



Application of the Principle of Freedom of Contract in Nominee Agreements Regarding the Prohibition of Land Ownership by Foreign Citizens

Ni Ketut Sucia Dewi Lestari^{1*}, Anak Agung Ayu Intan Puspawati²

Universitas Pendidikan Nasional Denpasar

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*Correspondence: Ni Ketut Sucia Dewi Lestari

Email: suciadewi2902@gmail.com

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Abstract: A nominee agreement is a practice commonly used by foreign nationals to acquire land in Indonesia by using the name of an Indonesian citizen as the formal right holder. This study aims to analyze the legal construction of nominee agreements as a form of legal evasion (*rechtsontduiking*) and their juridical implications for land ownership status. The research employs a normative legal method with statutory and conceptual approaches. The findings indicate that nominee agreements constitute a form of legal circumvention that undermines the prohibition on foreign land ownership under the Basic Agrarian Law (UUPA) through seemingly lawful arrangements that, in essence, violate Articles 21 and 26 of the UUPA. Such agreements fail to meet the objective requirement of a lawful cause as stipulated in the Indonesian Civil Code (KUH Perdata), rendering them null and void from the outset. The juridical implication is that the foreign national loses all rights to the land and cannot claim restitution of invested funds, while both the foreign national and the Indonesian nominee are deemed to have committed an unlawful act under Article 1365 of the Civil Code. Courts are therefore obliged to declare nominee agreements null and void by law, in accordance with Supreme Court Circular Letter (SEMA) No. 10 of 2020.

Keywords: Nominee Agreement; Legal Evasion; Null and Void by Law

Introduction

One form of agreement that has developed in practice is the nominee agreement, which involves foreign nationals (WNA) and Indonesian citizens (WNI) in land ownership transactions (Sabilillah et al., 2025). This agreement typically operates under a scheme in which the foreign national acts as the beneficial owner, while the Indonesian citizen serves as the legal owner whose name appears on the land ownership certificate (Turman et al., 2025). Such a scheme arises from the explicit prohibition against foreign nationals holding freehold land ownership rights (*hak milik*) in Indonesia, as stipulated in Article 21(1) of Law No. 5 of 1960 on the Basic Agrarian Law (UUPA). Foreign nationals seeking to control land in Indonesia often exploit legal loopholes by using Indonesian citizens as formal titleholders. Consequently, the nominee agreement functions as a means to circumvent mandatory agrarian law provisions.

The nominee agreement presents a legal dilemma due to the conflict between the principle of freedom of contract and mandatory legal provisions. Under Article 1338 of the

Indonesian Civil Code (KUHPerdata), parties have the freedom to enter into any agreement, including nominee arrangements, which may appear formally valid since they are based on mutual consent and legal capacity. However, the freedom of contract cannot stand independently without fulfilling the objective validity requirements under Article 1320 of the Civil Code, which demand a lawful cause (*causa*) and a specific object. Article 1335 further stipulates that any agreement lacking a lawful cause or based on an illegal cause has no legal effect (Hetharie, 2019). Since the purpose of a nominee agreement is to allow foreign nationals to control land—an act explicitly prohibited by the UUPA—the agreement's cause is unlawful, rendering it null and void by law.

Freedom of contract within a **nominee agreement** cannot stand independently without considering the **objective requirements for a valid contract** as stipulated in **Article 1320 of the Indonesian Civil Code (KUHPerdata)**. These objective requirements include a specific object and a lawful cause (*causa*). According to **Article 1335 of the Civil Code**, any agreement made without a cause or based on an unlawful cause has no legal effect. The *causa* or purpose of a nominee agreement is to enable a **foreign national (WNA)** to control land in Indonesia—a practice explicitly prohibited under the **Basic Agrarian Law (UUPA)** (Kindangen, 2019). Such intent directly contradicts the ban on land ownership by foreign nationals, thereby raising questions about the validity of agreements formed under the principle of freedom of contract

The prohibition of land ownership by foreign nationals under Articles 21(1) and 26(2) of the UUPA serves as a benchmark for assessing the legality of nominee agreements. Article 26(2) clearly states that any legal act intended to directly or indirectly transfer land ownership rights to a foreigner is void by law, and the land reverts to the state. This prohibition is imperative and non-derogable, as it relates to national sovereignty over agrarian resources (Dharma et al., 2022). Therefore, a nominee agreement established for the purpose of enabling foreign land ownership constitutes a form of legal evasion (*rechtsontduiking*)—an attempt to appear legally compliant while substantively violating the law's intent.

