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The Legal Status of Sale and Purchase Deeds Executed under Abuse of Circumstances in Civil Dispute Evidence

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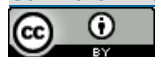
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ABSTRACT

This article examines the legal status of sale and purchase deeds executed under abuse of circumstances (*Misbruik van Omstandigheden*) within the evidentiary framework of civil disputes in Indonesian contract law. Although formally valid as authentic deeds under Article 1868 of the Indonesian Civil Code, such deeds may be materially flawed when executed under unequal bargaining conditions involving economic coercion, psychological dominance, or informational imbalance. Employing a normative juridical method with statutory, conceptual, and jurisprudential approaches, this study applies the theories of legal certainty, justice, and evidence to assess the enforceability and probative force of such deeds. The study reveals that abuse of circumstances constitutes a defect of will (*wilsgebreken*), undermining the subjective validity required by Article 1320 of the Civil Code. The novelty of this research lies in its integrated analysis of evidentiary consequences arising from private agreements tainted by structural inequality, an area often neglected in existing legal literature. The article concludes that the absence of explicit statutory provisions on abuse of circumstances contributes to doctrinal fragmentation and legal uncertainty in civil adjudication.

INTRODUCTION

Land rights transactions, particularly those involving sale and purchase agreements, hold a central role in the legal and economic structures of Indonesia. Under Article 1868 of the Indonesian Civil Code (KUHPerdata), a sale and purchase deed (*akte jual beli*) made by a Land Deed Official (PPAT) is considered an authentic deed and possesses full evidentiary value in civil proceedings. However, the strength of such formal authenticity can be questioned when the deed is executed under abuse of circumstances (*Misbruik van Omstandigheden*), a concept recognized in jurisprudence but absent from statutory law. In such situations, one party exploits another's economic hardship (Marzuki (2017), psychological vulnerability, or informational disadvantage to secure consent, potentially invalidating the contractual will required under Article 1320 of the Civil Code.

Despite its growing relevance in land sale disputes, abuse of circumstances remains underexplored in Indonesian legal scholarship, particularly regarding its impact on the evidentiary function of authentic deeds. Existing literature often focuses on the validity or enforceability of the agreement, while the implications for the deed's probative value in litigation are rarely addressed (Muna (2024). Judicial decisions also show inconsistency, with some courts recognizing abuse of circumstances as a defect of will that justifies nullification, while others uphold the deed's binding force due to procedural formalities.

This article draws on the theories of legal certainty, justice, and evidence to examine the evidentiary status of sale and purchase deeds tainted by structural inequality. The novelty of this study lies in its doctrinal focus on how such conditions affect the credibility and enforceability of authentic deeds within the evidentiary system. The objective is to assess whether deeds executed under abuse of circumstances can maintain their probative authority or whether they should be deemed voidable as defective legal instruments.

METHODS

This study employs a normative juridical research method, which is commonly used in legal scholarships to analyze laws as a closed normative system. The research focuses on legal norms, statutory frameworks, conceptual doctrines, and judicial decisions relating to the abuse of circumstances in the formation of sale and purchase deeds (Faiz (n.d.)). The primary research instrument is doctrinal legal analysis, which examines the internal coherence, interpretation, and application of relevant legal norms.

Data collection was conducted through a comprehensive review of primary legal materials, including the Indonesian Civil Code (Articles 1320 and 1868), Law No. 2 of 2014 on Notary Position, Law No. 37 of 1998 on Land Deed Officials (PPAT), and various Supreme Court decisions that recognize abuse of circumstances as a ground for annulling private agreements. Secondary legal materials such as legal textbooks, journal articles, and commentaries were also utilized to support the conceptual and theoretical framework (Tunggal (2007)).

