

## Implementation of the Principle of Nationality in Sales and Purchases Through Nominee Agreements Regarding Land Rights in Indonesia

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### Abstract

*This research analyzes the complexity of applying the principle of nationality in buying and selling land rights in Indonesia, especially regarding the practice of nominee agreements. This principle, which limits land ownership to Indonesian citizens and national legal entities, is often circumvented by nominee agreements where Indonesian citizens act as formal owners, but substantive control is in the hands of foreign parties. The research results show that this practice is legal smuggling which is detrimental to agrarian sovereignty, creates legal uncertainty, and has the potential to trigger abuse. Therefore, stronger law enforcement, strict supervision and strict sanctions are urgently needed to maintain the integrity of the principle of nationality and prevent similar practices in the future.*

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## 1. INTRODUCTION

Indonesia, as an archipelagic nation with internationally recognized natural resources, has attracted many foreigners. Foreigners entering Indonesia, not only for tourism but also for investment in businesses, seek to acquire land. One way to acquire land is through a land purchase agreement, a practical approach used by local communities.

Even though the government has given land ownership to foreign citizens in the form of usage rights and rental rights, however, with various considerations, foreigners who want to invest in Indonesia, especially Bali, still want to have ownership rights, because ownership rights are the strongest and most complete hereditary rights (these rights are not easily removed, are easy to maintain, and provide the broadest authority) that people can have over land. Regarding ownership rights over land by foreign citizens, this is clearly prohibited by the state based on Article 21 Paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Principles, which will hereinafter be referred to as UUPA.

A nominee agreement is an effort to provide foreign nationals with the opportunity to own land, which is prohibited by the Basic Agrarian Law. Regarding the term nominee in land ownership practice, a nominee or trustee is an agreement using power of attorney. A power of attorney agreement is an agreement that uses the name of an Indonesian citizen, with the Indonesian citizen granting a power of attorney to the foreign national to freely carry out any legal actions regarding the land they own.

The principal agreement followed by other agreements relating to the transfer of land ownership rights by foreign nationals demonstrates that a notarial agreement has indirectly constituted legal smuggling. At first glance, the nominee agreement does not violate applicable laws and regulations because it does not involve a transfer of rights in the form

of a sale or purchase. A closer examination of the agreement reveals that it indirectly intends to transfer or assign land rights (in the form of ownership) to the foreign national.

Because a nominee agreement is an invalid agreement because it violates the provisions of statutory regulations, specifically in this case the provisions of Article 21 paragraph (1) and the provisions of Article 26 paragraph (2) of the UUPA, the legal consequence of a nominee agreement is that the agreement is null and void, because the nominee agreement was made invalidly, so it does not have binding legal force. Therefore, due to the violation of Article 21 paragraph (1) in conjunction with Article 26 paragraph (2) of the UUPA, the land should be returned to the state. This is related to the principle of nationality contained in the UUPA. The essence of civil justice is to assess who has the right and who does not have the right to a disputed plot of land, not to assess the administrative validity of the issuance of the certificate in question. Therefore, the lawsuit regarding land ownership through a nominee agreement is before the General Court.

The most important reason for making a nominee agreement is that the agreement can protect the purchase of land by foreign nationals in the nominee's name, where the foreign national has no right to control it. Therefore, from an investment perspective, nominee agreements can certainly provide greater benefits, but with the proviso that the principle of nationality in the UUPA is still achieved. The desire of many people, both Indonesian citizens and foreigners, to physically and legally own land in Indonesia, has led to a large number of This effort makes the agreement by granting power of attorney, where Indonesian citizens grant full authority to the recipient of the power of attorney, namely foreign nationals, to carry out all actions related to land rights. This agreement is certainly made by a notary with the control of the land with ownership rights by foreign citizens indirectly and it can be said that this has occurred as a legal smuggling.

Nominee agreements create legal uncertainty, as they result in both *de jure* (legal owner) and *de facto* (benefactor) land ownership. The District Court Decision (DPS) No. 82/2013 ultimately viewed nominee agreements between foreign nationals and Indonesian citizens as legal smuggling. However, the same ruling also stated that foreign nationals have invested in Indonesia, and therefore their rights must be protected. Uncertainty over land rights then results in harm to one party.

