



## Juridical Analysis of Judges Legal Considerations on the Reconvention Lawsuit for Transfer of Property Certificates

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**Abstract:** This study analyzes the legal considerations of the panel of judges in a reconventional claim concerning the transfer of a Certificate of Ownership (SHM) in a land sale transaction, focusing on the assessment of evidence and the application of legal procedures in Court Decision Number: 8/Pdt.G/2023/PN.GTO. The research employs a normative approach, incorporating statutory, case, and conceptual analysis, utilizing primary legal sources such as laws and court decisions, as well as secondary legal materials. The findings indicate that the judges rejected the plaintiff's claim due to non-compliance with formal and substantive requirements in civil law, including the absence of a valid sale agreement and the failure to involve all relevant parties. Furthermore, the plaintiff failed to prove that the defendant had committed an unlawful act or breach of contract. Consequently, the judges upheld the defendant's reconventional claim, declaring the plaintiff's lawsuit legally flawed. This study underscores the importance of fulfilling formal and substantive requirements in civil lawsuits and ensuring the validity of evidence in land ownership disputes. The judges' legal considerations reflect the application of legal certainty and justice principles to ensure that the decision aligns with applicable legal provisions and remains accountable.

**Keywords :** Judge's Consideration; Counterclaim; Certificate of Title

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## 1. Introduction

Each individual has the right to protect their rights, which is reflected in the right to file a lawsuit when they believe their rights have been infringed upon. This right is part of the fundamental principle in civil law, where everyone has the right to bring a legal claim before the court to seek protection for their rights.<sup>1</sup> This process is important because the court is the forum for resolving legal disputes based on the applicable laws and regulations. In the context of civil law, a lawsuit filed by a party who feels wronged aims to obtain a legitimate decision based on objective and fair legal considerations, issued by an authorized panel of judges.<sup>2</sup>

In every civil dispute, the plaintiff and defendant have a legal relationship that is interrelated. Therefore, during the trial process, it is not uncommon for a counterclaim, known as a reconventional claim, to be filed. A reconventional claim is a type of counterclaim filed by the defendant in an ongoing case. In Indonesian civil procedure law, a reconventional claim is regulated in Article 132 of the HIR, which states that a counterclaim is an answer submitted by the defendant in response to the lawsuit filed by the plaintiff. The purpose of a counterclaim is to provide the defendant with the opportunity to defend their rights by making a claim that is related to the main case.

In practice, a reconventional claim has several important benefits, particularly in speeding up the resolution of legal disputes and avoiding contradictory decisions. Filing a reconventional claim allows the trial process to be conducted efficiently by combining two related lawsuits into one case. This not only saves time and costs but also prevents conflicting judgments that could prolong the legal process.

A reconventional claim also serves as a tool to ensure legal certainty in the resolution of disputes. In this context, both the plaintiff and defendant have equal opportunities to present their defense and supporting evidence. Therefore, the process of proving the reconventional claim plays a very important role in determining whether a lawsuit can be accepted or rejected by the court.<sup>3</sup>

This research focuses on a juridical analysis of reconventional claims in the case of the transfer of a Certificate of Ownership (SHM) due to a land sale transaction, with a case study on the decision of the Court Number: 8/Pdt.G/2023/PN.GTO. The case involves Popy Djafar as the plaintiff, filing a lawsuit against Anser Djafar and Royanto Masaudi as the defendants, as well as the Gorontalo City Land Office as the third defendant. The issue in this case began with a land and house sale transaction involving SHM No. 226/1986, which was allegedly not completed according to the

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<sup>1</sup> Ahmad Ahmad and Nadya Lonely Bifirli Polii, "Mencari Jiwa Asas Pacta Sunt Servanda Dalam Pelanggaran General Agreement Of Tariff And Trade," *Jurnal Pendidikan Tambusai* 7, no. 1 (April 13, 2023): 1623–31, <https://doi.org/10.31004/jptam.v7i1.6036>.

<sup>2</sup> Alfonso Imanullah, "Dasar Dan Pertimbangan Hakim Dalam Menolak Gugatan Pembagian Harta Bersama Antara Wna Dan Wni (Studi Dalam Perspektif Putusan Pengadilan Negeri Mungkid Nomor: 41/Pdt. G/2019/Pn. Mkd)," 2023, <https://digilib.uns.ac.id/dokumen/detail/100726/>.

