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Legal Protection for Auction Buyers Against the Transfer of Auctioned Objects to Third Parties (Study of Supreme Court Decision Number 866 K/Pdt/2020)

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Abstract

Mortgage-right execution auctions provide creditors with a legal mechanism to recover secured debts through the public sale of collateral while creating enforceable rights for successful bidders. This study analyzes the legal protection available to a lawful and good-faith auction buyer when the former owner subsequently transfers the auctioned object to third parties, and examines the validity and legal consequences of those transactions in Supreme Court Decision Number 866 K/Pdt/2020. The research employs a normative legal design using statutory and case approaches, with qualitative analysis of primary, secondary, and tertiary legal materials. The findings show that auction buyers receive preventive protection through regulated auction procedures, verification of legal documents, institutional responsibility for the auction object, and issuance of the Minutes of Auction as evidence of acquisition. Repressive protection is provided through judicial mechanisms that recognize the buyer's prior rights, invalidate subsequent transfers lacking authority, correct conflicting land-registration records, and restore possession of the property. The transactions involving Mr. C, Mr. J, and Mr. H were legally defective because formal compliance could not cure the absence of material authority to transfer the object. Effective protection therefore requires consistency between auction validity, land registration, effective judicial enforcement, and actual control of the property.

Keywords: Auction Buyer, Legal Protection, Mortgage Right, Transfer of Auctioned Object, Unlawful Act.



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INTRODUCTION

Mortgage-right execution through public auction constitutes an important legal mechanism for converting collateral into payment while preserving the enforceability of secured transactions. Recent scholarship nevertheless indicates that procedural completion of an auction does not automatically eliminate disputes concerning possession, ownership, or subsequent claims over the auctioned property (Ningsih et al., 2025). Legal certainty for the auction winner depends not merely on winning the bidding process but also on the effective recognition and enforceability of the rights acquired through that process (Rini et al., 2024). Problems become particularly serious when the former owner continues exercising factual control over the property or undertakes subsequent legal acts involving the same object after the auction has been completed. The position of an auction purchaser consequently reflects a tension between the finality expected from an execution mechanism and the possibility of later disputes concerning the object acquired. Comparative analysis of foreclosure auctions likewise demonstrates that the legal effects of an auction may intersect with pre-existing or subsequent rights and claims attached to the property, making continuity and priority of rights central questions in determining legal consequences (Burjanadze, 2026). This tension establishes the broader significance of examining whether Indonesian law provides sufficient protection when an auctioned object is subsequently transferred to a third party.

Contemporary studies on auction law increasingly place the auction winner within the doctrinal framework of a good-faith purchaser whose acquisition deserves protection when the auction procedure has been lawfully completed (Kurniawan et al., 2021). Research on electronic auctions further shows that protection of auction buyers is closely connected with the validity of the auction deed and the legality of the procedures through which rights are transferred (Gumilang et al., 2024). A related strand

of scholarship emphasizes that legal certainty for auction winners becomes meaningful only when the successful bidder can obtain effective control and execution of the auctioned object after completing the legally required obligations (Octafiani et al., 2025). These approaches share an emphasis on procedural legitimacy, good faith, and enforceability, yet they examine different stages of the legal relationship arising from an auction. The literature therefore establishes a substantial doctrinal basis for protecting auction buyers but also reveals that legal protection cannot be assessed solely from the validity of the auction procedure itself. The relevant inquiry must extend to legal acts occurring after the auction, especially when those acts are capable of generating competing claims over the same property.

A more specific problem emerges when the former owner transfers an auctioned object to another party after the auction winner has acquired a legally recognized interest in the property. The dispute examined in Supreme Court Decision Number 866 K/Pdt/2020 demonstrates that litigation over an auctioned object may continue beyond the auction process and develop into competing claims involving subsequent transferees (Supreme Court of the Republic of Indonesia Decision Number 866 K/Pdt/2020). Existing scholarship dealing directly with this decision has focused on unlawful conduct by the owner of the auctioned object and the legal protection available to the auction purchaser (Candra et al., 2022). More recent analysis of Indonesian auction law has also examined objective good faith and the executory power of mortgage rights as elements affecting the protection of purchasers in execution sales (Wardani & Nurrachman, 2026). These studies clarify the legal status of the auction winner, but they do not fully resolve the distinct question of how successive transfers to third parties should be evaluated after rights have arisen through a lawful auction. The research gap therefore lies in the insufficiently integrated analysis of the auction buyer's protection, the legal validity of subsequent transfers, and the consequences imposed on third parties claiming rights derived from the former owner. Addressing this gap requires examining not only whether the buyer acted in good faith but also whether later transactions are capable of displacing rights established through an earlier execution auction.

The unresolved relationship between auction-based acquisition and subsequent third-party transfers has significant consequences for both private-law certainty and the institutional reliability of mortgage enforcement. Legal protection must function not only preventively through clear procedures but also repressively when legally acquired rights are disturbed and require restoration through judicial mechanisms (Hadjon, 1987). Weak protection after the completion of an auction may reduce the practical value of auction documents because the successful buyer can remain exposed to possession disputes, competing transfers, and additional litigation despite having complied with the prescribed process. The effectiveness of mortgage enforcement is likewise affected when the legal consequences of a completed auction can be destabilized by subsequent acts of the former owner, particularly because execution is intended to provide an enforceable mechanism for resolving secured claims (Ningsih et al., 2025). Uncertainty at this stage may also discourage participation in public auctions and weaken confidence in the auction system as a lawful means of transferring property rights. The practical issue is therefore broader than an individual ownership dispute, as it concerns the capacity of the legal system to maintain coherence between execution procedures, transfer of rights, and judicial protection. A precise judicial analysis is required to determine how protection should operate when the formal completion of an auction is followed by transactions capable of creating new third-party interests.

