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Disharmony of Good Faith and Legal Formalism in Land Sale Contracts: Analysis of East Jakarta Court Decision

Manda Berinandus¹, Megawati Barthos²

¹Universitas Borobudur, Jakarta, Indonesia, mandaberinandus@gmail.com

²Universitas Borobudur, Jakarta, Indonesia, megawati_barthos@borobudur.ac.id

Corresponding Author: mandaberinandus@gmail.com¹

Abstract: The principle of good faith serves as a cornerstone of contract law, ensuring that every agreement is established and executed with honesty, fairness, and integrity. However, in the realm of land sale contracts, the rigid application of legal formalism often obscures substantive justice, allowing transactions performed in bad faith to retain formal validity. This study examines the judicial interpretation of good faith in contrast to formal legality through an in-depth analysis of the East Jakarta District Court Decision No. 575/Pdt.G/2023/PN Jkt.Tim. Using a qualitative normative juridical approach that combines statutory interpretation, conceptual reasoning, and case analysis, this research reveals that the buyer's deceptive conduct including the use of unfunded giro checks and simulated contracts reflects an abuse of formal legality and the absence of genuine intent. The court's reasoning reaffirms that good faith functions not merely as a moral virtue but as a corrective legal doctrine that limits the excesses of procedural rigidity. This approach signifies a doctrinal shift from law in books to law in action, emphasizing that legal certainty must coexist with ethical responsibility. Beyond its theoretical contribution, the study underscores the imperative for notaries and land officials to uphold both administrative legality and moral integrity. Accordingly, this research contributes to the reconstruction of Indonesian civil law by positioning good faith as the ethical and corrective foundation for achieving balance between legal certainty and substantive justice.

Keywords: Good Faith, Legal Formalism, Land Sale Contracts, Contract Law, Judicial Decision

INTRODUCTION

The doctrine of good faith occupies a central role in contract law, functioning as an ethical guide and legal boundary that promotes fairness in private agreements. According to Article 1338(3) of the Civil Code (Indonesia), every contract must be performed in good faith embodying honesty, fairness, and reciprocal trust (Amin & Septyanun, 2023; Asmah, 2025). Despite this clear legal mandate, in the arena of land sale and purchase transactions, the ideal of moral integrity frequently collides with procedural formalities. In practice, meeting administrative criteria such as notarized deeds or exhaustively documented files can

legitimize property transfer even in cases where substantive deceit is proven (Mustika & Indiraharti, 2022; Anggriani, 2023; Huala, 2024). Legal formalism, which emphasizes strict observance of procedural rules to secure predictability and legal certainty, remains deeply rooted in Indonesian private law (Benoliel, 2021; Jiménez, 2021). However, this orientation may become vulnerable to misuse: parties acting in bad faith may hide behind procedural compliance to camouflage fraudulent conduct. Although the land sale satisfied the procedural formalities of legality, the lack of bona fide intent prompted the court to invalidate the agreement, reaffirming that moral integrity prevails over mere administrative compliance (Darmawan & Khairunnisa, 2022; Fadilah, 2023). Such decisions expose the persistent tension between substantive justice and procedural certainty, where courts often favor documentary completeness at the expense of moral scrutiny (Harahap & Tobing, 2023; Rohman & Ismail, 2023; Yuliana, 2024).

In academic discourse, various scholars have debated the corrective capacity of good faith against formalism. (Christy, 2021) argues that good faith should permeate every stage of the contract life cycle from negotiation and formation through execution to ensure equity. (Pohan, Pujiwati, and Saleh, 2023) highlight that divergent judicial definitions of good faith generate uncertainty, while (Amin & Septyanun, 2023) lament that honest purchasers are often left unprotected when judges base decisions solely on documents. (Sanjaya, Latumeten & Simatupang, 2022) analyze how the formal veneer of documentation is sometimes used to justify multiple transfers of the same property procedurally clean but ethically hollow (Hasnakusumah, 2025; Masudi & Santoso, 2023 Amin). Empirical studies further reveal that judges frequently sideline moral considerations in favor of strict documentary formalism (Fadilah, 2023; Lestari, 2023; Widjaja, 2024). Viewed comparatively and philosophically, Indonesia's contract system is a hybrid: legal in structure, moral in aspiration (Dewanti, Pujiyono & Muryanto, 2021; Weber, 2021). (Muliarta 2021) and (Azzahra & Rahmawati 2025) insist that notaries and PPATs carry an ethical duty to ensure that legal instruments reflect true intention rather than mere procedural compliance. Yet in judicial practice, moral integrity is often relegated behind bureaucratic form (Fadilah, 2023; Lestari, 2023; Widjaja, 2024). This discrepancy raises a critical question: should good faith remain a supplementary interpretive tool or should it be elevated to a limiting principle capable of nullifying contracts tainted by fraud, even if all formal requirements are met (Putri & Wijayanti, 2023; Hartono, 2024; Kurniawan & Rahmat, 2022; Wahyuni, 2024).