<sup>3</sup> Mesu Reh Kasudarman and Muh Jufri Ahmad, "Analisis Ratio Decidendi Terhadap Putusan Pengadilan Negeri Gresik (No. 4/Pdt. G/2022/Pn. Gsk) Dalam Perkara Perbuatan Melawan Hukum," *COURT REVIEW: Jurnal Penelitian Hukum (e-ISSN: 2776-1916)* 4, no. 05 (2024): 38–50.

applicable legal procedures, especially concerning the name transfer process of the certificate to the plaintiff.

According to the plaintiff, in 2010, they reached an agreement to purchase the land and house from the defendant for Rp 45,000,000, evidenced by a receipt of payment. However, the transaction was not formalized with a notarial deed, and the name transfer process could not proceed because the defendant refused to sign the necessary documents for the administration process at the National Land Agency (BPN). Despite mediation attempts, no agreement was reached, so the plaintiff decided to file a lawsuit in court to validate the sale and purchase transaction so that the SHM transfer could take place.

The defendant then filed a reconventional claim, arguing that the plaintiff's lawsuit did not meet the formal and substantive requirements. The plaintiff's lawsuit was considered incomplete because not all parties involved in the sale transaction, including other heirs listed in SHM No. 226/1986, were present. Moreover, the plaintiff could not prove that the defendant had committed unlawful actions or breached the contract in the sale transaction. Therefore, the defendant argued that the plaintiff's lawsuit was inadmissible and requested the court to dismiss the claim.<sup>4</sup>

The reconventional claim in this case is highly relevant as it provides the defendant the opportunity to defend their rights by filing a counterclaim against the plaintiff. In this regard, the defendant argued that the plaintiff's lawsuit lacked a clear legal basis and did not meet the formal requirements set out in civil procedure law.<sup>5</sup> Furthermore, the defendant contended that the plaintiff's lawsuit did not specify the unlawful actions or breach of contract committed by the defendant, which is a key element in a civil lawsuit.

In the process of proving the reconventional claim, the defendant sought to demonstrate that the plaintiff's lawsuit was inadmissible due to its failure to meet formal requirements and lack of sufficient evidence. In this regard, the defendant presented several supporting pieces of evidence, including written documents, testimonies, and legal arguments reinforcing the defendant's position in the dispute. On the other hand, the plaintiff also tried to prove that the sale transaction was valid and that the defendant could not obstruct the name transfer process of the SHM.<sup>6</sup>

The process of proving the reconventional claim is crucial to ensure that both parties have a fair opportunity to present their evidence and arguments. The panel of judges must ensure that the evidence presented by both parties is admissible and relevant to the main issue being examined. In this case, the judge must avoid making decisions

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<sup>4</sup> Moh Mahrus, "Tinjauan Yuridis Atas Gugatan Kepemilikan Tanah Bersertifikat Terhadap Penggunaan Tanah Dengan Cara Melawan Hukum," *Jurnal Hukum DE'RECHTSSTAAT* 5, no. 1 (2019): 43-53.

<sup>5</sup> Rifky Pulubolo, Mutia Cherawaty Thalib, and Ahmad Ahmad, "Legal Process for Banking Negligence in Violations of Customers' Privacy Rights and Personal Data," *Estudiante Law Journal* 1, no. 1 (January 25, 2024): 1-13, <https://doi.org/10.33756/eslaj.v1i1.24195>.

<sup>6</sup> Indrassetyani Devi Puspitasari, "Perlindungan Hukum Bagi Pemenang Perkara Gugatan Yang Diajukan Oleh Pihak Ketiga Studi Kasus Perkara Nomor: 6/Pdt. Bth/2020" (PhD Thesis, Universitas 17 Agustus 1945 Semarang, 2024), <https://repository.untagsmg.ac.id/674/>.

based on personal beliefs unsupported by valid evidence, as this could lead to legal uncertainty and abuse of power.

