
Harmonization of Islamic Family Counseling on the Validity of Inherited Land Sale and Purchase Agreements from the perspective of contract law

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Abstract

The sale and purchase of inherited land often give rise to legal disputes due to the intersection of contract law and land law, particularly when not all heirs are involved or when formal land administration procedures are not followed. The core problem addressed in this study is the uncertainty regarding the validity of inherited land sale and purchase agreements that only fulfill contractual requirements but fail to comply with formal land law provisions. This condition often leads to conflicts among heirs and provides limited legal protection for the parties involved. The objective of this study is to analyze the validity of inherited land sale and purchase agreements from the perspectives of contract law and land law, as well as to examine the role of family counseling as an alternative dispute resolution mechanism in resolving inheritance-related land disputes. This study aims to clarify the relationship between substantive contractual validity and the formal legality of land rights transfer. This study employs a normative juridical method using statutory, conceptual, and case approaches. Primary, secondary, and tertiary legal materials are collected and analyzed qualitatively to assess legal norms governing agreements, inheritance, and land registration, as well as their practical implications in dispute resolution. The results indicate that an inherited land sale and purchase agreement is considered valid only when it fulfills both the subjective and objective requirements of contract law, including the consent of all legal heirs, and the formal requirements of land law, namely the execution of a deed by a Land Deed Making Officer (PPAT) and registration at the land office. Family counseling plays a significant role in facilitating mediation, reducing conflict, and encouraging consensus among family members. This study recommends harmonizing contract law and land law regulations, increasing legal awareness among heirs, and integrating family counseling mechanisms to ensure legal certainty, justice, and the protection of parties' rights in inherited land transactions.

Keywords: *Agreement, Engagement Law, Family Counseling, Inheritance Land, Validity.*

A. Introduction

The land holds a very important position in Indonesian society. Apart from being a place of residence and facilities production, land also has marked high social, economic, and cultural values. Ownership and control of land are often closely tied to social status and the sustainability of the economy, which is particularly important for families. Therefore, every action related to laws involving land always requires a specific law to prevent future disputes

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(Usman, 2013). One of the frequent problems that appears in practice is the sale or purchase of land inheritance, which is often done without notice, provision, law, or bond, and without a comprehensive understanding of the land. It is understood that the connection is family before. There is a dispute over land inheritance. However, once the problem arises, the sale or purchase of an inheritance can disrupt family harmony.

Indonesian society, particularly in the Java region, has its own unique culture, with each individual embracing the concept of unity. Principle: This is one of the neglects in understanding the law of inheritance. In principle, the feeling of mutual trust between one person and another becomes an essential element of harmony in social life, beneficial in much the same way as a nuclear family or within a community. The trust that is built in a family. When a problem arises, it is addressed in a manner that is compliant with the law. There is strength in black and white, or the agreement that was formed. There is no accuracy in the law. Problems. This is one of the efforts that strengthen the law and address the underlying problems. In a legal sense, inheritance is the transfer of rights and obligations from the deceased to their heirs. In the context of civil law, object inheritance can be diverted to another party if the ownership status of the inherited object is clear. However, in practice, many cases are found when one of the experts sells land inheritance without the agreement of the other heirs. This is a cause of a problem with the law because actions are only contradictory with provisions of Article 1320 of the Civil Code about the condition of a legitimate agreement, but also with provisions in the Constitution, Main Point Agrarian Law (UUPA), which regulates the mechanism of formal transition of rights to land (Subekti, 2005; Fuady, 2010).

Data released by the Ministry of ATR/BPN shows that disputes over land remain one of the most prevalent types of cases, with the largest number of entries to court. In 2022, it was reported that thousands of disputes over land were processed in the district court, with a significant portion originating from cases involving the sale and purchase of land that did not meet the administrative and substantial conditions (ATR/BPN, 2022). One of the frequently used categories is selling or buying a land legacy. This phenomenon highlights a gap in existence between legal norms that require certainty and social norms, which often rely on trust between family members without adhering to complete legal procedures. Service counseling looks for a solution every time. There is a problem related to the services provided; obstacles and challenges faced by the community can be processed with a family counseling approach. The necessary attitude built in counseling is understanding and awareness, so that no surrender, being indifferent, blaming the other party, remains active, looking for a road to go out, so that returning effectively to give service with alternative Accuracy of the solution, matching expectations of each party involved (Kurniawan, 2013).