Contemporary legal discourse on auction transactions increasingly focuses on the intersection of good-faith purchaser protection, post-auction legal certainty, and the legal consequences of subsequent transfers involving the same object. Earlier scholarship has conceptualized the auction winner as a category of good-faith purchaser, providing an important doctrinal foundation for determining when the purchaser deserves legal protection (Kurniawan et al., 2021). Research on legal certainty has further emphasized the role of legal instruments in ensuring that auction buyers obtain meaningful protection from the rights acquired through a valid auction process (Rini et al., 2024). Comparative scholarship demonstrates that foreclosure auctions may produce complex questions concerning the survival, extinction, or continuity of rights affecting the auctioned property, particularly when several legal interests compete over the same object (Burjanadze, 2026). The novelty of the present study lies in integrating these concerns through a focused examination of the transfer of an auctioned object to third parties in Supreme Court Decision Number 866 K/Pdt/2020 rather than treating good faith, auction validity, or mortgage execution as isolated legal issues. Its analytical contribution is directed toward clarifying the relationship between the priority of rights obtained through auction, the

authority of the former owner to undertake subsequent transfers, and the legal position of third parties deriving claims from those transfers. This formulation distinguishes the unresolved research gap from the contribution offered by the study, because the gap concerns insufficient analysis of post-auction transfers whereas the novelty consists in constructing an integrated legal assessment of their validity and consequences for the auction buyer.

This study aims to analyze the legal protection afforded to auction buyers when an auctioned object is subsequently transferred by the former owner to third parties, with particular reference to Supreme Court Decision Number 866 K/Pdt/2020. It further examines the validity of the subsequent transfers and the legal consequences arising for each party claiming rights over the auctioned property. The analysis is designed to determine the extent to which rights acquired through a lawful execution auction can be maintained against later transactions involving the same object. Particular attention is given to the relationship between the auction buyer's legal position, the authority of the former owner after the auction, and the status of third parties acquiring derivative claims. The study contributes theoretically by refining the application of legal protection and legal certainty to disputes that arise after the formal completion of an auction. Its practical contribution lies in providing a structured basis for courts, auction authorities, creditors, purchasers, and land-administration institutions when assessing competing claims generated by post-auction transfers. The resulting analysis is expected to strengthen consistency between auction finality, property-right transfer, and judicial protection within Indonesian private and security law.

RESEARCH METHODS

The research employed a normative legal design directed at examining legal norms governing the protection of auction buyers when auctioned objects are subsequently transferred to third parties (Ishaq, 2017). A statutory approach was applied to examine the regulatory framework governing mortgage rights, auction implementation, land registration, and the legal transfer of rights over land. A case approach was used to analyze the application of those norms in judicial reasoning, with Supreme Court Decision Number 866 K/Pdt/2020 serving as the principal case examined in the research (Candra et al., 2022). The legal materials were classified into primary, secondary, and tertiary materials in accordance with the characteristics of normative legal research (Mahmud, 2008). Primary legal materials consisted of relevant legislation concerning agrarian law, land registration, mortgage rights, auction procedures, and judicial decisions related to the dispute. Secondary legal materials comprised legal textbooks, scholarly journal articles, and previous studies concerning auction law, land-right transfers, legal protection, good-faith purchasers, mortgage enforcement, and subsequent transactions involving disputed property. Tertiary legal materials consisted of legal dictionaries and encyclopedic sources used only to clarify legal concepts and terminology relevant to the analysis.

Legal materials were collected through library research by identifying, inventorying, classifying, and examining sources that directly addressed the research questions. The collection process focused on legal rules governing acquisition through auction, the legal effect of auction documents, the authority of former owners after execution, and the legal position of third parties receiving subsequent transfers. Particular attention was directed to the validity and legal consequences of subsequent agreements or transfers concluded after rights over the disputed object had previously arisen, including the temporal and substantive validity of legal transactions (Nathanael & Djaja, 2023). The collected materials were analyzed qualitatively using a descriptive-analytical method without empirical sampling, statistical testing, or quantitative measurement. The analysis first identified the applicable legal provisions, relevant judicial considerations, and legal doctrines associated with auction-buyer protection and the transfer of land rights. These materials were then interpreted systematically by examining the relationship between statutory norms, judicial reasoning, the sequence of legal acts, and the competing legal positions of the auction buyer, former owner, and third parties. The analytical procedure was directed toward determining the form of legal protection available to the auction buyer, assessing the validity and consequences of subsequent transfers, and formulating conclusions traceable to the legal materials examined.

RESULTS AND DISCUSSION

Legal Protection of Auction Buyers in Mortgage-Right Execution Auctions

Mortgage-right execution through public auction constitutes a legally regulated mechanism for realizing collateral when a debtor fails to satisfy obligations secured by a mortgage right. Acquisition through this mechanism differs materially from an ordinary private sale because the transfer is conducted through an authorized public auction procedure and produces legal consequences based on an official execution process. In Supreme Court Decision Number 866 K/Pdt/2020, Mr. E acquired the disputed property through a mortgage-right execution auction conducted by KPKNL Metro and was declared the successful bidder based on Minutes of Auction Number 03X/2009. Completion of the auction payment established a juridical basis for the buyer to assert rights over the auctioned property and to seek registration of the resulting transfer. Indonesian auction law places the successful bidder in a legally protected position when the auction has been conducted by the competent authority and the bidder has fulfilled the obligations prescribed by the auction procedure (Sudiarto, 2020). The legal effect of the execution auction must consequently extend beyond designation of the successful bidder and provide an enforceable basis for acquisition. Protection of the auction buyer at this stage is essential because the reliability of mortgage enforcement depends on whether rights arising from an official auction can be maintained against later interference.