The legal consideration of the panel of judges in this case is key to determining whether the reconventional claim filed by the defendant can be accepted.<sup>7</sup> The judges must carefully analyze whether the plaintiff's lawsuit meets the formal and substantive requirements specified in civil procedure law, as well as whether the plaintiff's claim is supported by sufficient evidence to substantiate the allegations.<sup>8</sup> If the judges decide that the plaintiff's lawsuit is inadmissible, then the reconventional claim filed by the defendant may be accepted and granted, based on the reasoning that the plaintiff's lawsuit lacks a clear legal basis and does not meet the required evidentiary standards.<sup>9</sup>

This study aims to conduct a thorough analysis of the process of proof and the legal considerations of the panel of judges regarding the reconventional claim in the case of the transfer of a Certificate of Ownership due to the sale of land, using the case study of the Court Decision Number: 8/Pdt.G/2023/PN.GTO. The results of this research are expected to contribute to the development of understanding regarding the application of reconventional claims in civil procedural law and provide a clearer picture of how judges consider evidence and legal arguments in resolving disputes involving the transfer of land rights.

## 2. Method

The research method used in this journal is a normative research method with a statutory, case, and conceptual approach.<sup>10</sup> The statutory approach is used to identify and analyze the applicable legal provisions related to reconventional claims and the transfer of the Certificate of Ownership (SHM) due to a land sale transaction, such as Article 132 of the HIR and Article 1320 of the Civil Code. The case approach is applied to study and analyze the case that serves as the object of research, namely the Court Decision Number: 8/Pdt.G/2023/PN.GTO, which serves as the basis for analyzing the process of proof and the legal considerations of the panel of judges in handling the reconventional claim. The conceptual approach is used to explore relevant legal theories in the context of reconventional claims and the process of proof in civil procedural law. This study relies on primary legal materials such as laws, court

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<sup>7</sup> Nurhayati Manto, Erman I. Rahim, and Ahmad Ahmad, "Implementasi Pasal 32 Peraturan Daerah Kabupaten Gorontalo Nomor 1 Tahun 2024 Tentang Pajak Daerah Dan Retribusi Daerah," *Sinergi: Jurnal Riset Ilmiah* 2, no. 1 (January 7, 2025): 33–44, <https://doi.org/10.62335/y2rtss89>.

<sup>8</sup> Mohamad Rivaldi Moha et al., "The Comparative Law Study: E-Commerce Regulation in Indonesia and Singapore," *JURNAL LEGALITAS* 16, no. 2 (October 30, 2023): 248–59, <https://doi.org/10.33756/jelta.v16i2.20463>.

<sup>9</sup> Adhinda Harrydiant Putra and S. H. Shalman Al Farizi, "Tinjauan Yuridis Penyelesaian Sengketa Tanah Waris Yang Telah Terjadi Peralihan Hak Atas Dasar Jual Beli (Studi Putusan No. 129/Pdt. G/2015/PN Skh Di Pengadilan Negeri Sukoharjo)" (PhD Thesis, Universitas Muhammadiyah Surakarta, 2017), <https://eprints.ums.ac.id/id/eprint/49750>.

<sup>10</sup> Zainuddin Ali, *Metode Penelitian Hukum* (Sinar Grafika, 2021).

decisions, and secondary legal materials such as books, articles, journals, and online references to deepen the issues discussed.

### **3. The Evidentiary Process in a Counterclaim for Transfer of a Certificate of Ownership**

The process of proving in a reconventional claim is a crucial stage in determining whether a lawsuit can be accepted or rejected by the court. In the civil law system, each party filing a lawsuit has an obligation to prove their claims with valid and sufficient evidence. This proof is an important aspect in realizing justice, as the decision made by the court is based on the facts revealed during the proof process. In the case of a lawsuit regarding the transfer of a Certificate of Ownership (SHM), the plaintiff must prove that the sale transaction they conducted was legally valid and in compliance with the applicable provisions, both formally and substantively.<sup>11</sup>

In general, land sale transactions involving the transfer of SHM require a number of requirements to be met, both administratively and legally. Formally, the transaction must be supported by valid documents, such as a sale deed made by an authorized official and accompanied by clear proof of payment. Additionally, the transfer of SHM requires approval from the National Land Agency (BPN) to ensure that the name of the landowner listed on the existing SHM can be transferred to the buyer according to the applicable procedure. Therefore, in the case of SHM transfer, the plaintiff must demonstrate that the sale transaction has followed all formal requirements set forth in the regulations.