Functioning from service counseling, the family gives bond integrity in a way that fosters harmonization to be more intact in the guard brotherhood. Good before There is dispute, and after There is dispute. In a law agreement, a contract to sell or buy land must fulfill four conditions, which are legally regulated in Article 1320 of the Civil Code, namely agreement, skill, object, and lawful reasons. If one condition is not fulfilled, the agreement can be canceled or rendered null and void (Rachmadi Usman, 2013). For example, if an expert inherits and sells land without an agreement with other heirs, then the condition of "agreement" is not fulfilled, so the agreement is void under the law. From the side of the law, an agreement to sell or buy land must be made in the form of a deed, authenticated by the Officials, and must be registered at the Land Office. This is confirmed in PP No. 24 of 1997 concerning Land Registration. Without fulfilling the condition, a formal agreement

will not give rise to legal consequences, although, in a civil sense, there is an agreement between the parties (Adjie, 2008).

An agreement between the parties involved makes a formal agreement. No agreement will give birth to consequences under the law in the realm of land, although in a civil way. There is an agreement between the parties (Adjie, 2008). An agreement between the parties involved makes the position of the law more vulnerable, especially if there appear to be differences of interpretation regarding right ownership. Issues become more complex when a dispute arises between the expert on inheritance and the third party, who has bought the land as a legacy. In this context, counseling families can serve as an alternative means of settlement for non-litigation disputes, as it facilitates communication, prevents protracted conflict, and strengthens emotional bonds within the family (Gunarsa, 2004).

Counseling a family is an effort to provide assistance to clients in resolving family problems in a personal and group setting, aiming to build a view and develop positive values that exist within oneself, the counselees, and their environment (Mufrihah, 2014). As for counseling, the family can be integrated into handling legal inheritance issues as a professional expert in law, and counselors can help the community overcome the current problems it faces. Problems become more complex when disputes appear between the expert inheritors and the third party who bought the land. The Supreme Court has established that agreements to sell or buy land, or to inherit land, are often void if made without the agreement of all the interested heirs. For example, in Supreme Court Decision No. 82 K/PDT/2004, the panel of judges stated that a sale or purchase of land inheritance carried out without agreement is null and void because it fails to fulfill the agreement conditions and breaches the provisions regarding the object of inheritance. Likewise, in Supreme Court Decision No. 2525 K/PDT/2018, the court confirms that the PPAT who made a deed to sell land inheritance without the presence all over an expert in inheritance has done actions opposed law, so that the deed No valid invalid and can be made into a base registration land (Supreme Court of the Republic of Indonesia, 2018).

The transfer principle hand case relates to the counselor in the final service of Counseling to an individual. There is no fixed point of meeting, so the counselor must divert more resources, including hands, experts, and experienced personnel (Raminah, 2024). For example, in the case of counseling, a family counselor can collaborate with a legal expert to address the problems clients face. If reviewed from the perspective of theory and law, problems reveal a gap in existence between theory and practice. Legal theory engagement emphasizes the importance of agreement as a basis of legitimacy. Legal theory governs land demand, existence, and administration through deeds, authentications, and land registrations. However, field practice shows that many people still consider an oral or written agreement between experts in inheritance, or between experts, heirs, and buyers, to be sufficient. This is influenced by factors such as cultural background, limitations in understanding the law, and reluctance to bear the administrative costs. As a result, it appears that there is a potential dispute over the prolonged law.