The Minutes of Auction occupy a central position in establishing the legal status of the successful bidder because the document records the completion and essential elements of the auction transaction. Its juridical function is not merely administrative, since it provides formal evidence that acquisition occurred through an authorized public auction rather than through an informal or privately negotiated transaction. The document also supports subsequent legal acts required to perfect the buyer's position, particularly registration of the transfer of rights over land. Legal certainty for an auction winner is closely connected with the existence of legally recognized instruments capable of evidencing and preserving rights acquired through the auction procedure (Rini et al., 2024). A buyer who has completed the prescribed obligations must be able to rely on the auction instrument without being placed in the same position as a purchaser whose acquisition derives from an unverified private transaction. Government Regulation Number 24 of 1997 concerning Land Registration provides the broader administrative framework within which legally valid acquisitions over land are recorded and evidenced. The interaction between auction documentation and land registration therefore forms a principal element of preventive protection for a purchaser acquiring land through mortgage execution.

Preventive protection also depends on the accuracy and legality of the information submitted before the auction is conducted. The auction seller bears responsibility for the legality of ownership, completeness of the documentation, and accuracy of the physical and juridical data concerning the object offered for sale under the applicable auction framework. This allocation of responsibility is particularly important because prospective bidders ordinarily rely on documents presented through an official process and do not possess the same access to historical information as the former owner or secured creditor. Minister of Finance Regulation Number 122/PMK.06/2023 reinforces the seller's responsibility for legal matters relating to the auction object and the supporting documents submitted during the process. A compliant purchaser should not automatically bear losses originating from defects that were concealed, inaccessible, or incapable of reasonable discovery during the auction procedure. Scholarship on auction buyers similarly links good-faith protection to lawful participation in an official auction and reasonable reliance on the legitimacy of the process administered by authorized institutions (Kurniawan et al., 2021). Preventive protection therefore operates through institutional verification, allocation of responsibility, and documentary reliability before a dispute develops.

The circumstances surrounding Mr. E demonstrate, however, that procedural safeguards did not by themselves guarantee effective enjoyment of the acquired right. Although the auction buyer had been declared the winner and possessed the Minutes of Auction, the former owner continued to assert control over the disputed property and later undertook transactions involving third parties. Such conduct transformed a formally completed auction into a dispute concerning the effectiveness of rights after acquisition. Legal protection theory distinguishes preventive measures intended to avoid violations from repressive measures employed after an infringement has occurred and requires legal restoration (Hadjon, 1987). The case illustrates the practical necessity of that second form of protection because the buyer's documentary entitlement did not automatically secure physical possession or uncontested registration. Judicial intervention became necessary to prevent later acts from defeating the legal

consequences produced by the earlier auction. Repressive protection therefore served as the mechanism through which the auction buyer sought restoration and enforceability of rights already obtained through a lawful execution process.

Table 1. Legal Protection Framework for the Auction Buyer in Supreme Court Decision Number 866 K/Pdt/2020

Protection Aspect	Legal Basis or Instrument	Function of Protection	Relevance to the Case
Validity of auction process	Authorized mortgage-right execution auction	Establishes lawful acquisition mechanism	Mr. E acquired the property through KPKNL Metro
Evidence of acquisition	Minutes of Auction No. 03X/2009	Proves completion of the auction and status of the successful bidder	Became the principal documentary basis of Mr. E's claim
Seller responsibility	Minister of Finance Regulation No. 122/PMK.06/2023	Places responsibility for object legality and auction documents on the seller	Prevents undisclosed defects from being shifted automatically to the buyer
Land registration	Government Regulation No. 24 of 1997	Provides administrative recognition of land-right transfers	Relevant to perfection of the buyer's acquired right
Good-faith purchaser protection	Auction doctrine and judicial protection	Protects purchasers relying on lawful official procedures	Mr. E participated through the authorized auction mechanism
Repressive protection	Judicial proceedings	Restores rights after interference occurs	Required after subsequent claims and transfers affected the object

Table 1 shows that protection of an auction buyer cannot be reduced to a single document or procedural stage because several legal mechanisms operate cumulatively from the auction process to post-dispute enforcement. The initial layer concerns the legality of the auction itself, while the second concerns documentary recognition through the Minutes of Auction and the capacity to register the resulting acquisition. A further layer arises when the former owner or another party interferes with the buyer's rights after completion of the auction. Research on electronic and conventional auction protection similarly indicates that the effectiveness of purchaser protection depends on both validity of the auction instrument and the ability of the buyer to rely upon it when legal disputes arise (Gumilang et al., 2024). The protection structure must consequently address not only procedural compliance but also the enforceability of the buyer's legal position against subsequent competing claims. The factual circumstances in Decision Number 866 K/Pdt/2020 reveal a gap between formal acquisition and practical enjoyment that required judicial correction. The table therefore illustrates the progression from preventive safeguards toward repressive remedies when an earlier lawful acquisition is disturbed.