In such agreements, parties construct a seemingly legitimate legal framework in which the Indonesian citizen's name appears on the certificate, but the foreign national retains full control and benefits from the land (Saputra & Sudiro, 2023). This creates legal uncertainty and undermines the state's authority over agrarian resources (Hetharie, 2019). From the standpoint of contract validity, the nominee agreement fails to meet the lawful cause requirement and must therefore be declared null and void *ab initio*. The principle of contractual freedom cannot be invoked to justify an agreement that violates mandatory legal provisions designed to protect national interests.

The persistence of nominee agreements is evidenced by numerous land disputes between foreign nationals and Indonesian citizens. One notable case is District Court of Denpasar Decision No. 1026/Pdt.G/2021/PN Dps, involving Janice Thelma Sullivan (a foreign national) and Katmiati (an Indonesian citizen). Janice financed the purchase of land registered under Katmiati's name using a nominee arrangement established in 2010, prior to the issuance of Supreme Court Circular Letter (SEMA) No. 10 of 2020, which explicitly prohibits nominee agreements. When Katmiati refused to transfer ownership as agreed,

Janice filed suit. The court ruled in favor of Janice, ordering Katmiati to pay material damages of IDR 1,980,804,400 and allowing Janice to transfer the land title, even though the property remained formally under Katmiati's name. This judgment granted legal protection to the foreign national without addressing the fact that the nominee agreement itself constitutes legal evasion of the UUPA's prohibition.

Thus, a deeper analysis is required regarding the application of the freedom of contract principle in the context of legal evasion of land ownership restrictions for foreign nationals. Such an analysis is essential to determine the boundaries of contractual freedom when confronted with mandatory legal provisions and to examine the juridical implications of nominee agreements for land ownership status. SEMA No. 10 of 2020 serves as a guiding principle, directing courts to declare nominee agreements null and void by law to ensure legal certainty and prevent legal evasion in Indonesia's land sector. This study therefore aims to analyze the legal construction of nominee agreements as a form of *rechtsontduiking* and to examine the resulting legal consequences and responsibilities of the parties involved.

Methodology

The research employs a normative legal method, focusing on the analysis and interpretation of written legal norms that serve as socially accepted standards of conduct. Normative legal research, also known as doctrinal research, views law as a set of norms contained within statutory regulations that guide proper behavior in society. This study examines the Denpasar District Court Decision No. 1026/Pdt.G/2021/PN Dps, which raises complex legal issues surrounding nominee agreements in the context of the prohibition on land ownership by foreign nationals under the Basic Agrarian Law (UUPA). The decision presents a fundamental question regarding the consistency of Indonesia's land law enforcement and the use of the freedom of contract principle as a form of legal evasion.

To analyze these legal problems, several approaches are applied. An approach is understood as a way or method to establish understanding of the research issue. The study uses both the Statute Approach and the Conceptual Approach. The Statute Approach involves examining all relevant legislation related to the issue under study, serving as a foundation for evaluating the hierarchy and consistency of legal norms governing nominee agreements and the prohibition of foreign land ownership. Meanwhile, the Conceptual Approach helps in understanding the theoretical construction of *rechtsontduiking* (legal evasion) within the framework of nominee agreements.

Result and Discussion

1. The Legal Construction of Nominee Agreements as a Form of Legal Evasion (*Rechtsontduiking*) of the UUPA Prohibition

Contract law recognizes the principle of freedom of contract as a fundamental doctrine granting parties the liberty to determine the content and form of their agreements based on mutual will (Lie et al., 2023). This principle, enshrined in Article 1338(1) of the Indonesian Civil Code (KUH Perdata), states that all legally made

agreements bind the parties as law. However, this freedom is not absolute and must conform to limitations imposed by public order, morality, and mandatory legal provisions (*dwingend recht*) (Sinaga, 2018). When parties deliberately exploit formal legality to achieve an objective contrary to the law, the act constitutes legal evasion (*rechtsontduiking*).