However, in practice, the proof process often does not proceed smoothly, especially in cases involving land and property rights transfers. In the case of Court Decision Number: 8/Pdt.G/2023/PN.GTO, the lawsuit filed by Popy Djafar as the plaintiff against Anser Djafar and Royanto Masaudi as the defendants, regarding the transfer of SHM, was rejected by the panel of judges. The plaintiff's lawsuit concerning the transfer of SHM for a house and land purchased from the defendants was not supported by sufficient evidence to meet the formal and substantive requirements. In this case, the plaintiff claimed to have conducted a sale transaction with the defendants in 2010, but the transaction was not formalized with a notarial deed and was only evidenced by a receipt for the payment. This became one of the main reasons why the plaintiff's lawsuit was rejected, as it did not meet the formal requirements set by civil law.<sup>12</sup>

Furthermore, the plaintiff's lawsuit failed to present all parties involved in the sale transaction. One of the parties who should have been present is the other heirs listed

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<sup>11</sup> Siska Elina Rahminingsih and Eko Wahyudi, "Implementasi Ganti Rugi Hak Pengabdian Pekarangan (Servitutu) Sesuai Dengan Pasal 667 KUHPerdara," *Jurnal Ilmiah Wahana Pendidikan* 10, no. 22 (2024): 1222–30.

<sup>12</sup> Novita Pratama Sari, Abdul Waid, and Muhammad Achid Nurseha, "Analisis Yuridis Pertimbangan Hakim Putusan No. 1055/Pdt. G/2021/Pa. Kbm Dalam Penolakan Gugatan Rekonvensi," *KAWRUH: Jurnal Kajian Syariah, Ushuluddin, Dan Dakwah* 2, no. 1 (2024): 73–86.

in SHM No. 226/1986 as the previous landowner. The presence of all parties with interests in the land is crucial to ensure that the sale transaction is valid and does not involve parties who are not entitled. The plaintiff could not prove that all parties involved in the sale transaction had agreed to the transfer of land rights. As a result, the plaintiff's lawsuit was considered to not meet the formal requirements and was rejected by the panel of judges.

In response to the plaintiff's lawsuit, the defendants filed a reconventional claim, a counterclaim made by the defendant in the same case. This reconventional claim was filed on the grounds that the plaintiff's lawsuit did not meet the formal requirements and should not be accepted by the court. The defendants argued that the plaintiff could not prove the sale transaction was legally valid because the plaintiff did not follow the procedures stipulated by the law, such as failing to present all parties involved in the transaction. The defendants also stated that the plaintiff's lawsuit did not specify the grounds for the alleged wrongful actions by the defendants, whether it was unlawful or a breach of contract. This provided the basis for the defendants to file a reconventional claim.<sup>13</sup>

The reconventional claim filed by the defendants is legally grounded, as the plaintiff's lawsuit could not be accepted due to failure to meet the formal requirements and lack of sufficient evidence. In the process of proving the reconventional claim, the defendants sought to demonstrate that the plaintiff's lawsuit was invalid and could not proceed. The defendants presented various pieces of evidence supporting their claim, including written documents and testimonies showing that the sale transaction claimed by the plaintiff did not comply with applicable law. In this case, the defendants aimed to show that the plaintiff's lawsuit contained significant legal flaws and should be rejected by the court.<sup>14</sup>

On the other hand, the plaintiff also sought to prove that the sale transaction with the defendants was valid and met the requirements set forth in civil law. The plaintiff presented evidence in the form of a receipt for the payment, showing that the sale transaction had occurred and had been agreed upon by both parties. However, this evidence was deemed insufficient to meet the formal requirements necessary for a land sale transaction, which include a valid sale deed approved by a notary and confirmation from BPN. In this case, even though the plaintiff presented evidence supporting their claim, it was not strong enough to convince the panel of judges that

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<sup>13</sup> Nisfa Lailah Sya'ban, "Analisis Putusan Hakim Tentang Keabsahan Akta Pengikat Hibah Terhadap Penghibahan Tanah Bangunan," *Jurnal Riset Hukum Keluarga Islam*, 2024, 121–28.