Cases in the Indonesian community environment are still often found in dispute over a legacy that cannot be understood by each party's expert inheritance. Additionally, there remains confusion in the public regarding land status inheritance. Many people think that when somebody passes away, abandoned land in a way automatically becomes owned by expert inheritance, certain people who feel more entitled, even though according to the law, civil land inheritance is based on the principle of equal inheritance among all heirs until the

distribution of legitimate inheritance (Subekti, 2005). Without a distribution official, there are no rightful heirs who are experts and can sell part of the land unilaterally. This is the fact that often causes an agreement to sell to be void under the disabled law.

Urgency study. This is further strengthened by the important role of the notary/PPAT. As officials, in general, PPAT has the authority to make deed sales or buy the land that becomes a base registration right on the land. PPAT is sued for not only operating administrative functions, but also for ensuring that all legal conditions, bonds, and land are fulfilled. However, in several cases, PPAT was found to be negligent or had acted without agreement, resulting in disputes in later years (Adjie, 2008). The party expert specializes in handling case law. This results in a connection with the family that is not harmonious. Thus, it is necessary to conduct a thorough analysis of how legal obligations and legal land each other to ensure a valid agreement for the sale or purchase of land or a legacy. For the sake of awareness between the parties, there is peace and an understanding of the error that occurred. In the event that this counseling family has a positive influence on increasing family harmony.

Study. This becomes important because there is a misalignment between the theoretical laws that emphasize certainty and the practice of social science, which remains loose. Research. This is not only relevant academically to enrich treasury knowledge of law, civil, and land law, but also useful in a practical sense, providing guidelines for the community, notaries/PPAT, and officials to enforce the law in handling cases of land sales and purchases, as well as inheritance. In science, relationships that can be integrated with service counseling for families, the counselor provides help services in a sustainable way to overcome the absence of harmony and connection within the family throughout the day.

Based on the background of this research, our aim is to promote harmonization in the family context, which has experienced problems with disputes, and analyze the validity of agreements related to selling, buying, and inheritance from the perspective of legal bonds and land ownership. In general, research. This wants to study how the condition of legitimate agreement, according to Article 1320 of the Civil Code, is valid in the context of selling or buying land, legacy, and how the provisions of the law on land deeds and land registration influence the validity of selling or buying land inheritance, as well as what implications the law has if the condition of validity is not fulfilled. By studying this, it is hoped that a comprehensive understanding can be gained about how harmonization of law obligations and land law can create certainty in the sale and purchase of land and inheritance.

B. Methods

This study employs a normative juridical research design to examine the legal norms governing the validity of inherited land sale and purchase agreements from the perspectives of contract law and land law. The normative approach positions law as a system of rules and principles analyzed through legislation, legal doctrines, and judicial decisions. This design is appropriate because the study focuses on assessing the conformity between existing legal regulations and their application in resolving disputes related to inherited land transactions.

The research procedure begins with the identification of legal issues concerning the validity of inherited land sale and purchase agreements, particularly those related to the consent of all legal heirs and the fulfillment of formal requirements for transferring land rights. Subsequently, a comprehensive review of relevant laws and regulations is conducted,

including the Civil Code (KUHPerdata), the Basic Agrarian Law (UUPA), and Government Regulation No. 24 of 1997 on Land Registration. Additionally, a conceptual approach is employed to examine legal doctrines and theories related to the validity of agreements in contract law and the principle of formalism in land law. The procedure is further complemented by a case approach, analyzing court decisions related to disputes over inherited land sale and purchase agreements, to understand the practical implementation of the law.

Data are collected through library research using documentation techniques. The legal materials comprise primary legal sources, such as statutory regulations and court decisions, secondary legal materials, including legal textbooks, academic journals, and expert opinions, and tertiary legal materials, including legal dictionaries and encyclopedias. These materials are systematically compiled to obtain a comprehensive understanding of the normative framework and its application in inherited land transactions.