The debate between formalism and anti-formalism persists globally. Proponents like (Benoliel, 2021) and (Klass, 2021) defend formalism's role in maintaining legal stability, while others like (Jiménez, 2021) advocate hybrid adjudication blending procedure with equity. (Nugraheni & Hernawan, 2021) and (Pertiwi & Noor, 2023) propose frameworks for defining good faith metrics. In European jurisprudence, good faith is conceptualized as a bridge between codified rules and societal morality (Weber, 2021). In cross-jurisdictional land contract studies such as those comparing the US, Netherlands, and Indonesia ambiguity in defining buyer good faith emerges as a major barrier to protecting purchasers (Karjoko et al., 2024). The principle's role in pre-contractual obligations and insurance law further demonstrates its wide relevance across contractual domains choice of law contexts. Indonesia's predisposition toward procedural legality has historic roots in colonial era legal doctrine that prioritized legal certainty (Yuliana, 2024; Mahendra, 2023). Institutional separation between administrative and judicial bodies reinforces positivist interpretations: judges act more like verifiers of formal compliance than moral adjudicators (Harahap & Tobing, 2023; Utami & Hidayat, 2024). In consequence, fraudulent acts that satisfy procedural criteria may paradoxically receive legal recognition.

Given this backdrop, this study seeks to explore how the doctrine of good faith can act as a corrective mechanism against the excesses of formalism in Indonesia's land transaction

regime. Employing a normative juridical methodology encompassing statutory, conceptual, and jurisprudential analysis, the research inspects the reasoning in East Jakarta Decision No. 575/Pdt.G/2023/PN Jkt.Tim to assess whether courts genuinely incorporate moral and equitable principles (Hartono, 2024; Wahyuni, 2024). The study is significant because it endeavors to bridge the divide between moral philosophy and procedural law, proposing a reformist vision to unify fairness and legal certainty (Lestari, 2023; Widjaja, 2024). The innovation of this work lies in positioning *itikad baik* not just as an interpretive guide but as a binding doctrinal standard. The hypothesis suggests that when good faith is reframed as a limiting norm, it can restrain procedural abuse, ensuring that legality and morality cohere. This paradigm promises more balanced judicial reasoning, stronger protection for genuine parties, and a more coherent doctrinal foundation.

METHOD

1. Research Design and Data Scope

This research adopts a qualitative normative legal design, emphasizing doctrinal interpretation rather than empirical measurement. It seeks to understand how the principle of good faith interacts with legal formalism in Indonesian land sale contracts, particularly in judicial reasoning. The study focuses on analyzing legal texts, court decisions, and doctrinal literature to reveal how procedural legality can sometimes obscure moral integrity within contractual relationships. The scope of the research centers on the tension between moral obligations and administrative compliance a phenomenon exemplified by the East Jakarta District Court Decision No. 575/Pdt.G/2023/PN Jkt.Tim. This case was selected purposively because it demonstrates how formal legal adherence, such as complete documentation and notarial certification, can coexist with bad-faith conduct, leading to substantive injustice.

To support this case-based focus, the research draws upon three main categories of data:

- a. Primary legal materials: the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*), the Agrarian Law No. 5 of 1960, and other regulations governing property transfer, contract formation, and notarial procedure.
- b. Secondary materials: academic works and journal articles, especially those indexed in SINTA 2–3 or Scopus, addressing the concepts of good faith, procedural justice, and moral reasoning in law.
- c. Tertiary materials: supplementary references such as dictionaries, official legal documentation websites (JDIH, Garuda), and doctrinal commentaries that provide contextual understanding of key legal concepts.

This design allows for in-depth exploration of a single judicial case as a reflective mirror of broader systemic issues within Indonesian private law. The approach thus combines textual analysis, interpretative reasoning, and comparative references to illustrate how the doctrine of good faith could serve as a corrective measure against excessive formalism.

2. Analytical Framework and Method of Interpretation

The study employs a doctrinal-analytical framework that integrates three interpretive layers: statutory interpretation, conceptual reasoning, and case-based analysis. This framework aligns with the study's purpose to analyze disharmony between the moral essence of good faith and the rigidity of legal formalism in land sale contracts.

- a. Statutory Interpretation. The statutory analysis examines the explicit content of Article 1338(3) of the Indonesian Civil Code, which requires contracts to be executed in good faith. It explores how this principle is understood within the system of private law, particularly in the context of administrative requirements for property transfer. The analysis also evaluates how current regulations unintentionally prioritize documentation over moral assessment, thereby enabling formalistic misuse.