<sup>14</sup> Yunita Windriana, "Kepastian Hukum Petok D Dikaitkan Dengan Prosedur Untuk Mendapatkan Sertipikat Hak Milik" (PhD Thesis, Universitas Narotama, 2023), <http://repository.narotama.ac.id/id/eprint/1604>.

the sale transaction had been conducted according to the procedures established by law.<sup>15</sup>

The proof process in this reconventional claim is crucial in determining whether the plaintiff's lawsuit can be accepted or rejected by the court. The evidence presented by both parties serves as the basis for the judge's decision on whether the plaintiff's lawsuit or the reconventional claim filed by the defendant should be accepted by the court. If the evidence presented by the plaintiff is not sufficient to prove their claim, then the plaintiff's lawsuit may be rejected. Conversely, if the evidence presented by the defendants convinces the judge that the plaintiff's lawsuit contains significant legal flaws, then the reconventional claim filed by the defendants may be accepted.<sup>16</sup>

Overall, the proof process in a reconventional claim is an essential part in ensuring that the court's decision is based on valid and accountable evidence. In the case of the SHM transfer, the plaintiff must prove that the sale transaction was legally valid and met all the formal and substantive requirements set out in civil law. If the plaintiff cannot prove this, their lawsuit may be rejected, and the reconventional claim filed by the defendant may be accepted. This proof process ensures that both parties are given a fair opportunity to defend their rights, and that the court's decision reflects the true principles of justice.

#### **4. Legal Considerations of the Panel of Judges against the Counterclaim**

The legal considerations provided by the panel of judges in each civil case are crucial as they can determine the direction and outcome of the case. In every trial process, judges have the obligation to examine every lawsuit, assess the evidence presented, and ensure that all legal procedures are followed before issuing a decision. These considerations not only include an analysis of the evidence presented but also an understanding of the relevant legal provisions in the case. In the context of a lawsuit regarding the transfer of a Certificate of Ownership (SHM), the judge must consider whether the sale transaction, followed by the transfer of SHM, is legally valid and whether the lawsuit filed meets the formal and substantive requirements outlined in civil law.<sup>17</sup>

In the case of Court Decision Number: 8/Pdt.G/2023/PN.GTO, the panel of judges provided in-depth legal considerations regarding the plaintiff's claim that the transfer of SHM for land purchased from the defendant could not be carried out because it did not meet the legal requirements. The plaintiff filed a lawsuit based on a sale

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<sup>15</sup> Putra and Shalman Al Farizi, "Tinjauan Yuridis Penyelesaian Sengketa Tanah Waris Yang Telah Terjadi Peralihan Hak Atas Dasar Jual Beli (Studi Putusan No. 129/Pdt. G/2015/PN Skh Di Pengadilan Negeri Sukoharjo)."

<sup>16</sup> Siti Chairunisa and Budiman Ginting, "Kedudukan Kepemilikan Hak Atas Tanah Karena Terdapat SPPT PBB Ganda Terhadap Sebidang Tanah Yang Di Atasnya Belum Memiliki Sertifikat Hak Milik (Studi Putusan Nomor 120PK/PDT/2017)," *Nusantara Journal of Multidisciplinary Science* 1, no. 2 (2023): 251-63.

<sup>17</sup> Muhammad Satria Harry Dhan, "Analisis Yuridis Kekuatan Pembuktian Sertipikat Hak Milik Sebagai Bukti Terkuat Dibandingkan Dengan Bukti Hak Lainnya Dalam Undang-Undang Pokok Agraria (Studi Putusan Mahkamah Agung Nomor 2064 K/Pdt/2014)," *Jurnal Perspektif Hukum* 2, no. 1 (2021): 145-62.

transaction conducted in 2010, supported by a receipt of payment. However, the transaction was not formalized with the required notarial deed as stipulated by the applicable regulations. Moreover, the plaintiff's lawsuit did not include other parties who should have been involved in the sale transaction, namely the heirs listed on the land certificate. This was one of the factors considered by the judges in making their decision.

