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The Annulment of Deeds of Gift Relating to Undivided Inherited Land: Balancing Legal Certainty and Substantive Justice in Religious Court Rulings

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Abstract: This study analyses the mechanism for annulling deeds of gift relating to undivided inherited land through the harmonisation of the principles of legal certainty and substantive justice. Legal issues arise when one party gifts an inherited asset without the consent of all other heirs or exceeds the maximum limit of one-third of the estate. This study aims to assess how judges apply legal reasoning (*Ratio Decidendi*) in deciding claims for cancellation of a gift where there is a defect in the object of the gift (*Ghalath*) or a procedural defect. This study uses a normative legal approach by conducting an in-depth analysis of primary legal sources, namely the decisions of the Religious Court as well as regulations in the Compilation of Islamic Law (KHI) and the Indonesian Civil Code (KUHPERDATA). The findings in this study illustrate that judges cancel valid gift deeds to protect the absolute rights (*Legitieme Portie*) of the heirs and to realize the concept of *Maqasid Syariah* in the aspect of preserving assets and lineage. The status of the gift deed is declared invalid for legal reasons. This is because the transferred object has not fully become the property of the donor at the time of the gift. The contribution of this study is to develop family law theory by strengthening the doctrine of *Maslahah* as a corrective instrument against legal actions that undermine the fairness of inheritance distribution.

Keywords: Revocation of Gift, Heirs, Inherited Land, Compilation of Islamic Law, Legal Certainty

INTRODUCTION

The voluntary transfer of ownership of an item from the owner to the recipient without any ulterior motive (expectation of any reward) is known as

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gift-giving. Indonesia has a legal system that regulates this practice. This legal system regulates gift-giving through a dual regulatory framework: the Indonesian Civil Code (KUHPerdara) and the Compilation of Islamic Law (KHI). Islam views giving a gift as embodying noble values through the principles of mutual assistance (*Ta'awun*) and generosity among fellow human beings.

The gift-giving process is often intertwined with the dynamics of inheritance law due to the transfer of family assets before the testator's death. This consistently gives rise to legal conflicts when the gift-giver ignores the existence and rights of other legitimate heirs. In practice, people avoid distributing assets based on *Faraid* provisions through the use of gift-giving instruments, thus triggering unfair asset distribution within the family.

The most common case involving gift annulment in religious courts concerns the distribution of inherited land whose status remains unresolved and is the subject of dispute. Under the Compilation of Islamic Law (KHI), the gifted property is the full and legal property of the donor at the time of the transaction, a requirement. A unilateral gift of inherited land by one heir without the consent of all other family members is legally invalid.

For Muslims, the cancellation of a gift is governed by the absolute jurisdiction of the Religious Courts over dispute hearings and adjudication. Judges have the legal authority to annul a valid gift deed if it is proven to exceed the maximum limit of one-third of the donor's total assets. The primary parameter for judges in evaluating the validity of a gift deed during the trial process is the protection of the heirs' absolute rights (*Legitime Portie*).

Protection of property (*Hifz Mal*) and protecting offspring (*Hifz Nasl*) are important concepts in al-Ghazali's theory of general interest, which serves as a theory to assist judges in implementing Islamic law (*Maqasid Syariah*). Judges often override the procedural formalities of deeds to achieve substantive justice for heirs who have suffered economic loss. The annulment of a gift serves as a corrective instrument to prevent loss and fragmentation of kinship within the family's social structure.

Reconciling the legal certainty of authentic deeds with the principle of substantive justice requires a thorough analysis of judges' legal reasoning (*Ratio Decidendi*). The phenomenon of bequest manipulation that violates the economic rights of heirs, particularly women, highlights the gap between written regulations and practical application. This study examines the limits of the grantor's authority within the national legal system to provide certainty for the protection of inherited assets in the future.