Based on the description above, the author is interested in writing a paper entitled: "APPLICATION OF THE PRINCIPLE OF NATIONALITY IN SALES AND PURCHASES THROUGH NOMINEE AGREEMENTS REGARDING LAND RIGHTS IN INDONESIA".

## **2. RESEARCH METHOD**

The research method used is Normative Juridical to produce useful results. This normative juridical method is combined with literature related to the problem being studied, prioritizing analysis using applicable laws and regulations as an important basis for analyzing legal issues. Secondary data sources include books, articles, and legal journals. This research aims to understand the relevant legal context and interpret existing provisions. The approaches used in this research are a conceptual approach through a doctrinal perspective, as well as a statutory approach, which analyzes laws and regulations that correlate and relate legally to the issues under study. The author's data collection method uses a literature study related to the object and cites references including Legislation, Journals, Books, Articles and the Internet. The data analysis method used is a qualitative analysis sourced from legislation, expert views, legal concepts and theories as well as an understanding of the results of the analysis itself.

## **3. RESEARCH RESULTS AND DISCUSSION**

### 3.1. Research result

#### A. Principle of Nationality

National agrarian law through its regulations both in the UUPA and other laws and regulations has provided guarantees to Indonesian citizens as priority legal subjects who must be protected regarding control and ownership of land rights in Indonesia, this is a manifestation of the application of the principle of nationality.

The principle of nationality in Indonesia's national agrarian law system serves as a principle that guarantees the state's right and authority to regulate and control the use of land and natural resources within its territory. In agrarian law, the principle of nationality ensures that land and natural resources are not solely owned by citizens but must be used for the benefit of the state and society as a whole. This principle ensures that land and natural resources are not solely utilized for individual or corporate profit, but also to meet community needs and preserve the environment.

The principle of nationality also guarantees that only Indonesian citizens can have a full relationship with the earth, water and space, as regulated in Article 9 of the Basic Agrarian Law (UUPA). Thus, the principle of nationality ensures that the use of land and natural resources in Indonesia is carried out in a manner that is in accordance with national and community interests, and maintains the interests of the Indonesian nation in the use of natural resources.

In practice, the principle of nationality in Indonesian agrarian law influences various aspects, such as the regulation of land ownership, the use of natural resources, and the protection of indigenous peoples' rights. This principle ensures that agrarian policies in Indonesia are oriented toward national and community interests, while upholding the interests of the Indonesian people in the use of natural resources.

#### B. Types of Land Ownership Rights in Indonesia

Regarding the types of land ownership rights in Indonesia, this is regulated in Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA).

In general, the status and types of land ownership recognized in Indonesia include:

1. Property rights are hereditary, the strongest and most complete rights that people can have on land.
2. The right to use business is the right to work on land that is controlled directly by the State.
3. The right to use a building is the right to erect and have a building on land that is not one's own.
4. The right of use is the right to use and/or collect the proceeds from land directly controlled by the State or land owned by another person, which gives the authority and obligations specified in the decision to grant it by the official authorized to grant it or in an agreement with the land owner, which is not a lease agreement or a land management agreement.

Based on the provisions of the UUPA, land rights provide ownership rights to land by the state to individuals or legal entities in the form of land ownership rights, business use rights, building use rights, use rights, lease rights, rights to open land, rights to collect proceeds, as well as several temporary rights such as mortgage rights, profit sharing business rights, rights to use and agricultural land lease rights.

Ownership rights are one form of land rights defined in the UUPA. Ownership rights are defined as the hereditary, strongest, and most complete rights a person can have over land. These rights are considered the strongest and most important rights in the Indonesian agrarian legal system, as they grant the landowner full authority to

control and manage the land. Under the UUPA, ownership rights cannot be held by foreign nationals.

### C. Nominee Agreement

Using the name of an Indonesian citizen, the Indonesian citizen grants a power of attorney to the foreign citizen to freely carry out legal actions on the land he owns. A nominee agreement is often referred to as a representative or borrowed name based on a statement or power of attorney made by both parties, where the foreigner borrows the name of the Indonesian citizen to be listed as the landowner on the land certificate. The validity and binding force of a nominee agreement are inseparable from the provisions of Articles 1320 and 1338 of the Civil Code.

