aside from issues regarding the validity of documents, another problem in this case is also related to the legal capacity of the parties. In civil law, legal capacity is an important requirement for performing legal acts as regulated in Article 1320 of the Civil Code. If an agreement is made by a party who is not legally competent, the validity of the agreement can be questioned. In the case at hand, the plaintiffs allege that there was a party who was suspected to be underage when the statement letter was made on January 8, 2001. This issue becomes important because it is directly related to the validity of the legal relationship used as the basis for the defendant's land possession.[14]

The issue of evidence in this case is also seen from the use of witness testimony in court. Some of the witnesses presented only knew about the disputed events based on the stories of other parties and did not directly witness the process of the legal relationship being contested. In civil evidentiary law, this condition is known as *testimonium de auditu*, which refers to witness testimony obtained based on what was heard from another party. Such testimony, in principle, has limited probative value because it is not obtained from the witness's own direct experience.[15] Therefore, the judge must carefully assess the relevance and probative value of the witness testimonies submitted by the parties. To clarify the form of issues regarding the submission of evidence in Decision Number 21/Pdt.G/2023/PN Png, the following table presents an analysis of the legal problems and their juridical implications:

Table 1. Analysis of the Issues in Evidence in Decision Number 21/Pdt.G/2023/PN Png

Problematics	Trial Facts	Legal Basis	Juridical Implications
A private hand-written letter is used as the basis for land ownership	The defendant used a receipt and a statement letter dated January 8, 2001	Article 1866 of the Civil Code and Article 1875 of the Civil Code	The evidential strength becomes weak when disputed by the other party
Suspected forgery of signature	The plaintiff denies the signature on the letter	Article 1877 of the Civil Code	The letter must be proven for its authenticity again in the trial
Not using a PPAT deed	The transaction was made without an authentic deed	Article 37 paragraph (1) of Government Regulation Number 24 of 1997	The transfer of rights is difficult to obtain legal certainty
Differences in the construction of legal relationships	The plaintiff states the legal relationship as a pawn, the defendant states it as a sale and purchase	Article 1320 of the Civil Code and the principle of freedom of contract	Causing multiple interpretations of legal relationships
Suspected party is not legally competent	It is suspected that there were parties underage when the letter was made	Article 1320 of the Civil Code	The agreement can be requested to be canceled
The use of hearsay witnesses	The witness only knows from someone else's story	The doctrine of civil law evidence	The evidentiary value of testimony becomes limited
Weakness of land administration	Transactions are carried out simply based on trust	The 1960 Basic Agrarian Law and Government Regulation Number 24 of 1997	Increasing the potential for land disputes

Based on the table, it can be seen that the core issue in Decision Number 21/Pdt.G/2023/PN Png lies in the weak evidentiary strength of private letters in land disputes. The letter used as the basis for land possession is still disputed in terms of the authenticity of the signature, the legal capacity of the parties, as well as the legality of the procedure for transferring land rights. This condition shows that the use of non-authentic documents in land transactions is very prone to causing legal conflicts because they do not possess the full evidentiary strength like authentic deeds made by a PPAT. In addition, the evidentiary problems in this case also show that judges cannot rely solely on a single piece of evidence. Judges must make a comprehensive assessment of letters, witness statements, physical possession of the land, and other legal facts revealed in the trial. In this context, the quality of the evidence becomes the main factor that determines the direction of the judge's consideration in finding the material truth and providing legal certainty to the parties.

On the other hand, this matter also indicates the still low legal awareness of the public in conducting land transactions in accordance with the applicable legal procedures. The practice of buying and selling land based solely on a receipt or a private statement is indeed considered simpler and cheaper, but in the end, it actually opens the door to prolonged disputes in the future. Therefore, the existence of the Land Deed Official (PPAT) and the land administration system actually has a

preventive function to provide legal protection to the parties involved in land rights transfers. From the perspective of the theory of legal certainty, this condition shows that legal certainty is not only determined by the existence of legal rules, but is also influenced by the public's compliance in carrying out proper legal procedures. When the legal relationship of land is not supported by strong and legally valid evidence, the legal protection of land rights becomes weak and has the potential to cause prolonged conflicts. Therefore, strengthening the legality of land administration and the use of authentic evidence becomes very important to prevent land disputes in the future.

B. Legal Considerations of Judges in Assessing the Evidentiary Strength of Evidence

In civil cases, judges have the authority to assess the evidentiary strength of the evidence submitted by the parties in court. This assessment is carried out based on the provisions of civil procedural law, the principles of evidence, and the legal facts revealed during the trial process. Judges not only evaluate the existence of evidence formally, but also assess the relevance, connection, and evidentiary strength of each piece of evidence to uncover the material truth in a case.[16] In the Decision of the Ponorogo District Court Number 21/Pdt.G/2023/PN Png, the judge's legal consideration focused on the evidence regarding the legal relationship between the parties, especially concerning whether the disputed land was under a land mortgage relationship or had been transferred into a land sale. To prove their respective claims, the parties submitted documentary evidence, witness testimony, as well as facts of physical possession of the land. The main issue in this case lies in the statement letter and receipt dated January 8, 2001, which were used by the defendant to prove the existence of the land sale.[17]