The analysis process applies three interpretative techniques: (1) systematic interpretation to identify the relationship between legal norms; (2) argumentative interpretation to evaluate normative inconsistencies; and (3) conceptual systematization to formulate the legal status of deeds executed under impaired consent. The study also examines selected jurisprudence to illustrate doctrinal variance in the recognition and evidentiary treatment of abuse of circumstances. The findings are displayed through descriptive-analytical narratives that connect theoretical principles with practical judicial outcomes.

RESULTS AND DISCUSSION

Formal Validity and Evidentiary Strength of Authentic Deeds

Authentic deeds (*akta otentik*) occupy a central position within Indonesia's civil law evidentiary system. Pursuant to Article 1868 of the Indonesian Civil Code, an authentic deed is a document that is drawn up in the form prescribed by law and executed by or before an authorized public official within the scope of their authority. This includes notarial deeds and those prepared by Land Deed Officials (*Pejabat Pembuat Akta Tanah*, or PPAT), particularly in

transactions involving immovable property such as land. In the realm of civil procedure, such deeds serve as perfect evidence (*volledig bewijs*) of the legal relationship recorded therein, unless declared otherwise by a competent court (Harsono (2003).

However, it is important to distinguish between formal validity (legal compliance with procedural and institutional requirements) and substantive validity (the integrity of the parties' consent and fairness of the underlying transaction). A deed that fulfills all formal requirements is presumed valid and binding (*praesumptio iuris tantum*), but this presumption is rebuttable when there is proof of a defect of will (*wilsgebreken*) that impairs the validity of the parties' consent. Such defects may include mistake (*dwaling*), coercion (*dwang*), fraud (*bedrog*), or—as this article emphasizes—abuse of circumstances (*misbruik van omstandigheden*), which has been judicially acknowledged despite not being codified (Patrik (1994).

In practical terms, a sale and purchase deed drafted by a PPAT, even when executed in strict compliance with procedural formalities, may not enjoy absolute evidentiary supremacy if one of the parties can demonstrate that their will was vitiated (Setyorini (2007). For instance, a buyer who leverages the seller's desperate financial condition or mental vulnerability to acquire land at a grossly undervalued price might be engaging in abusive conduct. Although the deed is formally authentic, the underlying transaction may be materially flawed, thus affecting its legal force.

The Presumption of Veracity (*vermoeden van waarheid*) that attaches to authentic deeds applies only to the formal elements of the deed—i.e., the date, place, identity of the parties, and declarations made before the official. It does not extend to the truth of the statements made by the parties themselves (Harsono (n.d.), especially regarding their subjective intentions or the fairness of the transaction. As such, Indonesian civil courts retain the authority to assess the substantive fairness of the legal act recorded in an authentic deed when contested, especially if there is reason to suspect that one party was in a structurally weaker position.

From a jurisprudential standpoint, several court decisions have emphasized that procedural authenticity does not override material justice. In Judgment No. 275/PDT/2004, the Supreme Court ruled that a sale and purchase deed rooted in a loan

agreement where the seller was under severe economic pressure did not reflect a genuine intention to transfer ownership and was therefore annulled. This illustrates the legal system's recognition that formal regularity cannot shield substantively exploitative transactions from judicial scrutiny (Syahrani (1999).

Consequently, the evidentiary strength of an authentic deed is best understood as *prima facie*, not absolute. It creates a strong initial assumption of validity, but this can be set aside when credible evidence is presented showing that the deed was executed under materially unjust or imbalanced conditions (Noho (n.d.). This doctrinal position aligns with the principle of justice and ensures that formal documentation does not become a tool of legal oppression or exploitation.

Thus, while authentic deeds remain a cornerstone of legal certainty in private transactions, their evidentiary authority must be balanced against the imperative to protect vulnerable parties from abuse (Notodisoerjo (1982). This tension underscores the importance of contextual legal interpretation, especially in disputes involving structurally unequal relationships masked by procedural formality.