Previous research on grant cancellations in this study includes scientific publications released between 2019 and 2025 (Rachmavianti & Abdullah, 2025; Syuhada, 2019). The geographical focus of the research is predominantly on the Sumatra region, covering Medan, Aceh, Bengkulu, and Lampung, as well as areas in Java such as Kediri and Semarang (Harahap,

2023; Novianturi & Martinelli, 2021; Sumantri et al., 2022; Syuhada, 2019). The most commonly used research methodology is normative legal analysis, employing techniques such as the analysis of religious court rulings and a legislative approach (Suisno, 2020; Sumantri et al., 2022). Some recent studies have begun to show a shift towards empirical legal and socio-legal approaches to dissect the effectiveness of the law at the indigenous community level (Khairuddin, 2022; Kim Azhar et al., 2023; Raihana et al., 2024).

The findings of these studies show a convergence regarding the material limit on gifts, which must not exceed one-third of the total estate in order to protect the absolute rights of heirs (Kim Azhar et al., 2023; Raihana et al., 2024; Syuhada, 2019). There is consistent agreement that a gift of joint property or undivided inherited land without the consent of all heirs constitutes a legally defective act (Harahap, 2023; Rachmavianti & Abdullah, 2025; Syuhada, 2019). Divergence in findings arises regarding the identification of the primary grounds for annulment in court proceedings. Some literature emphasizes the procedural aspect of the absence of an authentic deed issued by an authorized official (Sari, 2022; Samuel & Lyanthi, 2023). Other literature places greater emphasis on defects in the object of the gift (*Ghalath*), such as the status of goods still subject to debt security with a banking institution (Novianturi & Martinelli, 2021). These differences arise due to variations in the legal facts and material evidence found in each court decision analyzed.

Al-Ghazali's theory of *Maslahah* serves as the most widely used conceptual framework for evaluating the dimension of justice in rulings on the revocation of gifts (Harahap, 2023; Rachmavianti & Abdullah, 2025). The author applies this theory to explain efforts to protect the existence of property (*Hifz Mal*) and protecting offspring (*Hifz Nasl*) (Harahap, 2023). The Theory of Legal Certainty also dominates as a parameter in measuring the probative force of deeds of gift drawn up by a Notary or PPAT (Sari, 2022; Syuhada, 2019). Some documents apply the concept of *Legitime Portie* (absolute right) to analyze the limits of the donor's authority in transferring assets to a third party (Rachmavianti & Abdullah, 2025). The concept of *Ratio Decidendi* is used specifically to map the judge's line of reasoning and considerations in addressing the good faith of the parties in court (Sumantri et al., 2022).

A cross-document analysis reveals thematic gaps regarding the variable of deviations from the prescribed shares of inheritance for women through the instrument of gifts as the grounds for a claim. The available literature notes a tendency for communities to grant gifts to equalize the shares of sons and daughters, but has not examined in depth how judges address this deviation from the rules of *Faraid* (Harahap, 2023; Raihana et al., 2024). There is also a significant contextual gap, as most studies focus on Sumatra and Java, meaning empirical data on practices in Eastern Indonesia remains underrepresented

(Khairuddin, 2022; Kim Azhar et al., 2023). This study fills this gap in previous research by integrating perspectives on the protection of economic rights within the *Maslahah* theoretical framework. The primary focus of this study is to examine the consistency of legal application outside the dominant region to strengthen the generalizability of family law theory in Indonesia.

This study aims to analyze the legal reasoning (*Ratio Decidendi*) of judges in adjudicating cases concerning the annulment of gifts by heirs through the integration of al-Ghazali's *Maslahah* theory and a gender justice perspective. Specifically, this study evaluates inconsistencies in the application of the one-third limit on assets and the requirement for heirs' consent regarding joint assets. This study makes a theoretical contribution by developing a framework for the protection of economic rights in the gift system, which is often used to avoid predetermined inheritance distribution. The practical contribution of this study includes providing empirical references for judges and legal practitioners in realizing substantive justice for heirs whose absolute rights have been violated. The findings of this study strengthen the generalizability of family law theory in Indonesia by presenting comprehensive data from regions that are not widely represented in the national literature.