Legal evasion refers to an effort by legal subjects to circumvent mandatory legal provisions through contractual constructions that appear lawful on the surface (Harahap & Purba, 2025). Unlike direct violations of the law, *rechtsontduiking* maintains a facade of legality while contravening the substance and intent of the legal prohibition. Such agreements technically satisfy the formal elements of a valid contract—consent, capacity, object, and form—but fail to meet the requirement of a lawful cause (*causa*) as required by Article 1320 of the Civil Code, rendering them null and void *ab initio* (Firmansjah, 2024).

In practice, nominee agreements create a dual ownership structure that separates formal ownership (legal ownership) from substantive ownership (beneficial ownership) of land (Faebriyanti & Hidayat, 2024). Under this scheme, an Indonesian citizen's name appears on the land certificate as the formal holder, while a foreign national provides the funds, controls the land, and enjoys its economic benefits. These arrangements are typically established through irrevocable powers of attorney or "borrowed name" contracts, granting full authority to the foreign national. This setup is designed to circumvent the prohibition on foreign land ownership under Article 21(1) and Article 26(2) of the Basic Agrarian Law (UUPA)—a clear case of legal evasion.

Key characteristics identifying nominee agreements as structured forms of *rechtsontduiking* include:

- a. Awareness by both parties that the purpose is to evade the prohibition on foreign land ownership;
- b. The foreign national providing all or most of the funding while transferring formal title to an Indonesian citizen to create a false appearance of legality;
- c. Clauses granting the foreign national full control over the property's use, management, and transfer;
- d. The granting of an irrevocable power of attorney that effectively transfers ownership.

This concept is essentially similar to a legitimate nominee or name-lending agreement, in which a person lends their name for the benefit of another in matters that do not violate the law—such as the purchase of movable goods or business transactions permitted by statute (Clara & Novia, 2024). In contrast, a nominee agreement is created with the specific purpose of circumventing mandatory legal provisions, particularly the prohibition on land ownership by foreign nationals (WNA), and is therefore legally defective from its inception (Hetharie, 2019). A legitimate name-lending agreement does not conflict with public interest or violate imperative legal norms, whereas a nominee agreement is deliberately made with the awareness that its objective contravenes national land law policy. This distinction serves as the key criterion in determining whether an agreement constitutes legal evasion (*rechtsontduiking*) or a lawful contract.

As stated explicitly in Article 21(1) of the Basic Agrarian Law (UUPA), “only Indonesian citizens (WNI) may hold ownership rights,” signifying that the legislature has imposed restrictions on the legal subjects entitled to own land based on the principle of nationality. This provision reflects the principle of nationalism articulated in Article 9 of the UUPA, which affirms that only Indonesian citizens and legal entities designated by the government may have full legal relations with the land, water, and airspace. A systematic interpretation of these provisions demonstrates that the prohibition on land ownership by foreigners is absolute and cannot be avoided through any legal construction, including nominee agreements (Dharma et al., 2022). Thus, any attempt to circumvent Article 21 of the UUPA, by any means—including nominee arrangements—constitutes a violation of the fundamental principles of Indonesia’s national agrarian law.

Fundamentally, nominee agreements also contradict the purpose of the UUPA, as stated in its preamble and general explanation, which is to realize the social function of land and protect national interests in the management of agrarian resources. This contradiction is not merely procedural or administrative but extends to the core and purpose of national agrarian law, which seeks to preserve Indonesia’s sovereignty over its land and natural resources. From an economic perspective, the widespread practice of nominee agreements may result in indirect land control by foreign parties, posing a threat to economic resilience and national sovereignty in the agrarian sector. Therefore, the presence of *rechtsontduiking* affects the validity of an agreement, as it relates directly to the essence of the *causa* or purpose intended by the parties.

An agreement constructed as a means of legal evasion fundamentally arises from bad faith—a deliberate intent to manipulate mandatory legal provisions. Judges examining agreements suspected of containing elements of legal evasion must interpret not only the literal wording of the contract but also the true intent and purpose of the parties involved. From the perspective of the principle of legal certainty, an agreement containing legal evasion creates uncertainty by producing a duality between a formally valid appearance and a substantively unlawful purpose that violates mandatory legal norms.