Good faith constitutes another decisive element in determining whether the auction buyer deserves protection against later claims. Mr. E participated in an auction administered by the competent institution, was declared the successful bidder, and fulfilled the payment requirements imposed by the auction process. Nothing in the identified facts establishes that the buyer colluded with the auction officials or knowingly participated in defects concerning the underlying mortgage transaction. The classification of auction winners as good-faith purchasers is supported by scholarship emphasizing that persons acquiring property through official auctions should receive protection when they comply with legal procedures and lack knowledge of defects that cannot reasonably be attributed to them (Kurniawan et al., 2021). Good faith in this setting has both subjective and objective dimensions because the purchaser must lack dishonest knowledge while also acting according to reasonable standards of diligence. The official nature of the auction substantially influences that assessment because the buyer

is entitled to place measured reliance on procedures performed by public authorities. Judicial protection of such reliance preserves confidence in the auction system and prevents later disputes from retrospectively imposing unreasonable investigative burdens on successful bidders.

The Supreme Court's recognition of the auction buyer's position also reflects the principle of legal certainty, which requires lawful legal acts to produce identifiable and enforceable consequences. A public auction would lose much of its juridical function if completion of the statutory procedure merely gave the buyer a provisional status that could readily be defeated by unilateral conduct of the former owner. Legal certainty requires consistency between the validity of the auction, the evidentiary force of its official documentation, and the buyer's ability to exercise the rights arising from the transaction. Mertokusumo associates legal certainty with predictable implementation of legal norms and protection against arbitrary interference with rights that have been lawfully established (Mertokusumo, 2007). Recent analysis of auction enforcement similarly identifies enforceability as an essential element of protection where auction purchasers face resistance, competing claims, or attempts to undermine the legal consequences of mortgage execution (Ningsih et al., 2025). Recognition of Mr. E's rights consequently preserved not only an individual proprietary interest but also the institutional credibility of mortgage-right execution. Legal certainty in this area must extend from the procedural validity of the auction to the practical ability of the successful bidder to register, possess, and enjoy the auctioned property.

Repressive protection becomes complete only when judicial recognition is accompanied by measures capable of restoring the auction buyer's actual legal position. The dispute demonstrates that declaratory acknowledgement of a successful auction is insufficient when competing parties continue controlling the property or create subsequent transactions that obstruct registration and possession. Supreme Court Decision Number 866 K/Pdt/2020 provided the judicial basis for protecting the buyer against conduct that interfered with rights arising from the earlier execution auction. Protection of this character is consistent with the function of adjudication as a mechanism for restoring rights after preventive safeguards have failed to prevent a dispute (Hadjon, 1987). Contemporary scholarship concerning mortgage execution also stresses that purchaser protection must continue after the auction because unresolved post-auction obstacles can substantially weaken the effectiveness of secured-credit enforcement (Verri, 2025). Judicial remedies must therefore connect the formal validity of acquisition with the practical capacity to exercise the acquired right against former owners and subsequent claimants. The case establishes that legal protection for an auction buyer encompasses procedural safeguards before acquisition, documentary certainty at completion, and judicial restoration when later acts disturb the rights produced by the auction.

Validity of Post-Auction Transfers to Third Parties and the Priority of Rights

The validity of post-auction transfers must be examined from the substantive authority of the transferor rather than merely from the formal existence of a sale-and-purchase deed executed before a Land Deed Official. In the dispute examined in Supreme Court Decision Number 866 K/Pdt/2020, the auctioned property had already been acquired by Mr. E through a mortgage-right execution auction conducted by KPKNL Metro before Mr. C subsequently transferred the same object to Mr. J. This chronological sequence is legally significant because the existence of a later deed does not automatically displace rights that had previously arisen from a lawful execution process. Indonesian land law requires a transfer of land rights to satisfy both material and formal requirements, including the requirement that the seller genuinely possesses the legal authority to dispose of the relevant object at the time of transfer (Santoso, 2019). Formal compliance through the execution of an authentic deed cannot cure a substantive defect if the seller no longer possesses a transferable right over the land concerned. The legal question must therefore focus on whether Mr. C retained authority over the object after Mr. E had been declared the auction winner and had fulfilled the financial obligations attached to the auction. Where such authority has already been displaced by a prior lawful acquisition, the later transaction becomes vulnerable to invalidation despite the apparent regularity of its documentary form. This distinction between formal and material validity is central to determining whether subsequent transferees can obtain legal protection against an auction buyer whose rights arose earlier.

The material requirement of authority is closely related to the principle *nemo plus iuris ad alium transferre potest quam ipse habet*, according to which a person cannot transfer a greater right than the right actually possessed. This principle restricts the legal capacity of a former owner who attempts to

transfer property after the juridical basis of ownership has already shifted through an execution auction. Although Mr. C's name may still have appeared in the land certificate or administrative records at the time of the later transaction, such registration could not be treated as conclusive evidence that he continued to hold an unrestricted substantive right over the property. Indonesian agrarian law recognizes that certificates possess strong evidentiary value, yet their legal force remains connected to the validity of the underlying legal relationship and may be challenged when contrary rights are proven (Arba, 2018). The prior auction in favor of Mr. E created a legal event that materially affected the scope of Mr. C's authority to undertake subsequent dispositions involving the same object. A transfer executed after that event had to be assessed by reference to the earlier acquisition rather than by relying exclusively on the continued appearance of the former owner's name in the registry. The *nemo plus iuris* principle therefore functions as a substantive limit on derivative acquisition because a later transferee cannot receive a legal position that the transferor was no longer entitled to convey. Priority of rights in this dispute must consequently be traced to the lawful origin and temporal sequence of each competing claim.