The collected legal materials are analyzed qualitatively by emphasizing logical, systematic, and coherent legal reasoning. The analysis focuses on examining the relationship between the validity of agreements under contract law and the legality of land rights transfer under land law. The results of the analysis are used to address the research problems and to provide a comprehensive explanation of the validity of inherited land sale and purchase agreements from the perspectives of the law of obligations and land law.

C. Results and Discussion

Counseling the Islamic family refers to the condition of the relationship between family members based on the values of Islamic teachings, which creates an atmosphere of peace (sakinah), full love (rahmah), and mutual appreciation (ta'awun). In Islamic family counseling, harmony is not only measured by the absence of conflict, but also by the existence of balance in fulfilling the rights and obligations of husband, wife, and child in accordance with Sharia guidance. A harmonious family reflects healthy communication, openness, mutual respect, shared beliefs, and the resolution of problems through deliberation. Islam emphasizes that family is the first madrasah, so that stability and harmony in the family will greatly affect the development of morals, spirituality, and character. Counseling Islamic families plays a crucial role in helping family members understand their respective roles, manage conflict wisely, and strengthen emotional and spiritual bonds based on the Qur'an and Sunnah. Islamic Counseling is all activities carried out by a person in frame give help to other people who experience it difficulties spiritual in environment his life, so that someone That capable overcome the problem Alone Because arise awareness and surrender self to the power of God, arises in him something light and hope happiness alive, well For time This and in the future come (Saw, Islam, & Lubis, 2024).

Connection family. Of course, no forever walk. Good in accordance with the objective of building a family, but there are a number of other factors that, whether intentionally or not, become inhibitors of harmony in the family (Problem, 2013). One of the conflicts that causes the struggle is the treasure heir. Validity of the Inheritance Land Sale and Purchase Agreement According to the Law of Contracts and Validity, a valid agreement in law, Indonesian civil law is based on the provisions of Article 1320 of the Civil Code (KUHPerdata). This article states that a legitimate agreement is determined by the existence of an agreement between the parties, their competence to make an engagement, a matter

certain, and a lawful cause. Two conditions apply: First, nature is subjective, as it is related to the party that made the agreement. The second condition is of a final and objective nature, concerning the content and objects of the agreement itself (Subekti, 2008).

In context, selling or buying land as an inheritance, legitimacy agreements become more complex because the object of the agreement is land that is still a status boedel inheritance (property), which is governed by experts in inheritance law. This means that the action of law to settle an inheritance can only be taken if all the experts in the inheritance state their agreement. Principle This is in line with Article 833 of the Civil Code, which states that “the expert's inheritance with itself, because the law grants the right to own all goods, rights, and receivables to the heir .” Thus, every expert inheritance since the moment of death, heirs own the treasure legacy jointly, so that all legal actions, such as buying or selling, must be conducted with their agreement in a collective manner (Sudikno, 2009).

The concept of subjective condition encompasses two aspects: existence consensus and competence law, as established by parties who have agreed. In the case of selling or buying land as an inheritance, the agreement stipulates that all experts involved in the inheritance must agree on the transfer of the land. Agreement. This is not only interpreted as formality, but also as substantive law. Without agreement from one of the experts in inheritance, the agreement is considered invalid under the law (Salim, 2010). Competence law is a condition second. Based on Article 1329 of the Civil Code, everyone is considered to speak for the purpose of engagement, except as stated by law. People who don't speak according to law are those who are not adults, are under guardianship, or are prohibited by law. To make an agreement certain. Thus, if one of them is an expert in inheritance but still under the age of majority or does not understand the law, then they must be represented by a guardian or the guardian so that the agreement is valid (Herlien, 2012).