The term nominee is often equated with the term representative or borrowing a name. Based on a letter of participation or power of attorney made by the party, a foreigner borrows the name of an Indonesian citizen to be listed as the owner of the land on the certificate, but then the Indonesian citizen, based on the deed of statement he made, denies that the actual owner is the foreign citizen as the party who paid for the purchase of the land and the authority is carried out or represented by the foreign citizen.

The embodiment of this Nominee was created through a package of agreements, which in essence aims to provide all authority to the WNA as the recipient of the power of attorney to act as the actual owner of a plot of land which according to Indonesian law cannot be owned, namely ownership rights.

The definition of nominee according to Black's Law Dictionary is:

1. *a person who is proposed for an office, membership, award or like title, or status. An individual seeking nomination, election or appointment is a candidate. A candidate for election becomes a nominee after being formally nominated,*
2. *A person designated to act in place of another usually in a very limited way,*
3. *A party who holds a bare legal title for the benefit of others or who receives and distributes funds for the benefit of others.*

From the understanding given regarding nominee it can be seen that literally, *nominee* has two different meanings. First, nominee refers to a proposal or nomination of a candidate or candidate to occupy a certain position, to obtain a certain award, or for other types of nominations. Second, nominee provides the meaning of someone who represents the interests of another party. In this second meaning, a nominee is distinguished from a grantor of power of attorney in the situation where the nominee becomes the owner of an object (including interests or rights arising from an agreement) that is under his management; while the recipient of the power of attorney never becomes the owner of the object (including interests) managed by the nominee.

Agreement *nominee* was born from the existence of the principle of freedom of contract in contract law, and therefore includes agreements that are not regulated in the law because there is no specific regulation on the concept *nominee*. Implicitly, agreement *nominee* has the following elements:

1. There is a power of attorney agreement between two parties, namely *Beneficial Owner* as the grantor and the Nominee as the beneficiary based on the trust of *Beneficial Owner* to *nominee*;
2. The power granted is specific in nature with limited types of legal actions; and

3. *Nominee* act as if representing *Beneficial Owner* before the law.

### 3.2. Discussion

#### A. Application of the Principle of Nationality in the Sale and Purchase of Land Rights Through Agreements *Nominee*

The principle of nationality adopted by the Basic Agrarian Law is fully stated in the regulations on property rights. Furthermore, the position of the Basic Agrarian Law as a legal umbrella implies that the legal norms contained in the UUPA have a higher degree compared to other legal norms, even with the norms contained in other laws that also regulate agrarian matters, so that in this context the principle of *lex superior derogate legi inferior* applies, that higher provisions override lower provisions.

This principle or principle of nationality is specifically applied to land ownership rights that have a material nature (*zakelijk karakter*), so that ownership rights are only provided to Indonesian citizens. Then the principle of nationality in the Basic Agrarian Law emphasizes that only Indonesian citizens can have a full relationship to the land, water and airspace, thus foreign citizens cannot have ownership rights to land.

According to Subekti, buying and selling is an agreement in which one party binds himself to hand over ownership of an item and the other party to pay the promised price. Purchase and sale agreements are agreements we enter into every day, but sometimes we don't realize that what we're doing is a legal act with certain legal consequences. A simple purchase and sale agreement certainly doesn't cause many problems. However, purchase and sale agreements between sellers and buyers aren't always simple and often give rise to problems. Therefore, legal regulations are needed to address the various possibilities that can arise in a purchase and sale agreement.

Meanwhile, according to Wirjono Prodjodikoro, buying and selling is an agreement in which one party is bound to hand over an item and the other party is obliged to pay the price agreed upon by both of them.

The right to land is the right of control over land that contains a series of authorities, obligations and/or prohibitions for the holder of the right to do something about the land being claimed. Something that can, must or is forbidden to be done, which is the content of the right of possession is the criterion or yardstick differentiating between the rights of possession over land regulated in the land law. The rights to land regulated in Article 16 of the UUPA that can be granted by the state to the people are:

1. Ownership Rights
2. Business Use Rights
3. Building Use Rights
4. Right to Use
5. Management Rights

Limitations on land ownership rights for foreign nationals, foreigners are non-Indonesian citizens whose presence provides benefits, conducts business, works, or invests in Indonesia. Legally, foreigners can have land use rights for a certain period, lease rights for buildings, ownership rights for apartment units, and residential or residential houses. Foreign investors can own land or do business in Indonesia. The legal relationship between Indonesian citizens and foreign nationals and legal acts regarding land in Indonesia are regulated in Law Number 5 of 1960 concerning Basic Agrarian Principles and Government Regulation (PP) Number 46 of 1996

concerning Cultivation Rights, Building Rights and Land Use Rights. The application of the principle of nationality in the sale and purchase of land rights in its journey is still in accordance with the law where so far there have been no cases of land rights sales and purchases that violate the principle of nationality.