The timing of the transactions involving Mr. J and Mr. H also raises a separate issue concerning the quality of good faith required from parties acquiring property that was already affected by ongoing litigation. Sale and Purchase Deed Number 54X/2015 was concluded while the legal status of the object remained disputed, whereas the subsequent transfer from Mr. J to Mr. H under Sale and Purchase Deed Number 16X/2016 occurred after the conflict had further developed through judicial proceedings. These circumstances are relevant because good faith cannot be reduced to a subjective statement that the buyer did not know of a defect or dispute. Objective good faith requires a purchaser to exercise reasonable diligence when circumstances surrounding the transaction reveal facts that should prompt further investigation into the transferor's legal authority. Scholarship on auction law emphasizes that good-faith purchaser protection is linked not only to the absence of fraudulent knowledge but also to reasonable reliance on a lawful acquisition process and adequate verification of competing claims (Kurniawan et al., 2021). A purchaser who proceeds with a land transaction despite the existence of a prior auction, continuing litigation, or other indications of competing rights may face difficulty in establishing the objective component of good faith. The later purchasers in this dispute therefore had to be assessed not only from the formal validity of their deeds but also from the extent to which they investigated the legal status of the object before accepting the transfer. Good faith in land acquisition functions as a juridical standard of conduct rather than a purely psychological condition asserted after a dispute has arisen.

Table 2. Chronology and Juridical Assessment of Competing Rights over the Auctioned Object

Legal Event	Relevant Party	Legal Instrument	Juridical Issue	Effect on Priority of Rights
Mortgage-right execution auction	KPKNL Metro / Mr. E	Minutes of Auction No. 03X/2009	Lawful acquisition through official execution	Created the earliest identified acquisition basis in favor of Mr. E
Subsequent private transfer	Mr. C → Mr. J	Sale and Purchase Deed No. 54X/2015	Whether Mr. C retained authority to transfer the object	Depended on the continued existence of Mr. C's substantive right
Further derivative transfer	Mr. J → Mr. H	Sale and Purchase Deed No. 16X/2016	Whether Mr. J obtained a valid transferable title	Depended on the validity of the preceding transfer
Judicial review of competing claims	Supreme Court	Decision No. 866 K/Pdt/2020	Priority between auction-based rights and later derivative claims	Judicial protection favored the prior auction-based acquisition

The chronology presented in Table 2 demonstrates that the legal position of each subsequent transferee was derivative and therefore inseparable from the validity of the preceding transfer. Mr. J could obtain only the right that Mr. C was legally capable of conveying, while Mr. H's legal position was dependent on the validity of Mr. J's acquisition from Mr. C. If the initial post-auction transfer lacked substantive validity because the transferor no longer possessed adequate authority, the defect necessarily affected later transactions derived from that transfer. This structure reflects the derivative nature of property acquisition, in which the legal strength of a later title cannot exceed the juridical quality of the title from which it originated. Indonesian private-law doctrine recognizes that an unlawful act may arise when a party interferes with another person's legally protected interest through conduct lacking a valid juridical basis and causing loss (Fuady, 2017). The post-auction transactions in this case therefore required evaluation not only as contractual acts but also as conduct potentially interfering with the auction buyer's pre-existing right. The multiplication of formal deeds could not independently cure the defect if the original post-auction transaction had already failed to satisfy the material requirement of transferor authority. Priority analysis accordingly had to move backward through the chain of title in order to identify the earliest valid source of acquisition.

Formal land registration resulting from the later transactions also could not independently establish superior rights if the underlying conveyances were materially defective. Government Regulation Number 24 of 1997 concerning Land Registration provides a framework for recording legal relationships concerning land, yet registration operates on the basis of legal acts that must themselves satisfy substantive validity requirements. Certificates issued following subdivision or transfer may provide evidentiary and administrative recognition, but they cannot transform an invalid transaction into a lawful acquisition merely through registration. This characteristic is important in Indonesia's land-registration system because registered information may still be challenged when stronger legal evidence demonstrates defects in the source of the registered right. The subsequent subdivision of the disputed property and issuance of derivative certificates therefore had to be examined together with the legal validity of the deeds that formed their administrative basis. Legal certainty requires consistency between the underlying legal act and the registration record, rather than treating the registry as capable of legitimizing any transaction once formally recorded. Where the judicial process establishes that the foundational transfer lacked authority, the derivative registration may likewise become subject to correction or cancellation. Registration must therefore operate as an instrument supporting lawful rights, not as an independent mechanism capable of overriding a prior valid acquisition.

The legal position of third parties also depends on the distinction between direct and derivative acquisition because buyers who receive property from a private transferor inherit the vulnerabilities attached to that transferor's title. Mr. E acquired the object through an official public auction, whereas Mr. J and Mr. H claimed through later private transactions whose validity depended on the continued authority of the preceding transferor. This difference in the origin of title affects the legal assessment because the auction buyer's acquisition arose from a state-administered execution mechanism rather than from a contractual relationship with the former owner. Studies on auction protection emphasize that rights obtained through a valid execution process should not be easily displaced by subsequent private transactions that arise from parties whose authority over the property is already contested (Rini et al., 2024). A derivative purchaser may still invoke good-faith principles, but such protection cannot automatically defeat an earlier right when the factual and legal circumstances indicate that further verification was reasonably required. The legal system must balance protection of transactional reliance with protection of rights already created through a lawful execution process. Allowing later derivative titles to prevail merely because they were supported by subsequent deeds or certificates would weaken the finality of mortgage enforcement and expose auction purchasers to continuing legal uncertainty. The distinction between these modes of acquisition therefore becomes central to determining which party holds the stronger juridical claim.