- b. **Conceptual Reasoning.** At the conceptual level, the research draws on theoretical perspectives from both civil law and comparative jurisprudence. Scholars such as (Benoliel, 2021) and (Klass, 2024) defend formalism as essential to legal certainty, while (Jiménez, 2021) and (Weber, 2021) advocate integrating moral reasoning within adjudication. Within Indonesia, scholars like (Hartono, 2024), (Wahyuni, 2024), and (Mahendra, 2021) argue for redefining *itikad baik* as a binding legal norm capable of restraining procedural abuse. This conceptual foundation situates the study within a broader theoretical discourse on how moral and legal frameworks can coexist in a rule-based legal system.
- c. **Case-Based Analysis.** The East Jakarta District Court Decision No. 575/Pdt.G/2023/PN Jkt.Tim serves as the principal object of analysis. In this case, despite the buyer's proven fraudulent conduct including simulated transactions and fictitious payments the administrative completeness of the sale initially gave an illusion of legality. The judicial review later revealed that such formal compliance could not negate the absence of good faith, prompting the court to nullify the contract.

This decision provides a clear illustration of judicial correction through moral evaluation. By contrasting procedural legality with ethical substance, the study dissects how Indonesian courts navigate the thin boundary between law in books and law in action. The analysis also compares this reasoning with selected decisions from other jurisdictions such as those in the Netherlands and the United States to reveal universal challenges in balancing fairness and certainty. Together, these interpretive components create a triangular analytical model where statutory norms form the structural base, conceptual doctrines provide the philosophical lens, and case interpretation supplies the empirical anchor. Through this structure, the research traces the doctrinal evolution of good faith as a moderating principle within the Indonesian legal system.

3. Methodological Approach and Theoretical Positioning

As a normative-qualitative study, this research does not aim to test hypotheses or measure variables but to interpret and critique the coherence of legal norms and judicial reasoning. The methodological stance is hermeneutic and analytical, emphasizing understanding over measurement. The central theoretical question it addresses is: Can the principle of good faith function as a corrective doctrine that limits the overreach of legal formalism in Indonesian contract law?

The research approach unfolds through the following stages:

- a. Doctrinal analysis of laws, regulations, and judicial reasoning to identify conceptual inconsistencies.
- b. Interpretative synthesis, integrating moral philosophy and legal reasoning to examine the normative function of good faith.
- c. Critical evaluation, determining whether the judicial reasoning in the East Jakarta decision represents a shift from procedural dominance toward moral equilibrium.

This interpretative process follows a deductive-inductive logic: beginning with universal theories of good faith and formalism, analyzing Indonesian legal practice, and then deriving conceptual propositions for reform. The study's findings are therefore normative contributions, not empirical generalizations. The theoretical positioning of this research aligns with the anti-formalist reform movement within Indonesian jurisprudence, which seeks to harmonize procedural legality with substantive justice. By reinterpreting good faith as a binding corrective doctrine, the study argues that moral considerations should not merely supplement legal rules but actively shape their application. In doing so, the methodology reinforces the broader philosophical premise that law cannot exist independently of morality. The East Jakarta case thus becomes a paradigmatic example of how judicial interpretation

can restore ethical balance within a system constrained by administrative rigidity. The analysis further demonstrates that when good faith is substantively applied, it transforms contract law from a purely procedural mechanism into a moral enterprise grounded in justice and fairness.

RESULT AND DISCUSSION

1. Overview of the Case and Research Context

The analysis of East Jakarta District Court Decision No. 575/Pdt.G/2023/PN Jkt.Tim reveals a deep-rooted doctrinal tension within Indonesian civil law: the enduring disharmony between the principle of good faith and legal formalism. This case illustrates how the rigid prioritization of procedural legality can result in the validation of morally defective transactions. The dispute centers on a land sale and purchase agreement in which the buyer issued unfunded giro checks and fabricated payment receipts to simulate full payment for the land. Although these fraudulent acts were later proven in court, the transaction was nonetheless declared valid, as it complied with formal administrative requirements namely, the existence of a notarial deed and official registration at the National Land Agency (BPN). This judicial reasoning highlights a structural weakness in Indonesia's private law system, where form often triumphs over fairness. The decision represents what may be termed lawful injustice: a situation in which legality and morality diverge, and the pursuit of justice is reduced to administrative precision. Such outcomes raise critical jurisprudential concerns about the actual function of good faith as a corrective mechanism within Indonesian contract law.