The condition objective consists of the existence of something certain (object agreement clear) and lawful reasons. In selling a buy land inheritance, the object of the agreement must be in the form of a clear land identity, in accordance with the law, including location, area, boundaries, land rights status, and the number certificate (if already registered). This aligns with the principle specialty in law, specifically the existence, clarity, and object engagement of civil lawsuits (Ridwan, 2016). If the object is unclear, then the agreement can provide certainty and can be sued for cancellation. Meanwhile, the condition of lawful reasons refers to Article 1337 of the Civil Code, which states that something is forbidden if it is prohibited by law or contrary to decency or public order. Buying and selling land as an inheritance must have legitimate purposes, namely, transferring the right of ownership from the deceased's heirs to the buyer legally, not for objective contradictory speculation that contradicts the law, for example, to avoid tax obligations or to conceal criminal money laundering (Adjie, 2008).

Not fulfilled condition, subjective and objective in agreement, cause and consequence, different laws. If the conditions are not fulfilled, the agreement can be cancelled (vernietigbaar). This means that the agreement remains legitimate until a party submits an application for cancellation through the court. For example, if a land inheritance is sold without an agreement with an expert, then the expert heirs who disagree can sue in court to cancel the agreement (Mertokusumo, 2009).

On the other hand, if the objective condition is not fulfilled, then the agreement becomes null and void (nichtig). Consequently, the agreement considered 'No Once There is' as original and not a cause for consequence law. An example case is when the object in question

lacks a clear identity, or it is discovered that the land is not included in the boedel inheritance; in such cases, the agreement is considered null and void. This matter is confirmed in Supreme Court Jurisprudence Number 2640 K/PDT/1984, which states that an agreement whose object is a law without clear ownership (Soekanto, 2006). In practice, it often happens that a case involving the sale or purchase of land inheritance is carried out by an expert without agreement with other experts. This is causing a dispute because expert heirs who are not involved feel that their rights are being violated. One example is Decision Supreme Court Number 82 K/PDT/2004, which states that an agreement to sell land or inheritance that is carried out without a valid agreement has no legal strength. Likewise, in Decision Supreme Court Number 2525 K/PDT/2018, the panel of judges confirmed that selling or buying land inheritance without an existing agreement is null and void, because it violates the principle of regulated agreement as stated in Article 1320 of the Civil Code.

Cases demonstrate the importance of exercising caution when entering into agreements to buy or sell land or inherit property. The buyer must ensure that all expert inheritance is present and sign the deed of sale. If not, then the buyer will face the risk of losing the land they bought because the agreement is considered invalid. This also becomes a lesson for notaries and PPAT for not only to inspect the completeness of formal documents, but also to ensure that all experts involved in the agreement. In the normative context, Article 1320 of the Civil Code provides a clear framework for the validity of agreements. However, in practice, society often considers that selling or buying land inheritance is enough done by expert heirs who are considered "oldest" or "most entitled." Understanding this kind of contradiction with the law that applies. This reflects the gap in existence between theory, law, and practice (Ehrlich, 2017).

Furthermore, an agreement to sell land inheritance not only creates a legal connection between expert heirs and buyers, but also affects the certainty of the legal rights to the land. Therefore, integration between legal obligations and land law is crucial. In the context of law agreements, a contract must fulfill the condition of validity, whereas in the context of land law, an agreement is considered new and legitimate after being recorded in a deed authenticated by the Public Notary and registered at the office of land in accordance with the provisions of PP No. 24 of 1997. Thus, the validity of an agreement to sell or buy land as an inheritance must be viewed in an integrative way, not only from the narrow perspective of legal engagement, but also from the broader perspective of land law.

The validity of an agreement to sell or buy land as an inheritance is not only determined by the fulfillment of the conditions of a legitimate agreement, as arranged in Article 1320 of the Civil Code, but also by the provisions of the law on national land. This is because object agreement is land, which, according to Article 4 of Law Number 5 of 1960 concerning the Basic Rules of Procedure for Agrarian Law (UUPA), refers to rights controlled by the state and granted to an individual or a legal entity with a specific rights status. With this, selling or buying land inheritance must fulfill two dimensions of validity: first, it must be valid according to the law of contracts; second, it must be valid according to the law of land, which emphasizes aspects of formalities and land administration (Boedi Harsono, 2008).