In the author's opinion, land rights are not something that cannot be owned, but as long as there is a legal basis, it is possible. Foreign nationals can also be given rights to land, but only just the right to use or the right to cultivate, because according to the rules...

Foreign nationals cannot be given rights to land, in this case ownership rights, and only Indonesian citizens can have rights to land (ownership rights).

Based on this, it is very clear that foreign nationals cannot have land rights (ownership rights), but foreign nationals or foreign legal entities can be given land rights in the form of use rights or business use rights for a certain period of time according to existing laws and regulations. The legal force of the sale and purchase itself is in the sale and purchase deed (AJB), where this sale and purchase deed is proof that the land rights have been transferred to the buyer who purchased the land rights (ownership rights), which then the deed proves that the sale and purchase of these rights has been valid and can be certified by the land deed making official (PPAT). In the sale and purchase of land rights, in this case ownership rights, there are conditions or rules that must be met, namely material conditions.

The material requirements themselves are the requirements that regulate the rights and obligations of the parties in this case the seller and the buyer by carrying out a legal act, namely the transfer of land rights (ownership rights), where the seller gives land rights (ownership rights) to the buyer and the buyer pays the price of the land rights, then the land rights are transferred to the buyer. In addition to the material requirements there are also formal requirements, formal requirements in the sale and purchase of land rights are the formality requirements in the sale and purchase transaction, the formalities referred to are such as land deeds that prove that the sale and purchase of land rights has been carried out and the official who made the deed. The factors that influence the legal force of the sale and purchase of land rights based on the principle of nationality itself are if the second party in this case the buyer is still a foreign citizen which is an administrative defect and cannot be registered at the National Land Agency.

The author argues that, according to the regulations in force in Indonesia, foreign citizens cannot have land rights, in this case ownership rights, because they are foreign citizens. However, if this foreign citizen enters into a mixed marriage, the husband/wife who is an Indonesian citizen can have land rights (ownership rights), if the husband/wife who is an Indonesian citizen buys land rights, they can have land rights as long as they are still Indonesian citizens. In this case, the validity of the sale and purchase of land rights if it does not comply with the principle of nationality, then the sale and purchase of rights is administratively flawed.

Likewise, other factors that can affect the legal force of the sale and purchase of land rights are how the agreement between the seller and the buyer does not fulfill the agreement in the sale and purchase transaction where the seller does not grant land rights to the buyer, as well as if the buyer does not pay the price for land rights (ownership rights) to the buyer. Land rights are rights owned by the rights holder to use and to take advantage of the land. The rights to land are regulated in Article 16 paragraph (1) of the Basic Agrarian Law which grants land ownership rights from the state to individuals or legal entities in the form of ownership rights, building use rights, business use rights, use rights, lease rights, land clearing rights, and forest

product control rights. Article 53 of the UUPA lists several temporary rights that can be used by individuals or legal entities such as mortgage rights, profit sharing business rights, easement rights, and agricultural land lease rights. Then for foreign citizens, there is a prohibition on ownership of land rights as stated in Article 21 of the Basic Agrarian Law and foreign legal entities wishing to domicile in Indonesia must meet the requirements set by the government. Then the exception to granting Land Rights for Foreign Nationals is the Right to land that can be owned by Foreign Nationals for residence or to open a business can be done with the right of use other than Indonesian citizens, foreign legal entities established in Indonesia can also have building use rights or building lease rights with conditions that have been determined by the Indonesian government. Then in Article 29 of the UUPA stipulates that HGU can be used for a certain period of 35 years and can be extended for another 25 years, with a minimum area of 5 hectares and a maximum of 25 hectares for agricultural, fishery and livestock businesses in accordance with Article 28 of the UUPA. While Article 36 of the UUPA states that, Foreign Nationals can also have HGB or business building rights to establish a legal entity established in accordance with Indonesian law. The validity period of HGB as stated in Article 35 of the UUPA is 30 years and can be extended for another 20 years.