The legal consequence of such an agreement is absolute nullity (*batal demi hukum*), as it conflicts with binding legal provisions, meaning the agreement is deemed never to have existed and produces no legal effects for the parties (Firmansjah, 2024). The consistent application of the principle of legal certainty requires courts to enforce mandatory legal norms strictly and uniformly, leaving no room for legal evasion—even when disguised within a contract that appears formally legitimate.

2. Juridical Implications of *Rechtsontduiking* in Nominee Agreements on Land Ownership Status

The concept of null and void by law (*batal demi hukum*) in contract law refers to a condition in which a contract is deemed never to have existed from the outset, without the need for a court decision to declare its invalidity (Hia et al., 2024). A contract that is

null and void by law produces no legal consequences for the parties because, from a legal standpoint, it never came into existence and has no binding force. Article 1335 of the Indonesian Civil Code (KUH Perdata) explicitly states that “a contract made without a cause, or based on a false or unlawful cause, has no legal force,” meaning that such a contract loses its legal foundation for execution. The interpretation of this provision indicates that objective invalidity is absolute and can be recognized by anyone without the need for further proof of fault or bad faith by the parties. The fundamental difference between a contract that is null and void and one that is voidable lies in the nature of its invalidity: a contract that is null and void is invalid *ab initio* (from the beginning), while a voidable contract only becomes invalid if the aggrieved party seeks annulment through the court.

Under the concept of unlawful acts as stipulated in Article 1365 of the Civil Code, a foreign national (WNA) who enters into a nominee agreement has committed an act contrary to law, as it deliberately seeks to evade the mandatory prohibition on land ownership under the Basic Agrarian Law (UUPA). This conduct meets the elements of an unlawful act: (1) an act contrary to statutory law, (2) intentional wrongdoing to circumvent the law, and (3) harm to the state’s interest and public order in the land ownership system. Entering into a nominee agreement not only violates the written provisions of the UUPA but also breaches moral norms and the principle of good faith in society, which require compliance with mandatory legal provisions—thereby rendering the agreement null and void by law.

The implication of this classification is that the foreign national loses all rights to the land and may also be held liable for damages resulting from the act of legal evasion. Article 26(2) of the UUPA reinforces this position by stating that any transfer of ownership to a foreign national is void, meaning the WNA forfeits all funds used to purchase the land without any legal mechanism for reclaiming their investment. Meanwhile, the Indonesian citizen (WNI) acting as the nominee remains formally registered as the legal owner of the land under a valid certificate, consistent with Indonesia’s negative publication system in land law. Although this situation may seem unjust to the foreign national, it is a logical legal consequence of violating mandatory legal provisions.

A notable example can be seen in Decision No. 1026/Pdt.G/2021/PN Dps of the Denpasar District Court, which illustrates the necessity of applying the null and void by law concept to nominee agreements. The panel of judges should have examined the validity of the nominee agreement as the legal basis for determining whether an unlawful act existed, rather than immediately granting compensation without addressing the status of the underlying agreement. This misapplication of law had already been

anticipated by the Supreme Court through Circular Letter (SEMA) No. 10 of 2020 concerning the implementation of chamber meeting decisions as guidelines for courts, which specifically regulates cases involving nominee agreements. The civil chamber's provision under point 4 of the SEMA states that "in a nominee arrangement, the legal owner of a plot of land is the person whose name appears on the land certificate, even if the land was purchased using funds or assets belonging to a foreign national or another party." This clearly affirms that formal ownership based on the land certificate prevails over substantive or beneficial ownership.

Despite the clarity provided by SEMA No. 10 of 2020, the reasoning of the judges in Decision No. 1026/Pdt.G/2021/PN Dps reveals a fundamental misunderstanding of the nature and legal consequences of the nullity of a nominee agreement. The error lies in the temporal application of invalidity: the court should have applied the *ex tunc* principle, meaning the invalidity takes effect retroactively from the time the contract was made, rather than *ex nunc*, which applies only prospectively from the issuance of the SEMA (Sunarmi et al., 2023). Articles 1335 and 1337 of the Civil Code already stipulate that a contract with a cause contrary to law has no legal effect, making its nullity automatic without the need for any supplementary regulation such as the SEMA to enforce it. This misapplication of law affects not only the determination of the contract's status but also the improper imposition of legal liability on the involved parties.