One of the primary objectives of law is to ensure certainty in the transfer of rights to land. UUPA regulates that every transition right on land must be done with a deed authentic made by the Official Maker of Land Deeds (PPAT) and registered at the land office. This is confirmed in Article 37, paragraph (1), of Regulation Government Number 24 of 1997 concerning the Land Registry, which states that the transition right to land through sale and

purchase can only be registered if proven with a deed made by PPAT. With this, the agreement sells a land legacy that was created in a manner not of its own strength, and it diverts the rightful ownership of the land to buyers (Santoso, 2010).

Certainty law in land is also achieved through public principle and specialization, namely, registering every transfer right on land so that it can be made known to the public, and clarifying the identity of the land being bought and sold. This is in harmony with the doctrine that rights to land only receive protection under the law if registered in the land administration system (Arie Sukanti, 2013). In practice, notaries and PPATs play a crucial role in ensuring the validity of agreements for the sale and purchase of land and inheritance. Notary functions to inspect the legality of the subject law, namely, experts in inheritance, is it all of it present, speaks the law, and has stated his approval. Additionally, PPAT is responsible for authenticating deeds, facilitating the sale and purchase of land, and handling inheritance as a prerequisite for the formal transfer of land ownership (Adjie, 2008).

The PPAT deed is not only a document of administration, but also a tool to prove authenticity, possessing the strength of conclusive proof, as stipulated in Article 1868 of the Civil Code. If the PPAT deed was made without involving all the expert inheritors, then the deed can be sued for cancellation due to the invalid law. Decision Supreme Court Number 219 PK/ Pdt /2011 confirms that a deed to sell land that is made without the presence of an expert in inheritance is not valid, even though it has been registered at the office of land. This decision demonstrates that the role of PPAT is not only administrative, but also substantive, as it is obligated to ensure the fulfillment of the condition of a legitimate agreement in law engagement before issuing it, thereby ensuring its authenticity.

PP No. 24 of 1997 also outlines the conditions for administrative matters that must be fulfilled in order to sell or buy land legally in accordance with the law. First, there must be proof of ownership of land in the form of a certificate of right on the land in the Name of the heir. If the certificate is not yet on the Name heir, then the reverse process must be carried out, that is, the Name from the heir to the expert through the inheritance mechanism. Second, there is legitimate evidence that all expert inheritance has been agreed upon, which is substantiated by the letter information or a court determination. Third, the PPAT is obliged to take notes of all identity expert heirs involved in the agreement to sell or buy (Santoso, 2010).

If the administrative condition is not fulfilled, the office land will not register transition rights, making the agreement to sell or buy land an inheritance invalid in an administrative sense. Therefore, selling or buying land as an inheritance must be viewed as actions of a legal nature, formalistic, because it is not enough for the agreement of the parties alone; it must also fulfill the administrative land provisions. If the agreement involves the sale or purchase of land and the inheritance is not executed with a PPAT deed or is not registered at the office, then it is considered to be sold or bought under the No Own Strength Law, which diverts the right to ownership of the land. In the doctrine of land law, the sale and purchase of this kind only causes an engagement obligation, namely an obligation to deliver rights, but no cause for a transition right to real land (Boedi Harsono, 2008). In other words, buyers only have the right to demand, but do not have valid ownership rights.

In addition, if a PPAT deed is made without involving all the expert inheritance, then the deed can be stated as cancelled by the court. This is in line with the principle of *nemo plus juris*, which states that nobody can claim more rights than they have. This means that the expert heirs who sell without agreement with other heirs only divest themselves of part

of their rights, while the other expert heirs remain attached to the land in question (Satrio, 1995).

In the Supreme Court Decision Number 375 K/Sip/1983, it was stated that the sale and purchase of land inheritance carried out without agreement, regardless of whether it is an entire or partial inheritance, is not valid and can have legal consequences. Likewise, Decision Supreme Court Number 2525 K/PDT/2018 confirms that a deed to sell land created as a legacy by an expert in inheritance has no legal strength or binding power. Both decisions demonstrate that, according to the law, an agreement over expert inheritance is a condition absolute for the validity of an agreement to sell or buy land inheritance.