2. Analytical Description: The Tension Between Morality and Legality

From a doctrinal standpoint, the East Jakarta decision reflects the persistent dominance of legal positivism an interpretive stance that upholds procedural conformity as the primary criterion of validity. The judiciary's heavy reliance on documentary completeness, rather than the moral integrity of the parties' conduct, reveals a systemic reluctance to operationalize good faith as a legally binding standard. Under Article 1338(3) of the Indonesian Civil Code (KUHPerdata), every agreement must be executed in good faith. This provision should not merely function as a moral guideline but as a binding norm that constrains fraudulent behavior and ensures substantive fairness. Yet in practice, Indonesian courts often treat good faith as a symbolic virtue rather than a determinant of validity. This conceptual marginalization transforms a central doctrine of contract law into an empty moral expression. To better illustrate this doctrinal imbalance, the following analytical table synthesizes the factual circumstances, judicial reasoning, and theoretical implications drawn from the East Jakarta court's decision.

Table 1. Analytical Framework: Disharmony Between Good Faith and Legal Formalism in Decision No. 575/Pdt.G/2023/PN Jkt.Tim

Analytical Dimension	Findings from the East Jakarta Court Case	Interpretation Based on Legal Theory	Implications for Indonesian Contract Law
1. Factual Circumstance	Buyer used unfunded giro checks and falsified receipts; seller deceived but ownership transferred via PPAT deed and BPN registration.	Indicates mala fide intent and defective consent (wilsgebrek).	Contract should be void ab initio; procedural compliance cannot cure moral defect.
2. Judicial Reasoning	The court acknowledged that a land sale transaction formally existed between the parties; however, the payment was fictitious and the agreement was made without good faith. Because of the absence of bona fide intent, the court declared all related deeds, receipts, and agreements null and void.	This judicial reasoning reflects a substantive approach, emphasizing that the validity of a contract cannot rest solely on administrative completeness but must also embody moral integrity and genuine intention. It represents the court's departure from rigid legal formalism and illustrates the corrective function of good faith in restoring fairness.	Strengthens the doctrinal position of good faith as a binding and corrective legal principle rather than a mere moral supplement, ensuring that legality is aligned with honesty, fairness, and substantive justice within Indonesia's contract law system.
3. Application of Good Faith	Treated only as a moral virtue during performance, not as a condition at formation.	Contradicts holistic good faith across pre-, mid-, and post-contract stages.	Weakens protection symmetry; legitimizes formal deceit.
4. Role of Notary/PPAT	Functioned merely as certifier of documents, not verifier of substantive payment.	Administrative reduction of ethical responsibility.	PPAT's duty should extend to substantive verification.
5. Moral-Legal Dichotomy	Court detached moral wrongdoing from legal validity.	Reveals separation of legality from morality.	Necessitates interpretive reform to reunify ethics and law.

Analytical Dimension	Findings from the East Jakarta Court Case	Interpretation Based on Legal Theory	Implications for Indonesian Contract Law
6. Impact on Justice	Seller lost property without actual payment; transaction upheld as valid.	Lawful injustice: legality devoid of fairness.	Calls for judicial discretion to restore substantive equity.
7. Comparative Perspective	In contrast to Indonesia, civil law systems such as Germany and the Netherlands recognize good faith (<i>Treu und Glauben</i>) as a legally enforceable principle that governs both the formation and performance of contracts.	This comparison highlights Indonesia's doctrinal gap, where good faith often remains a moral ideal rather than a binding norm. It underscores the need to adopt a similar approach to that of continental Europe, integrating ethical and legal dimensions within judicial reasoning.	Encourages harmonization of Indonesian contract law with European civil law traditions by positioning good faith as a binding and operative doctrine, ensuring that procedural legality is always guided by moral and equitable principles.
8. Policy Implication	No verification mechanism to detect false payments or simulated contracts.	Illustrates institutional deficiency.	Recommends dual verification combining formal registration with payment validation.

The findings demonstrate that due to the absence of good faith, the East Jakarta District Court annulled the agreements and declared all related deeds legally void. This decision reflects the court's commitment to applying good faith as a corrective doctrine, ensuring that formal legality does not justify fraudulent or simulated transactions.

3. Theoretical Analysis: Good Faith as a Corrective Doctrine

In contract law, the principle of good faith serves two complementary functions:

- (1) Supplementary to fill contractual gaps by invoking fairness and reasonableness; and
- (2) Restrictive to prevent the abuse of formal rights and to limit unjust enrichment. The East Jakarta judgment exemplified the corrective function of the good faith doctrine. By invalidating deceitful conduct disguised as formal compliance, the court affirmed that moral integrity is a prerequisite for legal validity. Through this reasoning, the court operationalized good faith as a binding corrective principle, demonstrating that fraudulent intent nullifies a contract regardless of procedural completeness. This approach reflects a balanced integration of legality and morality, aligning with the anti-formalist view that justice must prevail over mere predictability. As Benoliel (2021) and Klass (2024) observe, excessive formalism may ensure order but often undermines justice a tendency that this decision successfully countered.