Supreme Court Decision Number 866 K/Pdt/2020 reflects a priority approach in which the origin, timing, and legality of each right were examined together rather than independently. The Court's treatment of the later transactions indicates that formal conveyancing documents were insufficient to defeat the earlier auction-based acquisition when the former owner no longer possessed an unrestricted legal basis to transfer the property. This approach is consistent with recent scholarship emphasizing that mortgage enforcement can function effectively only if rights produced through execution remain enforceable against subsequent claims that lack a stronger legal foundation (Ningsih et al., 2025).

Judicial protection of the auction buyer consequently preserves not only the individual purchaser's interest but also the institutional reliability of public auction as a mechanism for enforcing secured rights. If a former owner could create superior claims simply by executing later deeds, the legal finality of auction procedures would become contingent upon private acts performed after execution had already been completed. Such a result would undermine both legal certainty and the economic function of mortgage collateral because prospective auction participants would face unpredictable risks beyond the statutory auction process. Priority must therefore be determined by examining which right arose first through a legally valid source and whether later parties acquired from a transferor who still possessed the authority to convey the object. The Court's reasoning supports the proposition that lawful prior acquisition through execution cannot be neutralized solely by the formal existence of subsequent derivative transactions.

The juridical assessment of post-auction transfers ultimately requires integration of material validity, formal validity, good faith, registration, and chronology into a single analytical framework. Material validity determines whether the transferor possessed the substantive right and authority to transfer the object, while formal validity examines whether the transaction complied with the procedural requirements governing land conveyance. Good faith evaluates whether the transferee acted honestly and with the level of diligence reasonably expected under the circumstances, especially where signs of prior claims or litigation were present. Registration provides administrative evidence and publicity but remains dependent on the legality of the underlying transaction from which the registered right derives. Comparative scholarship on foreclosure auctions similarly demonstrates that conflicts frequently arise from the continuity and priority of rights after execution, requiring careful identification of which interests survive or are extinguished by the auction process (Burjanadze, 2026). Applied to Decision Number 866 K/Pdt/2020, these elements support the conclusion that the auction buyer's earlier acquisition formed the principal juridical reference for evaluating every subsequent transaction concerning the same object. Later deeds and certificates could not acquire autonomous legal superiority when their validity remained dependent on a transferor whose authority had already been substantially affected by the execution auction. The priority of rights must therefore be determined through the lawful origin and substantive validity of acquisition rather than by the chronological recency of the documents produced.

Legal Consequences of Unlawful Transfers and Restoration of the Auction Buyer's Rights

Legal consequences arising from post-auction transfers must be assessed from the validity of the auction buyer's prior acquisition and the legal authority retained by the former owner after the execution process was completed. Mr. E had acquired the disputed property through an official mortgage-right execution auction administered by KPKNL Metro and had fulfilled the financial obligations attached to his status as the successful bidder. That prior acquisition created a juridical position that could not be disregarded merely because Mr. C subsequently executed new transactions concerning the same property. When a person transfers an object without possessing sufficient legal authority over it, the resulting transaction may affect the rights of another party and may satisfy the elements of an unlawful act where loss and legal injury are established (Fuady, 2017). The relevant defect in the subsequent transactions was therefore not limited to documentary irregularity but extended to the substantive capacity of the transferor to dispose of an object whose legal status had already been altered by execution. Supreme Court Decision Number 866 K/Pdt/2020 treated the auction buyer's prior acquisition as the principal reference for evaluating the legality of later transfers involving Mr. J and Mr. H. Such an approach prevents a former owner from reconstructing ownership through private transactions after rights have arisen in favor of an auction purchaser. The legal consequence is that later acts lacking a valid substantive foundation cannot obtain priority merely because they were documented after the auction.

Invalidity affecting the first post-auction transfer necessarily influences subsequent transactions derived from that legal relationship because derivative acquisition depends on the validity of the transferor's own title. Mr. J could acquire only the legal position that Mr. C was authorized to convey, while Mr. H could receive only the rights that validly existed in the hands of Mr. J at the moment of the second transfer. This construction corresponds with the *nemo plus iuris* principle, which prevents a person from transferring rights exceeding those legally possessed at the time of disposition. Indonesian land law requires the transferor to be an authorized holder of the right and the object to be legally

transferable, making substantive authority an indispensable condition for a valid conveyance (Santoso, 2019). Formal execution of a deed before a Land Deed Official does not create substantive ownership where the legal source of the transfer has already been impaired by an earlier and superior acquisition. The invalidity of the transfer from Mr. C to Mr. J therefore affected the juridical basis of the subsequent transfer from Mr. J to Mr. H rather than remaining isolated within the first contractual relationship. Rights claimed by later transferees remain vulnerable when they originate from a chain whose initial link lacks valid legal authority. The legal consequence extends from the defective transaction itself to derivative rights, documents, and registrations generated from that transaction.

The consequences of invalid post-auction transfers also reach the sale-and-purchase deeds used as the formal instruments of subsequent conveyance. Sale and Purchase Deed Number 54X/2015 and Sale and Purchase Deed Number 16X/2016 could not be assessed independently from the substantive ownership structure existing when each document was executed. An authentic deed carries significant evidentiary force concerning matters formally recorded before the authorized official, but evidentiary authenticity does not automatically establish the material validity of the legal relationship documented in the deed. Questions concerning the authority of the parties, legality of the object, and absence of defects in consent or legal cause remain relevant even where formal documentary requirements have been satisfied. Legal scholarship concerning notarized and authenticated private transactions similarly distinguishes the formal evidentiary status of an instrument from the substantive validity of the transaction underlying that instrument (Darmini, 2023). The Supreme Court's assessment consequently required examination of whether the transferor retained a lawful right to dispose of the property rather than merely whether the deeds had been executed in the prescribed form. Once the substantive foundation of the transactions was rejected, the deeds could no longer serve as valid instruments capable of defeating the auction buyer's earlier acquisition. The resulting nullification reflects the principle that documentary form must remain subordinate to the substantive legality of the rights and obligations it records.