Normative analysis reveals that the law enhances provisions for land engagement in matters of validity, agreement, and the sale and purchase of land and inheritance. If the law of engagement emphasizes the agreement of the parties and clarity of the object, then the law of land emphasizes the formality of the PPAT deed and the registration of land. Both of them nurture each other. Thus, the validity of an agreement to sell or buy land as an inheritance must be viewed as both integrative and legitimate according to the law. This is important to ensure certainty, law, and protection for all parties, both the expert inheritor and the party buyer. Without fulfilling the second aspect, selling land inheritance can potentially prolong disputes (Arie Sukanti, 2013). Therefore, the role of PPAT and the office of land becomes crucial in supervising the implementation of land sales and purchases to comply with the law.

Analysis: Comparative Analysis of Contract Law and Land Law. Discussions about validity agreements, the sale and purchase of land, and inheritance become interesting because they involve two regimes with different laws; however, they are related to each other, specifically the law of obligations and land law. In general, legal engagement arranges aspect validity agreements from the side agreements of the parties and substance agreements, whereas land law arranges formal and administrative aspects from the transition right to land. In other words, the law of engagement emphasizes substance agreement, while the law of the land emphasizes formality and the certainty of law on the object land (Harsono, 2008).

Good law engagement and law land. You're welcome. Emphasize the importance of certainty in law. The law of contracts provides certainty to the parties through the fulfillment of the conditions of a legitimate agreement, as outlined in Article 1320 of the Civil Code. Without the agreement of the parties or the skills law, the agreement becomes defective. Likewise, the law requires the existence of a PPAT deed and registration for land to provide certainty regarding the ownership status of transferred land (Santoso, 2010). With this, both regimes share the same goal: to ensure the existence of certainty and protection for interested parties.

In the second regime, the law remains the same, emphasizing clarity and objective agreement. In law, engagement, a clear object (thing), is a condition that must be fulfilled. In law, clarity of object is achieved through the principle of specialty, which involves describing the location, area, boundaries, and status of land in a clear and concise manner in a certificate. This means that both systems of law agree that an objective agreement must be clearly identified to avoid disputes (Ridwan, 2016).

The main difference is located at the point of heavy respective approaches. The law of contract focuses on aspects that are consensual in the agreement. During the parties' agreement and fulfillment of the conditions, the agreement is considered valid and

legitimate. Even in practice, an agreement to sell or buy land as an inheritance can be made in a way that is lower-handed and remains binding on the parties in a civil manner, although it has not yet been recorded in the PPAT deed (Subekti, 2008).

On the contrary, the lawland adheres to principle formalism. Transition right on land. No, it is only sufficient with the existence agreement of the parties, but it must be proven with a deed, authentic PPAT, and registered at the office of land. Without the fulfillment of formalities, this transition is not recognized by law and does not have consequences for the third party. However, although something agreement sells buy land inheritance legitimate according to law agreement, contract, the No legitimate according to law land if No fulfil procedure administrative (Harsono, 2008; Arie Sukanti, 2013).

The difference is about the consequences of the law's agreement. No legal. In law, engagement consequences are differentiated between agreements that can be cancelled (if the condition is subjective and not fulfilled) and those that are null and void by law (if the condition is objective and not fulfilled) (Mertokusumo, 2009). Meanwhile, in the legal realm, the consequences of the law are agreed upon. No legitimate rights can be registered; therefore, the transition right to land is not recognized by the state. This means that the law places more emphasis on administrative aspects rather than the different types of invalidity recognized in law enforcement.