Abuse of Circumstances as a Defect of Will

In Indonesian contract law, the validity of a legal agreement is governed by Article 1320 of the Indonesian Civil Code, which prescribes four cumulative requirements: (1) mutual consent of the parties; (2) legal capacity to contract; (3) a specific subject matter; and (4) a lawful cause. The first two elements—consent and capacity—are subjective conditions, meaning that they pertain to the internal volition and mental readiness of the contracting parties (Dianipar (2024). A deficiency in either of these elements renders the contract voidable (*vernietigbaar*), allowing the injured party to request annulment.

The notion of abuse of circumstances (*Misbruik van Omstandigheden*) arises specifically when the subjective condition of valid consent is compromised—not due to force (*dwang*), mistake (*dwaling*), or fraud (*bedrog*), but due to the exploitation of a vulnerable party's desperate situation (Amin (2014). This form of imbalance, while subtler than coercion or deceit, equally affects the freedom of will (*vrije wil*) essential to valid contractual formation.

The concept remains unregulated in codified Indonesian law yet is increasingly recognized in jurisprudence. The Supreme Court Decision No. 3666 K/Pdt/1992 affirmed that a party who takes advantage of another's economic desperation to execute a legal act—such as transferring property at an unfair price—commits an abuse of circumstances. The Court emphasized that such abuse results in the formation of a contract that does not reflect the genuine, autonomous intention of the weaker party (Budiarta (2022)). In this sense, abuse of circumstances functions as a constructive defect of will and may be treated analogously to coercion or fraud.

From a doctrinal perspective, abuse of circumstances typically involves a combination of the following indicators:

- Existence of a structurally weaker party, whether due to economic dependence, psychological fragility, or legal ignorance.
- Inequitable bargaining power between the parties.
- Manifest imbalance in contractual terms, such as significantly undervalued purchase price or excessive obligations imposed on the weaker party.
- Timing and context that suggest the dominant party capitalized on the other's inability to freely assess the consequences of the transaction.

The Dutch Civil Code (Article 3:44 BW), which influences Indonesian private law tradition, explicitly recognizes *misbruik van omstandigheden* as a ground for annulment, thereby highlighting the civil law tradition's willingness to intervene where formal consent masks substantial inequity. In contrast, the Indonesian Civil Code lacks equivalent express provision, placing the burden on judicial interpretation and jurisprudential evolution (Anshori (2009)).

The absence of codification has produced **inconsistency in judicial outcomes**, as reflected in cases such as:

- **Decision No. 305/Pdt.G/2014/PN.Jkt.Sel**, in which psychological pressure and personal distress were deemed sufficient to nullify the deed; and

- **Decision No. 298 K/Pdt/2021**, in which the court refused to acknowledge abuse of circumstances on the ground that the deed was procedurally compliant, and the notary had no obligation to assess the substantive fairness of the transaction.

This divergence highlights a juridical tension between formalism and substantive justice. Some courts prioritize procedural regularity, thereby upholding deeds that may have been executed under inequality (Friedrich (n.d.)). Others adopt a more equitable stance, scrutinizing the quality of consent and recognizing that true contractual freedom requires not just procedural formality, but also substantive voluntariness.

From the standpoint of the theory of justice, especially in its distributive and corrective dimensions, contractual enforcement must not perpetuate exploitation. A legal system that tolerates agreements born out of desperation or undue influence undermines the moral legitimacy of private autonomy (Adjie (2008)). Similarly, from the perspective of legal certainty, ambiguity regarding the recognition and standard of proof for abuse of circumstances weakens the predictability of civil adjudication.

Evidentiary Implications in Civil Disputes

In civil litigation, evidence (*bewijs*) plays a pivotal role in resolving disputes concerning the validity and enforceability of legal acts. Under Indonesian evidentiary law, authentic deeds (*akta otentik*)—such as sale and purchase deeds prepared by Land Deed Officials (PPAT)—possess a strong probative value as stipulated in Article 1868 of the Civil Code. These deeds serve as full proof (*volledig bewijs*) of the statements made therein, so long as they comply with the formal requirements of the law and are not rebutted by counterevidence (Mustafida (2017)).