In assessing the evidence, the judge considered that the submitted document is categorized as a private document, so its evidentiary strength is not the same as an authentic deed. According to Article 1875 of the Civil Code, a private document only has evidentiary power if acknowledged by the party who signed the document. If there is a denial of the signature or the content of the document, the party submitting the document is obliged to prove its validity. In this case, the plaintiffs denied the validity of the document on the grounds of suspected signatures not being made by the concerned parties and the possibility that a party involved was not legally competent at the time of signing.[18] In addition, the judge also considered the fact that the transfer of land rights was not carried out through the legal land procedures as stipulated in Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration. The provision emphasizes that the transfer of land rights through sale and purchase, in principle, must be proven with a PPAT deed. The absence of a PPAT deed in this case became one of the factors that weakened the evidentiary strength of the sale and purchase document submitted by the defendant. The judge's considerations also related to the assessment of witness statements submitted by the parties. Some witnesses were found not to have directly witnessed the disputed legal event and only knew about it through accounts from other parties. In civil evidentiary law, such statements are considered *testimonium de auditu*, which has limited evidentiary value because they do not come from the witness's own direct experience. Therefore, the judge cannot fully base his belief solely on testimony from indirect witnesses.[19]

In addition to documentary evidence and witness testimony, judges also consider the fact of physical possession of the land in dispute. In the practice of land disputes, physical possession is often one of the indicators used to assess the legal relationship between the parties. However, physical possession alone cannot always be used as a basis to prove ownership if it is not supported by strong legal evidence. Therefore, judges must still evaluate comprehensively the relationship between documentary evidence, witness testimony, and the fact of physical possession to obtain objective legal certainty.[20] From the perspective of the theory of proof, the judge's considerations in this case show the application of the principle of caution in evaluating the disputed evidence. The judge not only looks at the formality of the documents but also assesses the process of how the documents were created, the legal competence of the parties, as well as the conformity with applicable land law procedures. This is important because court decisions in land disputes have significant implications for legal certainty regarding land rights and the protection of civil rights of the community. Thus, the legal considerations of the judge in Decision Number 21/Pdt.G/2023/PN Png indicate that the evidentiary strength of private documents in land disputes heavily depends on the recognition of the parties, the validity of the process of their creation, and their compliance with applicable land law provisions. When documentary evidence is not supported by proper legal procedures and other strong evidence, the document has the potential to create legal uncertainty and disputes.[21]

C. The Urgency of Strengthening the Legal Administration of Land in Ensuring Legal Certainty of Land Rights

Land issues basically do not only arise due to disputes between parties regarding land ownership, but are also caused by weak administrative order in the process of rights transfer. In community practice, land transactions are still often carried out simply based on trust relationships and informal agreements without fulfilling the land administration procedures stipulated by laws and regulations. This condition causes the legal status of land ownership to be vulnerable to disputes when conflicts arise in the future. In the national land law system, land administration has an important function to ensure legal certainty and protection of land rights.[22] Through the mechanism of land registration and the use of authentic deeds, the state strives to create legal order in land affairs so that every transfer of rights can be legally proven and receive clear legal protection. Therefore, the existence of the Land Deed Official (PPAT) functions not only as an administrative complement but also as a preventive instrument in minimizing land disputes. The urgency of strengthening the legality of land administration is evident in the Ponorogo District Court Decision Number 21/Pdt.G/2023/PN Png. The dispute that occurred shows that legal relationships not supported by orderly land administration have the potential to cause differences in interpretation regarding the status of land control and ownership. As a result, the resolution of disputes depends not only on the facts of physical possession but also on the parties' ability to legally prove the legitimacy of their legal relationship in court. To facilitate understanding of the relationship between the legality of land administration and the protection of land rights, the following is presented a flowchart of legal certainty in the process of transferring land rights.[23]



Figure 1. Flow of Legal Certainty in Land Administration

Based on the chart, it can be seen that orderly land administration is directly related to legal protection of land rights. When the transfer of rights is carried out according to legal procedures, land ownership will gain stronger legitimacy and facilitate the process of proof if a dispute arises in the future. Conversely, disorganized land administration has the potential to create obstacles in the land registration process and increase the likelihood of ownership conflicts. Besides affecting the certainty of the legal status of land, weak land administration also influences the effectiveness of legal protection for the community. In practice, many disputes arise due to the absence of authentic documents that can serve as strong evidence. This condition causes the dispute resolution process to take longer because judges have to assess various other pieces of evidence to find an objective legal truth.

On the other hand, land administration order also has a social function in creating legal stability in society. Certainty regarding land ownership status can minimize conflicts between families, inheritance disputes, and disputes over land possession that often occur due to unclear legal basis for the transfer of rights. Thus, land administration is not merely a procedural matter, but is also related to the protection of the community's civil rights broadly. From the perspective of Gustav Radbruch's legal certainty theory, law must be able to provide guarantees of certainty, justice, and utility for society. Legal certainty can only be realized if every legal relationship is carried out through mechanisms that are clear and can be legally proven. Therefore, strengthening the legality of land administration becomes an important part of realizing legal protection of land rights. Thus, strengthening orderly land administration is an important step to minimize disputes and ensure legal certainty of land rights. Compliance with land law procedures, the use of authentic deeds, and the proper implementation of land registration are the main factors in creating an orderly, fair land system that provides optimal legal protection for society.

Conclusion

Based on the research and discussion of the Decision of the Ponorogo District Court Number 21/Pdt.G/2023/PN Png, it can be concluded that land disputes are largely caused by the weak evidentiary power of private documents, which do not have perfect legal force like authentic deeds. Disputes become more complex when there are denials regarding signatures, document contents, or the legal capacity of the parties involved. In this case, the conflict arose from differences in legal interpretation between land pledging and land sale transactions that were only supported by receipts and private statements without an authentic deed before the PPAT. The study also shows that judges assess not only documentary evidence but also witness testimony, physical control of the land, chronology of events, and compliance with land law procedures to achieve fair legal certainty. In addition, low public legal awareness in conducting land transactions according to legal procedures remains a major factor causing disputes. Therefore, the use of authentic deeds, proper land registration, strengthening the role of PPAT, and increasing public legal awareness are essential to provide legal protection and ensure certainty of land rights in accordance with Gustav Radbruch's theory of legal certainty.

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