The connection between legal obligations and the nature of law and land is complementary. The law of contracts ensures that an agreement is based on valid law, while the law of the land gives administrative legitimacy to an agreement through registration. Without validity under a law agreement, a contract becomes invalid from the outset. However, without the fulfillment of formal legal requirements, an agreement can still have legal consequences, such as a transfer of land ownership. Therefore, both of them must be filled in simultaneously to realize the certainty law. For example, if you buy land inheritance donis e with an agreement all over an expert heir (legal) according to law, engagement, but no PPAT deed and not registered, then the agreement is the only tie in a way obligatory (binding the parties), but there is no legal consequence law real in the form of the switch right ownership. On the other hand, if a PPAT deed is made but turns out to be one of the expert inheritance 'no give' agreements, then the deed is still disabled and can be canceled.

This matter shows that aspect engagement and aspects land must walk hand in hand. In practice, society often overlooks the formal aspects of law and land. Many for-sale land inheritances are carried out in a straightforward manner, relying on trust between family members or an agreement between parties. This often causes disputes when expert heirs refuse the transaction or when buyers attempt to register the land at the land office but are rejected because they fail to fulfill the administrative conditions (Ehrlich, 2017).

The gap suggests that the theory of law has a binding nature and needs to be harmonized with the law of the land, which is characterized by a formalistic approach. Because if one only depends on the theory of consensus, certainty law will not be achieved. Conversely, if one only relies on formal law, without notice and agreement of the parties, then the substance of justice in expert inheritance can be neglected. To overcome the gap mentioned, it is necessary to harmonize between the law obligations and the law of the land. Notaries and PPAT have a strategic role in doing harmonization. This ensures that the agreement to buy land as an inheritance fulfills the condition of a legitimate agreement under the law, and at the same time, complies with the formalities of the law regarding land. Additionally, the

community needs to be educated about the importance of formal law and land to avoid future legal issues (Adjie, 2008).

From an academic perspective, comparative analysis reveals that the validity of land inheritance must be viewed from two sides. First, legally, engagement with fulfilling the conditions is both subjective and objective. Second, valid according to the law, land with a PPAT deed and registered at the land office. Second aspect. This 'no' can be separated because both contribute to realizing the certainty law, protecting rights, and ensuring justice for all parties involved. Counseling the family's own influence in helping settle a dispute between experts over inheritance. For harmonization in religious matters, the presence of mediators and facilitators is necessary to provide alternative solutions in the face of a problem, in a manner similar to the counseling process involving family members and related parties. Expected activity counseling can have a positive impact and change in the face of a social dispute related to inheritance.

D. Conclusion

Counseling is primarily a family's own role to help the family resolve personal and social problems. Harmonization within the family is one of the basics for increasing harmony among family members. With existing service counseling, family connection disputes, and land and rights inheritance issues can be resolved with wisdom in accordance with Islamic law in Indonesia. The validity of agreements to sell or buy land, or to inherit land, in essence, must be viewed comprehensively in terms of two regimes of law: the law of obligations and the law of land. From the side law agreement, a contract is considered legitimate if it fulfills the subjective condition (agreement of all experts capable of interpreting the law) and the objective conditions (clear and objective conditions, such as clear land, and for a lawful reason). However, the validity of this No Enough is without fulfillment of the formalities of the law and land, which requires the existence of a PPAT deed and registration of land in the land office. An absence agreement expert's inheritance can render the agreement null and void, whereas the absence of a PPAT deed and registration renders the agreement without legal consequences. Thus, the validity agreement to sell or buy land inheritance results in integration between legitimate, binding, and valid land, in order to achieve certainty, law, and protection of rights.

In reality, the community needs to increase awareness of the connection between family and law, so as not to depend solely on internal family agreements, but also to comply with formal procedures and laws. Notaries and PPAT play an important role as a guard to balance between aspect bonds and land to ensure fulfillment of all legal conditions. The government is also expected to strengthen supervision and provide education to ensure that the practice of selling and buying land inheritance adheres to the rules. Meanwhile, research on academic advancement necessitates the use of study effectiveness systems in law and land, while also finding a form of optimal harmonization between consensualism and formalism in law and land.

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