However, when the formation of such a deed is alleged to be tainted by abuse of circumstances (*Misbruik van Omstandigheden*), the standard evidentiary assumptions are challenged. The formal validity of the deed may remain intact, but its substantive weight becomes contestable. In such instances, the burden of proof rests with the party asserting that the deed does not reflect genuine consent due to the presence of vitiating factors, such as economic coercion or psychological pressure.

While the default position in civil procedure presumes the truth of an authentic deed's content, Indonesian courts have acknowledged that this presumption may be rebutted. Article 1866 of the Civil Code outlines the hierarchy of evidence, placing authentic deeds above private documents and oral testimony. However, this ranking does not shield the deed from scrutiny, particularly when its formation involves defective volition (*wilsgebreken*).

Several court decisions demonstrate divergent approaches to evaluating the evidentiary strength of deeds affected by abuse of circumstances. In Judgment No. 3666 K/PDT/1992, the court accepted extrinsic evidence—such as witness testimony and economic records—to establish that the seller was in a desperate financial condition and had no genuine freedom to contract. In this case, the court ruled that the deed, though formally valid, was materially defective and therefore not binding. Conversely, in Judgment No. 888 K/PDT/2017, the court refused to set aside the deed, reasoning that the notary had followed all procedural requirements and that the allegations of imbalance did not rise to the level of vitiated consent (Kusumohamidjojo (2001)). This evidentiary inconsistency underscores the challenges of integrating substantive fairness into a formally rigid evidentiary structure.

The central problem lies in the judicial interpretation of what constitutes sufficient proof of abuse of circumstances. Unlike fraud or coercion—which often leave clearer traces of unlawful behavior—abuse of circumstances may involve subtle manipulations or invisible pressures (Utami (2024)), such as emotional dependency or economic necessity. This creates a burden for litigants to present contextual evidence that may not be immediately apparent from the deed itself. Litigants must often rely on supporting documentation, such as medical records, financial statements, and expert testimony, to illustrate the condition of vulnerability at the time the deed was executed.

The situation is further complicated by the role of the notary or PPAT (Prajitno (2010)), who is generally not obligated to verify the substantive fairness of the transaction, as long as the formal legal conditions are met. This procedural neutrality, while reinforcing legal certainty, may result in the institutional validation of unfair agreements, thus

calling into question the function of the deed as reliable evidence.

Moreover, under civil procedural law, the evidentiary assessment is ultimately discretionary—subject to the judge's evaluation of credibility and coherence. The judge may apply principles such as *freies Beweiswürdigungsprinzip* (free evaluation of evidence), but this discretion is often exercised without a consistent analytical framework for recognizing abuse of circumstances as a defect of will. In turn, this leads to fragmented jurisprudence, where materially similar cases may yield divergent outcomes due to inconsistent evidentiary standards.

In certain cases, courts have shown a more progressive approach by recognizing that authenticity does not equal fairness, and that the formal authority of the deed must be balanced against the substantive reality of the parties' conditions. In Judgment No. 305/Pdt.G/2014/PN.Jkt.Sel, the judge relied heavily on psychological expert reports and circumstantial evidence to determine that the plaintiff had signed the deed under emotional pressure caused by a corporate dispute, thereby undermining the voluntariness of the contract.

These developments reflect a slow but growing awareness within the judiciary of the need to critically assess contextual inequalities that affect the evidentiary value of deeds. However, absent clear legislative guidance or a uniform judicial standard, the burden on claimants remains high, and the outcome of such disputes remains unpredictable.

Thus, in the evidentiary landscape of Indonesian civil law, a sale and purchase deed executed under abuse of circumstances occupies a complex position. While formally strong, its probative force may weaken in the presence of credible evidence demonstrating the absence of free will. The court's willingness to acknowledge and act upon such evidence varies significantly, reflecting broader tensions between legal formalism and equitable adjudication.