The contrast between statutory intention and judicial practice exposes the persistent gap between law in books and law in action. While the Civil Code enshrines good faith as a universal obligation for all contracts, court practice often treats it as an optional ethical ideal.

In this case, law in books dictates that every contract “must be executed in good faith,” establishing a mandatory standard. Yet law in action, as demonstrated in the East Jakarta ruling, subordinates this principle to procedural regularity. Judges confined their analysis to formal documentation and procedural compliance, disregarding the moral context of the transaction. This divergence exemplifies what Weber (2021) described as the dehumanization of law: a condition in which rational-legal systems prioritize rule-application over moral evaluation. When legality becomes mechanistic, justice turns hollow. Such “administrative legality” produces outcomes that are formally correct but ethically untenable. Moreover, this phenomenon weakens the legitimacy of the legal system itself. When the public perceives that deceit can be legitimized through procedural completeness, confidence in judicial integrity erodes. Law ceases to function as an instrument of justice and instead becomes a bureaucratic process devoid of moral content.

Achieving harmony between legal certainty and moral fairness requires a reconstruction of judicial reasoning. Judges must move beyond textual literalism and embrace interpretive pluralism that integrates grammar, system, and purpose. The interpretive triad comprises: Reasserting the mandatory language of Article 1338(3) “must be performed in good faith” as a binding legal command, not a discretionary moral suggestion.

Any deviation from honesty and fairness should therefore be deemed a breach of statutory obligation, not merely a moral fault, situating good faith within the broader legal framework of equality, fairness, and social justice. The doctrine complements *pacta sunt servanda* and balances contractual freedom with the duty of fairness toward the other party and understanding the *telos* of law as achieving substantive justice. Good faith thus operates as a tool to align legal enforcement with societal morality. Through these interpretive methods, judges can transform good faith from a passive moral concept into an active doctrinal engine that animates fairness in contractual relations. Institutional reform must accompany this interpretive shift. Notaries and PPATs (land deed officials) must transcend their administrative roles as document certifiers and act as ethical gatekeepers of transactional integrity.

A dual-verification mechanism administrative and substantive should be introduced to validate both procedural compliance and the authenticity of payment or consent. This structural safeguard would prevent fraudulent transfers disguised by formal documentation. Legal education also requires reform. Law schools must cultivate ethical reasoning alongside doctrinal knowledge, training future judges and practitioners to interpret law through both logic and conscience. A jurist grounded in both will perceive good faith not as moral courtesy but as professional responsibility.

4. Analysis Results of the East Jakarta District Court Decision Number 575/Pdt.G/2023/PN Jkt.Tim

This study examines the East Jakarta District Court Decision No. 575/Pdt.G/2023/PN Jkt.Tim, which illustrates a profound doctrinal tension within Indonesian contract law: the clash between good faith and legal formalism in the context of land sale agreements. The case reveals how procedural correctness can sometimes overshadow moral integrity, leading to what may be called a “lawful injustice.” The dispute centers on the sale and purchase of a property known as The Radiant Hotel Tuban in Bali, valued at Rp48 billion, situated on land registered under Certificate of Ownership (SHM) No. 1554/Tuban in the name of Nanik Yurniati Taufik. The buyer, Muhamad Idris, had only paid Rp5 billion, yet, through a complex web of notarized documents including a Sale and Purchase Agreement (AJB), Powers of Attorney, and Statements of Payment succeeded in transferring ownership of the land into his name. This case demonstrates how formal legal mechanisms, when applied

rigidly and devoid of ethical evaluation, can be exploited to legitimize fraudulent acts. It raises a fundamental question: should legality without morality suffice to constitute justice

Table 2. Analytical Mapping: The Disharmony of Good Faith and Legal Formalism in Land Sale Contracts (Case Study of PN Jakarta Timur No. 575/Pdt.G/2023/PN Jkt.Tim)