The legal basis is that foreign nationals cannot have rights to land (ownership rights) in accordance with the provisions of the Basic Agrarian Law, Article 21 paragraph (1), which expressly states that only Indonesian citizens can have rights to land (ownership rights).

So what often happens nowadays is that the Nominee agreement carried out by a foreigner is a form of legal smuggling and the status of the agreement is invalid, the nominee agreement is invalid because it is carried out by a foreigner. As the author explained previously, Indonesia applies the principle of nationality in the UUPA so that foreigners cannot have ownership rights which are the highest land control rights.

The principle of nationality in Indonesian land law is in accordance with the principle of nationality in international law. International law highly respects the limits of each country's authority, thus establishing a principle of nationality, which states that every country has the right to enforce its own laws against its citizens, wherever they are, and they will still receive legal treatment from that country.

The principle of nationality has extraterritorial force, meaning that the laws of that country still apply to its citizens, even if they are in a foreign country. Indonesia has implemented a reverse regulation of this principle of nationality, namely, the application of the principle of nationality distinguishes between Indonesian citizens, namely Indonesian citizens who must always obey the laws of the state, and foreign citizens (WNA), who must always obey the laws of their country of origin. The UUPA has granted foreign citizens (WNA) separate land ownership rights, namely the right of use. In addition, WNA can also continue to carry out legal actions regarding land in Indonesian territory through various means.

Therefore, to prevent legal smuggling based on legal acts committed by foreign nationals, in conducting relations with other countries, Indonesia uses another principle of international law, namely the territorial principle. This principle states that a country can enforce the law on all people and all goods within its territory. Based on this principle, foreign nationals who commit legal acts.

#### B. Legal Consequences of Land Purchases Preceded by a Nominee Agreement Reviewed Based on the Principle of Nationality

There are two categories of society in Indonesia, namely Indonesian Citizens (WNI) and Foreign Citizens (WNA). In land sales conducted under a nominee agreement between Indonesian citizens and foreign nationals, the clear and cash principle in land sales requires the sale and purchase to be conducted before an authorized public official, namely the Land Deed Official (PPAT). Payment is also made simultaneously, at the time of signing the Deed of Sale and Purchase. With the clear and cash principle, even though the money has not yet been fully handed over to the seller, the sale and purchase process is considered complete.

Nominee agreements are not only for Indonesian citizens and foreign nationals, but also between Indonesian citizens, with the goal of avoiding taxes and increasing wealth. Problems often arise when one party defaults, resulting in a dispute between the two parties. In the case study of PN DPS 82/2013, the Plaintiff is a foreign national who entered into a nominee agreement with Defendant I, an Indonesian citizen. Over time, the Plaintiff, through Defendant I, sought prospective buyers for the disputed land. Defendant I then sold it to Defendant II without prior notification to the Plaintiff. This is the basis of the problem in the Decision of PN DPS 82/2013.

With Article 1320 of the Civil Code (BW) governing agreements and the UUPA as a *lex specialist* in land law, several issues require further investigation. This is because the parties involved in nominee agreements typically seek protection under the BW, specifically in articles such as 1320 and 1338. However, it should be noted that Articles 1320 and 1338, concerning nominee agreements, will conflict with the UUPA. In Article 1320 of the Civil Code, concerning the subject and object of a sale and purchase agreement, the nominee agreement itself violates the object of the sale and purchase agreement, namely a lawful cause. This is because the nominee agreement promises something prohibited by the UUPA. This is an interesting point to analyze because the nominee agreement is an *innominaat* agreement or an unnamed agreement that also has legal standing under the BW. In previous research conducted by Saputri, the nominee agreement did not meet the requirements of a lawful cause and was null and void.

With the UUPA, the transfer of land rights is based on PP 24/1997. Article 37 paragraph (1) of PP 24/1997 states that, "The transfer of land rights and ownership rights to apartment units through sale and purchase, exchange, donation, income in a company and other legal acts of transfer of rights, except for transfer of rights through auction, can only be registered if proven by a deed made by an authorized PPAT according to statutory provisions."