Table 3. Legal Consequences and Restoration Measures Arising from the Post-Auction Transfers

Legal Issue	Affected Instrument or Right	Juridical Consequence	Restorative Measure
Lack of authority of the former owner	Transfer from Mr. C to Mr. J	Subsequent transfer lacks a valid substantive foundation	Recognition of the auction buyer's prior right
Defective derivative acquisition	Transfer from Mr. J to Mr. H	Later title depends on an invalid preceding transfer	Rejection of derivative claims inconsistent with the auction right
Invalid sale-and-purchase deeds	Deeds No. 54X/2015 and 16X/2016	Deeds cannot sustain superior rights over the auction buyer	Judicial invalidation of the disputed transactions
Conflicting land registration	Certificates produced through subdivision and later transfers	Registration loses juridical support when based on defective transfers	Cancellation or correction of derivative registration records
Continued physical possession	Control of the object by subsequent parties	Prevents effective enjoyment of the auction buyer's right	Vacating and surrendering the property to the auction buyer
Administrative inconsistency	Land-office records inconsistent with the judicially established right	Produces continuing uncertainty after judgment	Restoration of the parent certificate and implementation of the final decision

The consequences summarized in Table 3 demonstrate that restoration of the auction buyer's position required more than a declaration that the subsequent transactions were legally defective. The rights claimed by Mr. J and Mr. H had generated further legal and administrative effects, including

changes in registration records and continued control over the disputed property. If those derivative consequences remained untouched, recognition of Mr. E's earlier right would have produced only nominal protection without restoring the legal and factual conditions necessary for effective ownership. The land-registration framework established under Government Regulation Number 24 of 1997 requires administrative records to reflect rights supported by legally valid acquisition rather than transactions later declared defective. Judicial correction therefore had to reach certificates and registration changes derived from the disputed deeds in order to align administrative records with the substantive legal position established by the court. This relationship between adjudication and registration is important because legal certainty cannot be maintained when a final judicial determination conflicts with continuing administrative recognition of invalid derivative rights. Restoration of the parent certificate consequently represents an administrative extension of judicial protection rather than a separate form of acquisition. The remedial structure seeks to reconstruct the legal status that should have existed had the unlawful post-auction transfers not occurred.

Physical restoration of the object constituted another necessary consequence because proprietary protection becomes ineffective when the lawful holder cannot exercise actual control over the property. Mr. E's legal position as auction buyer would remain incomplete if the disputed land continued to be occupied or controlled by parties relying on transactions that no longer possessed a valid legal basis. Supreme Court Decision Number 866 K/Pdt/2020 accordingly required the relevant parties to vacate and surrender the object to the auction buyer after the judgment became legally enforceable. This form of relief corresponds with repressive legal protection, which operates after a violation has occurred and seeks to restore the injured legal subject to the position recognized by law (Hadjon, 1987). Judicial protection in property disputes must therefore extend beyond declaratory findings and provide an enforceable mechanism capable of translating the judgment into effective possession. The requirement to surrender the property also reinforces the principle that factual control cannot independently defeat a superior legal right arising from a valid execution procedure. A contrary approach would allow parties lacking a lawful basis to preserve practical advantages merely by retaining physical possession after their documentary claims had been rejected. Restoration of possession thus forms an integral component of the legal consequences imposed upon invalid post-auction transfers.

Correction of derivative certificates further illustrates the dependence of administrative title on the legality of the underlying transaction. A certificate may function as strong evidence of a registered right, but its evidentiary significance does not immunize it from judicial correction when the transfer producing the registration is found to be legally defective. Indonesian agrarian law recognizes registration as a mechanism for securing order and certainty, while still permitting correction when stronger legal evidence establishes defects in the acquisition process (Harsono, 2008). The subdivision of the original certificate and issuance of subsequent certificates could therefore not remain legally unaffected once the transactions supporting those administrative changes were rejected. The land office's role becomes especially important at the implementation stage because judicial protection requires corresponding changes in official records to remove inconsistencies between court findings and registration data. Failure to correct those records would preserve competing documentary claims and continue the uncertainty that the judgment was intended to resolve. Administrative restoration must consequently follow the judicial determination of priority so that the registered status of the object corresponds with the legally recognized acquisition. This process strengthens the connection between substantive land rights, judicial adjudication, and the public-registration function of the state.

The case also demonstrates that protection of the auction buyer has institutional significance beyond the individual dispute because the reliability of mortgage execution depends upon the finality of rights produced through public auction. A mortgage-right execution mechanism loses practical value if the successful bidder remains permanently exposed to later private transfers created by the former owner after completion of the auction. Recent studies of Indonesian mortgage enforcement identify effective post-auction protection as necessary for preserving confidence among creditors, bidders, and institutions responsible for administering execution sales (Ningsih et al., 2025). Comparable analysis of foreclosure auctions also indicates that unresolved questions concerning continuation, extinction, and priority of property interests can impair the certainty expected from an execution process (Burjanadze, 2026). Judicial cancellation of incompatible later transactions consequently protects not only the successful bidder but also the integrity of the institutional mechanism through which mortgage collateral is realized. Prospective purchasers must be able to expect that compliance with official auction

procedures will produce rights capable of resisting later unauthorized dispositions. If that expectation cannot be legally sustained, participation in execution auctions may become less attractive because bidders would be required to absorb unpredictable post-auction litigation risks. Effective restoration therefore supports both private-right protection and the broader functionality of secured-credit enforcement.