Legal Dimension	Judicial Findings	Scholarly Interpretation	Relevance to Good Faith Principle
Type of Case	Civil dispute concerning tortious act related to land sale and ownership transfer.	Demonstrates conflict between procedural legality and substantive morality.	Good faith becomes a test of contractual sincerity.
Object of Dispute	The Radiant Hotel Tuban land of 5,000 m ² under SHM No. 1554/Tuban, initially owned by the Plaintiff.	High economic value increased risk of abuse through legal instruments.	The court assessed deviation from the ethical foundation of contracting.
Chain of Deeds	Deeds include: Sale and Purchase Agreement, Power of Attorney to Sell, Deed of Revocation, Statement and Power Deed, and Sale and Purchase Deed No. 104/2019.	The complexity of documents became a legal façade concealing deceit.	Reveals how formal compliance can mask substantive fraud.
Payment Mechanism	Of Rp48 billion agreed price, only Rp5 billion was paid; payment receipts of Rp15.5 billion and bank drafts of Rp43 billion were falsified.	Payment non-compliance exposes <i>mala fide</i> intent.	The ruling affirms that formal validity cannot outweigh genuine intention.
Defendant's Scheme	Defendant induced Plaintiff to sign "revocation" and "statement" deeds falsely confirming full payment, enabling loan applications using the land as collateral.	Classic form of simulated contract (<i>akta pura-pura</i>).	Good faith operates as a corrective doctrine against simulation and deceit.
Role of Notary and PPAT	Both officials involved as co-defendants due to their role in producing the documents.	Reflects weak procedural oversight and ethical responsibility of public officials.	Professional prudence forms part of institutional good faith.
Judicial Considerations	Court relied on Articles 1320, 1321, 1337, and 1365 of the Civil Code; found that the deeds were legally defective and unenforceable.	Judicial reasoning aligns with substantive justice rather than mere formality.	The court applied good faith as a legal not merely moral standard.

Legal Dimension	Judicial Findings	Scholarly Interpretation	Relevance to Good Faith Principle
Final Judgment	The Plaintiff's claim was partially granted; the Defendant was found guilty of unlawful conduct, and all contested deeds were nullified.	Illustrates judicial recognition of moral integrity as a condition of legality.	Good faith affirmed as an operative principle restoring fairness.

Based on the court proceedings and juridical analysis, it is evident that the essence of the dispute does not lie in the formal validity of the deeds but in the parties' intentions and moral integrity in forming and executing the contract. Doctrinally, this positions the principle of good faith as a corrective doctrine against the rigidity of legal formalism. The issue of legality, therefore, extends beyond document authenticity toward the sincerity and honesty that underpin contractual relationships. The judges employed a combination of systematic and teleological interpretation to uncover the substantive reality behind the formally valid documents. Through this interpretive approach, they determined that the deeds though procedurally lawful were in fact instruments of fraud. Referring to Article 1321 of the Indonesian Civil Code, the court concluded that an agreement founded on deceit cannot possess legitimate legal force. Consequently, any contract formed without genuine good faith is void by operation of law. This judicial approach signifies a paradigm shift in Indonesian civil law toward what may be termed substantive formalism.

Under this perspective, legal certainty and procedural compliance remain essential, but they must always be evaluated through the moral and social purpose of law. Good faith thus functions as an ethical bridge between positive law and the values of justice, ensuring that legality does not become detached from humanity. From a practical standpoint, the decision carries significant implications for public officials, particularly notaries and land deed officials (PPATs). It reinforces their professional duty not only to guarantee administrative legality but also to assess the authenticity of the parties' intentions and the moral substance of their agreements. In line with the concept of law in action, legal enforcement must extend beyond the formalities of documentation to reflect honesty, fairness, and the spirit of justice in practice.

From an academic perspective, this ruling enriches Indonesian private law scholarship in several ways. First, it strengthens the principle of good faith as a corrective mechanism to counterbalance the rigidity of procedural legality. Second, it demonstrates that law enforcement must not be confined to procedural legality, emphasizing that justice requires moral discernment. Third, it opens the path for reformulating contract law, aiming to achieve equilibrium between legal certainty and substantive justice. Thus, this decision transcends the resolution of an individual dispute. It contributes to the reconstruction of Indonesia's legal doctrine, where good faith emerges as both a determinant of contractual validity and a moral standard for all legal conduct. In doing so, it redefines the role of law not merely as a set of binding rules but as a moral institution committed to fairness, integrity, and the restoration of social justice.

CONCLUSION

This research confirms that the core issue in land sale and purchase contracts lies not solely in the formal validity of the deed, but rather in good faith, the moral foundation that determines the validity of an agreement. The East Jakarta District Court Decision Number 575/Pdt.G/2023/PN Jkt.Tim demonstrates how legal formalism can be corrected through the

principle of good faith when legal procedures are used as a means of fraud. The judge's judicial approach demonstrates a significant shift from law-in-the-books to law-in-action, where law enforcement does not stop at administrative aspects but penetrates into the substance of justice and morality. The judge interprets the law not merely textually, but teleologically and systematically, thus uncovering abuses of law that appear formally valid but are actually morally flawed.

Doctrinely, this decision reinforces good faith as a corrective doctrine against legal rigidity. This principle serves as an ethical bridge between legal certainty and substantive justice, ensuring that law functions not only as a normative instrument but also as a means of maintaining social integrity. Furthermore, from a practical perspective, this ruling expands the responsibilities of notaries and Land Deed Officials (PPATs) beyond administrative aspects to ensure the integrity of the parties' intentions in a contract. This also emphasizes that equitable law enforcement requires a balance between legal certainty and moral justice. Therefore, this study concludes that reforming Indonesian civil law requires a reorientation toward legal substantialism, where the law assesses not only what is written on paper but also the intention and honesty behind every legal action. In this context, good faith becomes a moral standard, a corrective basis, and a direction for national legal reform oriented toward justice and humanity.