One of the main aspects considered by the panel of judges in this case was whether the plaintiff's lawsuit met the formal and substantive requirements set by civil law. Under Indonesian civil procedure law, a lawsuit must be filed with sufficient evidence and fulfill the formal requirements established in the regulations. In this case, the judges considered that the plaintiff's lawsuit was not supported by adequate evidence, such as the absence of a valid sale deed and failure to follow proper administrative procedures for the transfer of SHM. A valid sale deed is an essential element in ensuring that the land sale transaction complies with the law and can be accountable in court. Without a valid notarial deed, the transaction is considered legally incomplete, which became a reason for the judges to reject the plaintiff's lawsuit.<sup>18</sup>

Furthermore, in a lawsuit concerning the transfer of SHM, the plaintiff must prove that the defendant violated the law or committed a breach of contract. However, in the plaintiff's lawsuit, there was no clear evidence regarding the defendant's unlawful actions or failure to meet obligations under the sale agreement. The plaintiff's lawsuit did not specify whether the defendant's actions could be classified as unlawful acts or a breach of contract, which should be the basis for a civil lawsuit. Without clear evidence or statements regarding this, the judges could not consider the plaintiff's lawsuit as having a valid legal foundation. This added another reason for the judges to reject the plaintiff's lawsuit.

The judges, in their consideration, also noted the fact that the plaintiff's lawsuit did not meet the formal requirements mandated by civil procedure law, such as the incompleteness of the parties involved in the sale transaction. In this case, the plaintiff did not present all parties listed on SHM No. 226/1986 as parties involved in the land sale. Therefore, the lawsuit filed by the plaintiff was considered procedurally flawed, as it did not take into account the involvement of other parties with rights to the land. The absence of these related parties in the case led to the imperfection of the lawsuit, resulting in the rejection of the plaintiff's claim by the judges.<sup>19</sup>

After considering the above factors, the judges decided to grant the reconventional claim filed by the defendant. A reconventional claim is a counterclaim filed by the defendant against the plaintiff in the same case, aimed at defending their rights and canceling the lawsuit filed by the plaintiff. In this case, the defendant argued that the

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<sup>18</sup> B. Erlina and Syifa Mustika, "Pertimbangan Hakim Terhadap Putusan Wanprestasi Atas Ggatan Perbuatan Melawan Hukum (Studi Putusan Nomor: 236/Pdt. G/2022/PN TJK)," *JLEB: Journal of Law, Education and Business* 2, no. 1 (2024): 566-73.

<sup>19</sup> Jeni Sanusi, Stephanus Pelor, and Charles DL Pardede, "Perlindungan Hukum Terhadap Hak Atas Tanah Bersertifikat Hak Milik (Studi Kasus Putusan Pengadilan Negeri Tanjung Karang Nomor: 82/Pdt. G/2020/Pn Tjk)," *DELEGASI* 3, no. 2 (2023): 83-117.



plaintiff's lawsuit was invalid because it did not meet the formal requirements established by civil law, and therefore, the plaintiff's lawsuit should be rejected.<sup>20</sup>

The reconventional claim filed by the defendant is based on the argument that the plaintiff's lawsuit cannot be accepted because it lacks a clear legal basis. The defendant also presented supporting evidence, such as the incomplete sale transaction presented by the plaintiff and the lack of adequate evidence regarding the defendant's unlawful actions. In the reconventional claim, the defendant argued that the plaintiff could not prove their claim, and therefore, the lawsuit should be dismissed. After reviewing the evidence presented by both parties, the judges decided to grant the defendant's reconventional claim and reject the plaintiff's lawsuit.

It is important to note that this decision by the panel of judges was not only based on an analysis of the evidence presented by both parties but also on the application of relevant legal theories in this case.<sup>21</sup> One of the theories applied in the judges' legal consideration is the theory of proof in civil law. Under civil procedure law, the party filing a lawsuit carries the burden of proof to substantiate their claims before the court. In this case, the plaintiff failed to prove their claims regarding both the valid transfer of SHM and the defendant's wrongdoing in the sale transaction. Therefore, the judges decided that the plaintiff's lawsuit could not be accepted because it was not supported by sufficient evidence.

Additionally, the judges also considered the principle of legal certainty in their decision-making. In civil law, every transaction and transfer of land rights must be carried out in accordance with clear procedures and formal requirements as stipulated by law. Without a valid sale deed and proper administrative procedures, the transaction is considered invalid and cannot be held accountable in court. Therefore, the plaintiff's lawsuit, which did not meet the formal requirements, could not be accepted, while the reconventional claim filed by the defendant, arguing that the transaction was invalid, was more in line with the principle of legal certainty.<sup>22</sup>