The protection granted in Supreme Court Decision Number 866 K/Pdt/2020 also clarifies the relationship between good faith and remedies available after conflicting transfers have occurred. Good faith of the auction buyer was associated with acquisition through an official process, fulfillment of auction obligations, and absence of evidence showing participation in defects affecting the underlying mortgage transaction. The legal system must distinguish that position from later acquisitions whose validity depends upon the authority of private transferors and the diligence exercised by subsequent purchasers in verifying the status of the property. Research concerning auction winners emphasizes that good-faith protection is meaningful only when rights obtained through authorized procedures remain enforceable against later interference (Kurniawan et al., 2021). The remedies ordered by the judiciary reflect this logic because cancellation, surrender, and administrative restoration collectively transform good-faith recognition into practical legal protection. Recognition without effective remedies would leave the successful bidder with an abstract entitlement incapable of prevailing over continuing occupation or conflicting documents. Repressive protection must therefore eliminate the legal consequences of acts that improperly interfere with a valid prior acquisition. The case demonstrates that good faith functions not merely as a characterization of the purchaser's conduct but also as a normative basis supporting judicial protection of the resulting rights.

A coherent remedial approach to unlawful post-auction transfers requires integration of private-law invalidity, land-registration correction, possession restoration, and enforcement of the final judicial determination. Supreme Court Decision Number 866 K/Pdt/2020 illustrates how these mechanisms operate cumulatively when the rights of an auction buyer are challenged by successive transfers and derivative administrative records. Cancellation of defective transactions addresses the private-law source of the conflict, while correction of certificates removes administrative consequences generated by those transactions. Orders requiring surrender of the property restore the factual dimension of the auction buyer's right and prevent unlawful possession from surviving the rejection of the derivative titles. Legal certainty for auction buyers depends on this combination of remedies because isolated recognition of one dimension cannot resolve a dispute spanning contractual, proprietary, administrative, and procedural relationships (Rini et al., 2024). The resulting framework also confirms that later transactions cannot acquire autonomous validity merely through repetition, registration, or the involvement of additional transferees when their initial source of title is legally defective. Judicial protection must trace the chain of rights back to the earliest valid acquisition and reconstruct the legal position on the basis of that priority. Such a remedial structure preserves the authority of mortgage-right execution, protects lawful auction participation, and provides a consistent normative basis for resolving post-auction transfers involving third parties.

CONCLUSION

A good-faith buyer who lawfully acquires property through a Mortgage Right execution auction is entitled to both preventive and repressive legal protection because the auction creates a legally recognizable basis for acquisition that must remain enforceable after the procedure has been completed. Preventive protection is reflected in the regulated auction process, verification of the relevant legal documents, institutional responsibility for the auction object, and the issuance of the Minutes of Auction as the principal documentary basis evidencing the buyer's acquisition. Repressive protection becomes necessary when the former owner or another party interferes with the rights produced by the auction, requiring judicial intervention to confirm the buyer's legal position, restore possession, and eliminate conflicting claims derived from subsequent transactions. Supreme Court Decision Number 866 K/Pdt/2020 confirms that formal completion of the auction is not sufficient unless the resulting rights can also be exercised through registration, physical control, and effective legal enforcement against parties who later challenge the acquisition. The position of Mr. E as auction buyer was legally stronger because his rights arose from an official execution process completed before the subsequent transfers undertaken by Mr. C and the later derivative transactions involving Mr. J and Mr. H. This priority is consistent with the principle that lawful acquisition through an authorized execution mechanism cannot

be displaced merely by later private transactions that originate from a party whose authority over the property has already been materially affected. Effective protection of auction buyers therefore requires continuity between the validity of the auction procedure, recognition of the resulting proprietary rights, and judicial remedies capable of restoring those rights when they are unlawfully disturbed.

The transfers from Mr. C to Mr. J under Sale and Purchase Deed Number 54X/2015 and from Mr. J to Mr. H under Sale and Purchase Deed Number 16X/2016 were legally defective because formal compliance before a Land Deed Official could not substitute for the absence of substantive authority to transfer the disputed object. Mr. C's legal position had already been affected by the prior execution auction in favor of Mr. E, so the subsequent transactions conflicted with the *nemo plus iuris* principle and could not generate stronger rights than those lawfully possessed by the respective transferors. The derivative nature of the later acquisitions meant that defects in the first post-auction transfer extended to the subsequent transaction, registration changes, and certificates issued on the basis of those transfers. Restoration of the auction buyer's rights therefore required cancellation or correction of conflicting derivative records, restoration of the parent certificate, and surrender of the property to the party whose right had arisen earlier through the valid auction process. The case also demonstrates that administrative protection must operate in coordination with judicial protection because inconsistencies between final court determinations and land-registration records can prolong uncertainty even after the substantive dispute has been resolved. Strengthening pre-transfer verification of dispute status, restrictions affecting auctioned property, and the legal authority of transferors would reduce the risk of repeated transfers during unresolved disputes without altering the substantive rights established by lawful execution. A more integrated relationship between auction administration, land registration, PPAT verification, and judicial enforcement is consequently necessary to ensure that good-faith auction buyers obtain effective protection not only in formal legal terms but also in the practical exercise of the rights acquired through the auction.

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