REFERENCES

- Amin, M. N., & Septyanun, N. (2023). Perlindungan hukum terhadap pembeli beritikad baik pada jual beli hak atas tanah. *Collegium Studiosum Journal*, 6(2), 479–491. Retrieved from <https://collegiumstudiosumjournal.com>
- Anggriani, R. (2023). Itikad baik pembeli tanah sebagai jaminan perlindungan hukum terhadap wanprestasi penjual. *Arena Hukum*, 16(3), 631–650. <https://arenahukum.ub.ac.id>
- Asmah, A. (2025). Tinjauan terhadap perlindungan hukum pembeli beritikad baik dalam sengketa kepemilikan hak atas tanah. *Yustitiabelen*, 11(2), 85–100. <https://doi.org/10.36563/yustitiabelen.v11i2.1722>
- Azzahra, C. A., & Rahmawati, I. B. (2025). Prinsip itikad baik dalam perjanjian franchise: Analisis terhadap hak dan kewajiban para pihak. *Jurnal Ilmu Multidisiplin (JIM)*, 4(1), 1–8. <https://doi.org/10.38035/jim.v4i1.822>
- Benoliel, U. (2021). Formalism versus anti-formalism in contract law. *Law and Contemporary Problems*, 84(3), 195–230. <https://doi.org/10.2139/ssrn.3784626>
- Christy, M. A. (2021). Penyelesaian perkara perjanjian pengikatan jual beli tanah yang mengandung unsur itikad tidak baik. *Dunia Hukum*, 7(1), 1–21. <https://ejournal.unida.gontor.ac.id>
- Darmawan, R., & Khairunnisa, F. (2022). Judicial interpretation of good faith in Indonesian contract law. *Indonesian Journal of Legal Studies*, 9(2), 115–132. <https://doi.org/10.21043/ijls.v9i2.15443>
- Dewanti, R. F., Pujiyono, & Muryanto, Y. T. (2021). The application of good faith principle of pre-contract in common law and civil law country. *Research, Society and Development*, 10(16). <https://doi.org/10.33448/rsd-v10i16.23621>
- Fadilah, N. (2023). The paradox of procedural legality in land transactions. *Jurnal Hukum dan Pembangunan*, 53(4), 421–439. <https://doi.org/10.21143/jhp.vol53.no4.3891>
- Harahap, A., & Tobing, H. (2023). Positivism and moral reasoning in Indonesian judiciary. *Jurnal Yuridika*, 38(2), 201–225. <https://doi.org/10.20473/ydk.v38i2.45691>
- Hartono, M. (2024). Reconceptualizing good faith to prevent contractual abuse. *Asian Journal of Legal Philosophy*, 7(1), 33–50. <https://doi.org/10.5281/zenodo.10874562>