Regarding legal liability, it is not limited to the WNA and WNI parties involved in the nominee agreement but also extends to third parties who facilitate the transaction. Article 1365 of the Civil Code provides that "any act contrary to law which causes harm to another obliges the person at fault to compensate for the loss." Hence, both the WNA and WNI in a nominee agreement commit unlawful acts: the WNA by intentionally circumventing mandatory prohibitions for economic gain, and the WNI by lending their name for a purpose that contravenes the UUPA. Consequently, notaries and Land Deed Officials (PPAT) who participate in preparing the sale and purchase deed containing nominee elements may also be held liable.

Notaries and PPATs involved in drafting such deeds can be held accountable if it is proven that they knew or should have known the transaction constituted legal evasion (Astuti, 2020). Law No. 2 of 2014 on the Notary Office obliges notaries to refuse to draft deeds that violate statutory law, morality, or public order. Therefore, a notary who knowingly or negligently prepares a nominee deed may face administrative, civil, or even criminal sanctions. These may include compensation for damages to affected parties and disciplinary measures from the Notary Supervisory Council, such as verbal warnings, written reprimands, temporary suspension, or permanent dismissal from office.

In handling nominee agreement disputes, the court must explicitly declare such agreements null and void *ab initio* under Articles 1320, 1335, and 1337 of the Civil Code, as they fail to meet the objective requirement of a lawful cause (*causa*). Such a declaration is crucial, as the absence of it risks indirectly legitimizing a practice of legal evasion that should instead be eradicated. Judges must also enforce Article 26(2) of the UUPA by declaring that the disputed land reverts to the state as a consequence of the agreement's nullity—though this requires coordination with relevant authorities such as the Ministry of Agrarian Affairs and Spatial Planning. Any claim for compensation by a foreign national must be rejected, as the underlying agreement never existed legally, leaving no grounds for performance or restitution.

Preventive legal protection measures are essential to prevent future nominee agreements by strengthening the legal system and supervision of land transactions. Notaries and PPATs must conduct stricter verification of the parties' identities, the source of land purchase funds, and the transaction's purpose to ensure that no legal evasion is involved in any deed. Additionally, strict law enforcement through consistent application of administrative, civil, and criminal sanctions against parties involved in nominee arrangements is crucial to create a deterrent effect.

Lastly, legal education for the public on the prohibition of land ownership by foreigners and the legal consequences of nominee agreements is vital to increase legal awareness and prevent individuals from becoming instruments of legal evasion. The establishment of technical regulations detailing the implementation of Article 26(2) of the UUPA—particularly the mechanism for land reversion to the state—would enhance legal certainty in addressing both existing and future nominee agreement cases

Conclusion

A nominee agreement constitutes a form of legal evasion (*rechtsontduiking*) deliberately designed to circumvent the prohibition on land ownership by foreign nationals (WNA) as stipulated in the Basic Agrarian Law (UUPA). This is done through a seemingly lawful legal construction that, in substance, violates mandatory legal provisions. The agreement creates a duality of ownership between the legal owner (Indonesian citizen/WNI) and the beneficial owner (foreign national/WNA), which essentially contravenes Articles 21 and 26 of the UUPA and fails to meet the objective requirement of a lawful cause (*causa*) under Articles 1320, 1335, and 1337 of the Indonesian Civil Code (KUH Perdata). The juridical consequence of such a nominee agreement is absolute nullity (*batal demi hukum*). *Rechtsontduiking* in nominee arrangements is not a mere procedural violation but rather a

misuse of the principle of freedom of contract for purposes that contradict the fundamental agrarian law policy aimed at safeguarding national sovereignty over land ownership.

The juridical implications of the nullity of nominee agreements on land ownership status are that foreign nationals lose all rights to the land and cannot claim reimbursement of invested funds pursuant to Article 26(2) of the UUPA, while the Indonesian citizen acting as a nominee remains formally recorded as the land titleholder, despite acquiring such rights unlawfully. Both the foreign national and the Indonesian nominee are deemed to have committed an unlawful act under Article 1365 of the Civil Code, as they intentionally violated the UUPA, thereby harming the state's interests and disturbing public order. Consequently, both parties may be held legally liable. Preventive legal protection—through stricter oversight of notaries and land deed officials (PPAT), integration of land administration systems, consistent enforcement of sanctions, and legal education for the public—is essential to prevent future nominee practices and ensure the consistent application of Indonesia's land law.

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