Parties often enter into nominee agreements under the protection of the principle of freedom of contract. However, the principle of freedom of contract in the Civil Code cannot stand alone. Article 1320 of the Civil Code stipulates the validity of an agreement, one of which is a lawful cause. If based solely on the Civil Code, then a nominee agreement between a foreigner and an Indonesian citizen is valid. However, with the UUPA, which specifically regulates land, the principle of *lex specialis* *legis* *generalis* applies. Therefore, by also examining Gustav Rabruch's legal theory and linking it to Article 8 of Law 12/2011, it can be seen that the Civil Code and the UUPA are equal provisions, namely laws. With the UUPA regulating agrarian law, specifically land, the UUPA applies as a special law. Therefore, provisions related to the principle of nationality in Articles 21 and 26 of the UUPA can override the principle of freedom of contract in the Civil Code and the validity of an agreement.

The legal consequences of land sales preceded by nominee agreements, when examined under the principle of nationality, have significant implications for Indonesian agrarian law. The principle of nationality, as stipulated in the Basic



Agrarian Law (UUPA), limits the rights of foreign nationals (WNA) to own land in Indonesia.

Nominee agreements used by foreign nationals to purchase land in Indonesia are considered a form of legal smuggling, as they are inconsistent with the Basic Agrarian Law and violate the principle of nationality. Nominee agreements used by foreign nationals to purchase land in Indonesia are declared null and void and can result in significant legal consequences, such as lawsuit dismissal and legal costs.

By analyzing the Decision of the District Court DPS 82/2013, it can be seen that the focus of the judge's consideration (*ratio decidendi*) is not only on the nominee agreement made with a foreigner, but also on the sale and purchase agreement between Indonesian citizens. If it is only based on the nominee agreement, the result of the nominee agreement is clear, namely null and void. This is in accordance with Article 21 of the UUPA and also Article 26 of the UUPA. However, with the legal uncertainty regarding land rights that occur due to the nominee agreement, the ownership of the disputed land object is divided into 2 (two), namely *de jure* land ownership (legal owner) namely Defendant I with proof of ownership of the Ownership Certificate (SHM), and *de facto* land ownership namely the Plaintiff with evidence of a Statement Letter from Defendant I regarding transactions and payments made to acquire the disputed object.

Nominee agreements used by foreign nationals to purchase land in Indonesia are considered a form of violation of the principle of nationality, so this is a form of legal smuggling in the context of controlling land in Indonesia by foreign nationals through nominees, the principle of nationality is a principle that must be adhered to as one of the highest foundations for the regulation and implementation of the agrarian legal system in Indonesia.

#### 4. CONCLUSION

The principle of nationality adopted in the Basic Agrarian Law (UUPA) stipulates that only Indonesian citizens (WNI) can own land, while foreign citizens (WNA) can only own use rights or cultivation rights for a specific period and under certain conditions. Land purchases in Indonesia must meet material and formal requirements to be legally binding. Failure to comply with the principle of nationality, such as through a nominee agreement, is considered a violation of the law and invalidates the transaction. The UUPA also regulates various types of land rights and the limitations that apply to Indonesian citizens and foreign nationals. In international law, Indonesia uses the territorial principle, which allows Indonesian law to apply to all persons and goods within its territory, to safeguard its legal sovereignty and prevent violations by foreign nationals or foreign legal entities. Implementing this rule is crucial to ensure compliance with national land laws and to maintain ownership rights within the hands of Indonesian citizens.

The legal consequences of land sales preceded by nominee agreements, reviewed based on the principle of nationality, illustrate the importance of enforcing the law and principles governing land ownership in Indonesia. Nominee agreements involving foreign nationals in land purchases in Indonesia are not only considered null and void but also constitute a violation of the principle of nationality, a key pillar of Indonesian agrarian regulations. Attempts by foreign nationals to acquire land in Indonesia through nominees are unacceptable. The DPS 82/2013 District Court Decision demonstrates that legal certainty regarding land ownership must be maintained, and the principle of nationality must be respected as the foundation governing the agrarian legal system and protecting

national interests. The principle of nationality in Articles 21 and 26 of the UUPA can override the principle of freedom of contract in the Civil Code and the validity of an agreement.

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The process of compiling this journal involved quite complex research and analysis, especially in understanding the legal implications of the principle of nationality and the dynamics of nominee agreements which often become a grey area in land rights practices in Indonesia.

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