- Hasnakusumah, R. T. (2025). Tinjauan asas itikad baik dan perlindungan debitur terhadap penolakan pembayaran oleh kreditur dalam permohonan pailit. *Causa: Jurnal Hukum dan Kewarganegaraan*, 14(1), 171–180. <https://doi.org/10.6679/040h5y97>
- Huala, A. (2024). Prinsip itikad baik (good faith) dalam hukum kontrak. *BANI Arbitration and Law Journal (BALJ)*, 1(1), 1–15. <https://doi.org/10.63400/balj.v1i1.3>
- Jiménez, F. (2021). A formalist theory of contract law adjudication. *University of Utah Law Review*, 2021(2), 411–456. <https://dc.law.utah.edu/ulr>
- Karjoko, L., Iswantoro, & Ramazanov, M. (2024). ‘Good Faith’ in Land Transaction: A Comparative Analysis of the USA, Netherlands and Indonesia. *Journal of Sustainable Development & Regulatory Issues*, 2(3). <https://doi.org/10.53955/jsderi.v2i3.49>
- Klass, G. (2024). Two forms of formalism in contract law. *Cardozo Law Review*, 45(1), 101–148. <https://cardozolawreview.com>
- Kurniawan, D., & Rahmat, M. (2022). Harmonization of administrative and moral legality in property law. *RechtsVinding Journal*, 11(3), 211–228. <https://rechtsvinding.bphn.go.id>
- Lestari, E. (2023). The role of substantive justice in Indonesian civil adjudication. *Jurnal Hukum Prioris*, 9(4), 298–315. <https://doi.org/10.22212/prioris.v9i4.4732>
- Mahendra, T. (2023). The moral dimension of contractual justice in Indonesia. *Jurnal Ilmu Hukum Forum Justitia*, 5(2), 155–172. <https://forumjustitia.id>
- Masudi, M., & Santoso, B. (2023). Penerapan asas itikad baik dalam pembuatan perjanjian waralaba sebagai dasar pembuatan kontrak. *Syntax Literate*, 8(10), 1–18. <https://doi.org/10.36418/syntax-literate.v8i10.13698>
- Muliarta, I. G. N. (2021). The meaning of good faith philosophy in sale and purchase agreement of land rights drawn up before a notary. *Proceedings of ICBLT 2021, Atlantis Press*. <https://doi.org/10.2991/assehr.k.211203.033>
- Mustika, D., & Indiraharti, N. S. (2022). Kajian keabsahan jual beli tanah menurut peraturan perundang-undangan. *Reformasi Hukum Trisakti*, 4(4), 819–830. <https://doi.org/10.25105/refor.v4i4.14105>
- Ni’am, M. W., Jakfar, M. A. R., & Nugroho, L. D. (2024). Strategi perancangan kontrak yang baik sebagai instrumen pencegahan sengketa. *Jurnal Media Akademik*, 3(6). <https://doi.org/10.62281/v3i6.1991>
- Nugraheni, M. C., & Hernawan, A. (2024). Good faith principle in Indonesian contract law: How to set the definition and its benchmarks. *Journal of Infrastructure, Policy and Development*, 8(10), 7358. <https://doi.org/10.24294/jipd.v8i10.7358>
- Nugraha, A. M., Fadil, F. D., Khumairoh, T., & Permana, D. Y. (2024). Implementation of good faith principles in trade contracts in Indonesia. *Journal of Social Research*, 3(9). <https://doi.org/10.55324/josr.v3i9.2201>
- Pertiwi, A., & Noor, A. (2023). Comparative analysis of good faith principles in ASEAN contract law. *Asian Comparative Law Journal*, 6(2), 201–219. <https://doi.org/10.23917/aclj.v6i2.8901>
- Pohan, R. H. A., Pujiwati, Y., & Saleh, K. A. (2023). Analisis putusan PN Surabaya No. 746/Pdt.G/2021 tentang pelanggaran asas itikad baik. *Comserva Journal*, 2(9), 1661–1676. <https://comserva-journal.com>
- Putri, S. D., & Wijayanti, E. (2023). Redefining good faith as a limiting principle in contract law. *Notarius et Societas*, 12(2), 150–167. <https://doi.org/10.47177/nes.v12i2.3479>
- Rohman, A., & Ismail, S. (2023). Legal certainty versus fairness in Indonesian land registration. *Lex Renaissance*, 8(1), 89–107. <https://doi.org/10.20885/lexren.v8i1.6341>

- Sanjaya, S., Latumeten, P. E., & Simatupang, D. P. N. (2022). Keabsahan perjanjian pengikatan jual beli dengan objek yang sama. *Indonesian Notary Journal*, 3(4), 77–96. <https://notaryjournal.id>
- Sujatmiko, I. (2023). Itikad tidak baik dalam pendaftaran dan model penegakan hukum. *Iustum: Jurnal Hukum*, 30(2), 203–220. <https://journal.uui.ac.id/IUSTUM>
- Tri Ambarini, S., & Rachman Hakim, A. (2025). Penyelesaian sengketa pada perjanjian tidak tertulis dalam hubungan kerjasama dagang ditinjau dari perspektif hukum perdata. *Jurnal Hukum Lex Generalis*, 6(4), 455–470. <https://doi.org/10.56370/jhlhg.v6i4.781>
- Troop, P. (2018). Why legal formalism is not a stupid thing. *Ratio Juris*, 31(4), 425–442. <https://doi.org/10.1111/raju.12225>
- Utami, R. D., & Hidayat, A. (2024). Parameterisasi asas itikad baik dalam hukum perjanjian di Indonesia. *Jurnal Yuridika*, 39(1), 87–105. <https://doi.org/10.20473/ydk.v39i1.51124>
- Wahyuni, S. (2024). Strengthening the doctrine of good faith in contract law reform. *Indonesian Legal Studies Review*, 12(2), 187–205. <https://doi.org/10.52316/ilsr.v12i2.5439>
- Weber, H. (2021). Good faith as a bridge between morality and legality in civil law systems. *European Review of Private Law*, 29(3), 331–352. <https://doi.org/10.54648/erpl2021032>
- Widjaja, R. (2024). Judicial trends in enforcing good faith in land disputes. *Law and Policy Journal of Indonesia*, 10(1), 75–94. <https://lpji.or.id>
- Yuliana, R. (2024). Colonial roots of formalism in Indonesian private law. *Indonesia Law Review*, 14(1), 55–78. <https://doi.org/10.15742/ilrev.v14n1.1045>