The reconventional claim in this case also demonstrates the importance of equality between the parties involved in a civil dispute. The defendant has the right to file a counterclaim to defend their rights when they feel harmed by the plaintiff's lawsuit. By filing a reconventional claim, the defendant can clarify that the plaintiff's lawsuit is invalid and should not be accepted due to legal flaws.<sup>23</sup> This is part of the principle

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<sup>20</sup> Farah Mauliza, Yulia Yulia, and Faisal Faisal, "Pertimbangan Hakim Terhadap Pengembalian Objek Jaminan Hak Tanggungan (Studi Putusan No. 47/Pdt. G/2016/Pn Bna)," *Jurnal Ilmiah Mahasiswa Fakultas Hukum Universitas Malikussaleh* 6, no. 2 (2023): 90-107.

<sup>21</sup> Suwito et al., "Contemplating the Morality of Law Enforcement in Indonesia," *Journal of Law and Sustainable Development* 11, no. 10 (October 25, 2023): e1261-e1261, <https://doi.org/10.55908/sdgs.v11i10.1261>.

<sup>22</sup> Humairah Hasan Sabaya, Weny Almoravid Dungga, and Iulius T. Mandjo, "Analisis Yuridis Tentang Pembatalan Sertifikat Hak Milik Tanah Oleh Hakim Di Pengadilan Negeri Gorontalo," *Depositi: Jurnal Publikasi Ilmu Hukum* 2, no. 1 (2024): 18-28.

<sup>23</sup> Indah Amanah Poetri Soedarno Oei Pantouw and Ahmad Ahmad, "Perlindungan Hukum Terhadap Masyarakat Akibat Penambangan Emas Di Sungai Tulabolo Yang Tercemar Merkuri," *Borneo Law Review* 6, no. 2 (2022): 187-204, <https://doi.org/10.35334/bolrev.v6i2.3242>; Novia Rahmawati A. Paruki and Ahmad Ahmad, "Efektivitas Penegakan Hukum Tambang Ilegal," *Batulis Civil Law Review* 3, no. 2 (August 26, 2022): 177-86, <https://doi.org/10.47268/ballrev.v3i2.966>.

of fairness in civil litigation, where each party is given an equal opportunity to defend their rights.

The legal considerations of the judges in this case illustrate that the civil litigation process depends not only on the evidence presented by the parties but also on a deep understanding of the relevant legal provisions. In this case, the judges decided to grant the defendant's reconventional claim and reject the plaintiff's lawsuit because the plaintiff's lawsuit did not meet the formal and substantive requirements set by civil law. The inadequate proof process, the absence of parties involved in the transaction, and the unclear nature of the defendant's actions were the main reasons for the judges' decision to reject the plaintiff's lawsuit.<sup>24</sup>

This analysis of the judges' legal considerations in this case provides a deeper understanding of the application of legal theories in reconventional claims. The judges not only analyzed the evidence presented but also ensured that the decision made aligned with the legal principles, such as legal certainty, equality, and fairness. This decision also shows how civil procedure law functions to ensure that each party receives a fair opportunity in the litigation process and that the decisions made are based on valid and accountable evidence.

## 5. Conclusion

In the case of Court Decision Number: 8/Pdt.G/2023/PN.GTO, the panel of judges determined that the plaintiff's lawsuit regarding the transfer of the Certificate of Ownership (SHM) was not supported by sufficient evidence and did not meet the formal requirements outlined in civil law. The plaintiff's lawsuit failed to specify the actions violated by the defendant, such as unlawful acts or breach of contract, and did not include all parties involved in the sale transaction. Therefore, the judges decided to reject the plaintiff's lawsuit and accepted the reconventional claim filed by the defendant, who argued that the plaintiff's lawsuit was legally flawed.

This decision underscores the importance of presenting valid and sufficient evidence in every civil lawsuit, as well as the application of the principle of legal certainty in the judicial process. The judges adhered to the principle of justice by providing both parties with an equal opportunity to defend their rights. Overall, this decision highlights that the success of a lawsuit heavily relies on fulfilling the formal and substantive requirements set forth in civil law, as well as the meticulousness in the proof process conducted by the plaintiff.

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<sup>24</sup> Yuniar Sachmad, Ronald Saija, and Sabri Fataruba, "Hak Milik Di Atas Tanah Hak Ulayat Negeri Halong," *BAMETI Customary Law Review* 1, no. 1 (2023): 41–75.

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