Theoretical Reflections: Reconciling Certainty, Justice, and Evidentiary Authority

The issue of sale and purchase deeds executed under abuse of circumstances (*Misbruik van Omstandigheden*) invites complex theoretical reflection, particularly concerning the tension between legal certainty, justice, and the evidentiary authority of authentic deeds (Clarins (2022)). In Indonesian private law, legal certainty is often

equated with procedural compliance. Authentic deeds, under Article 1868 of the Civil Code, are presumed to be valid and truthful representations of the parties' will. This presumption promotes order, efficiency, and predictability in contractual relations and civil adjudication.

Yet legal certainty must not be mistaken for inflexibility. The formal authenticity of a deed should not override its substantive legitimacy, especially where consent is obtained through economic coercion, psychological manipulation, or significant informational imbalance (Rifqi Fadillah (2021). In such cases, the doctrine of legal certainty, if applied without regard to context, may inadvertently shield exploitative transactions. As Sudikno Mertokusumo and Jan Otto have argued, certainty in law must include clarity, consistency, and accessibility—but also fairness in application. Otherwise, the law risks becoming a mechanical tool divorced from the realities of human vulnerability.

Justice theory demands that courts not only recognize but also correct imbalances in bargaining power. It is not enough for an agreement to appear voluntary on its face; it must reflect actual volition. A deed may fulfill all procedural conditions yet still fail to meet the threshold of ethical and equitable enforceability (Pangabea (2010). The judiciary plays a central role in guarding against such inequity, particularly by assessing whether one party took unconscionable advantage of another's desperate condition. This corrective function aligns with the notion of substantive justice, which prioritizes fairness in both process and outcome.

The evidentiary theory applicable in civil disputes reinforces this approach. While authentic deeds carry strong evidentiary weight, their probative authority is rebuttable, especially in the presence of a defect of will (*wilsgebreken*). Abuse of circumstances—although less overt than fraud or duress—can equally impair the integrity of consent. In such cases, judges must go beyond the document itself, weighing external evidence such as financial records, psychiatric evaluations, or witness statements to determine whether the consent was authentic or constructed under duress.

Judicial inconsistency in handling such cases, as evidenced by conflicting decisions in Indonesian courts, reveals the absence of a uniform evidentiary standard for identifying abuse of circumstances (Satrio (1999). This doctrinal fragmentation weakens

the reliability of civil dispute resolution and undermines the broader credibility of notarial and PPAT deeds. A more coherent theoretical approach—grounded in the reconciliation of certainty, justice, and contextual evidentiary evaluation—is therefore essential.

Rather than viewing these legal principles as competing values, they should be understood as complementary. Certainty offers structure, justice provides ethical direction, and evidentiary theory offers the methodological tools to balance both. In disputes involving deeds executed under abuse of circumstances, it is this integrated framework that should guide judicial reasoning.

CONCLUSION

The legal status of a sale and purchase deed executed under abuse of circumstances cannot be determined solely by its formal compliance as an authentic deed under Article 1868 of the Indonesian Civil Code. Although such deeds are presumed valid and possess strong evidentiary weight, this presumption may be rebutted when there is credible evidence that one party's consent was obtained through exploitation of economic hardship, psychological pressure, or informational imbalance. Abuse of circumstances, though uncoded, is recognized in Indonesian jurisprudence as a form of defective will under Article 1320, thereby affecting both the enforceability and evidentiary authority of the deed. Inconsistent judicial interpretations have led to uncertainty regarding the probative value of such deeds in civil disputes. Therefore, it is necessary to codify abuse of circumstances as a distinct legal basis for annulment, supported by clear evidentiary standards. Notaries and Land Deed Officials should also be more attentive in assessing contextual fairness when executing deeds. Future research should examine comparative models to provide doctrinal clarity and legislative advancement in protecting contracting parties from structural vulnerability.

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