METHOD

The author employed normative legal research methodology to identify and conceptualize the applicable legal rules in disputes regarding grant revocation. The research approach encompasses both statutory and jurisprudential approaches through an in-depth analysis of Religious Court decisions. The data used in this study consists of primary data obtained through a review of relevant regulations and legal literature. Primary legal materials consist of authoritative regulations such as the Compilation of Islamic Law, the Indonesia Civil Code, and court rulings that have attained the force of law. Secondary legal materials include legal textbooks, academic journals, and previous research discussing the issues of gifts and the rights of heirs. Tertiary legal materials include legal dictionaries and encyclopedias that provide guidance on primary and secondary legal materials.

Data collection was carried out through a documentary or literature review of all legal materials relevant to the research topic. The researcher studied, recorded and processed information from relevant articles in order to analyze the issue of the annulment of deeds of gift for inherited land. The data analysis method employed qualitative descriptive techniques to present the research findings in a systematic and logical manner. The researcher applied deductive reasoning to draw conclusions from general legal norms to specific legal facts in cases of gift annulment. This analytical process aimed to produce

a strong legal argument regarding the synchronization of legal certainty and substantive justice in judicial practice. Data processing was directed towards uncovering the judges' Ratio Decidendi in protecting the absolute rights of heirs through the instrument of gift annulment.

RESULT AND DISCUSSION

The Legal Status of Gifts of Undivided Inherited Land under the Compilation of Islamic Law (KHI) and the Indonesia Civil Code (KUH Perdata)

The Indonesian legal system defines a gift as the voluntary transfer of property, without consideration, from one person to another who is still alive, for the purpose of ownership [171g, 219, 491]. The Indonesian Civil Code (KUH Perdata), through Article 1666, defines a gift as an agreement whereby the donor transfers an object for the benefit of the donee free of charge and irrevocably. The Compilation of Islamic Law (KHI) places a gift within the scope of family law (*al-Ahwal asy-Ayahsiyah*), the purpose of which is to realise the principle of mutual assistance (*Ta'awun*) amongst fellow human beings. Both of these regulations recognise a gift as a legal act resulting in the transfer of ownership rights over an object from the donor to the recipient during the donor's lifetime.

The Compilation of Islamic Law sets out the valid requirements for a donor, namely that they must be at least 21 years of age, of sound mind, and acting without coercion. An authentic deed drawn up by a Land Deed Official (PPAT) or a notary can serve as proof of a gift of immovable property such as land. This formally complies with Article 1682 of the Indonesian Civil Code and Article 37 of Government Regulation Number 24 of 1997.

A person is only permitted to inherit assets amounting to a maximum of one-third of their total wealth. This is in accordance with Islamic law, which imposes strict material limitations. As stated in Article 210 paragraph (1) of the Compilation of Islamic Law (KHI), the aim is to protect the absolute rights (*Legitieme Portie*) of heirs so that their share in the inheritance is not lost due to excessive gifts made while the testator is still alive. Gifts made by parents to their biological children, according to Article 211 of the KHI, can be considered as part of the inheritance to ensure a fair distribution of assets among all siblings. The revocation of gifts is, in principle, prohibited by law; however, the KHI provides a specific exception for gifts from parents to children, which may still be revoked for the benefit of the family.

Land classified as inherited property that has not yet been legally divided amongst the heirs cannot be unilaterally gifted by any party. The Compilation of Islamic Law and the Compilation of Sharia Economic Law (KHES) stipulate that the gifted property must be the full legal property of the donor at the time the contract is concluded. Any legal act concerning joint

property or partnership assets without the consent of all family members constitutes a defect in both the subjective and objective aspects of the agreement. If the inherited land is donated without the consent of all the other heirs, the deed of donation is classified as an unlawful act that may be annulled by a ruling of the Religious Court.

Analysis of Judges’ Ratios Decidendi in Judgments Annulling Deeds of Gift of Inherited Land

Based on various sources (previous research), data has been obtained regarding the analysis of judgments annulling deeds of gift of inherited land, as illustrated in the table below:

Table 1. Analysis of Judgments Annulling Deeds of Gift in the Religious Courts

No	Case Number	Subject Matter of the Dispute	Ratio Decidendi (Legal Rationale)	References
1	601/Pdt.G/2020/PA.Tnk	2.1 hectares of agricultural land	The subject of the gift is estate property that has not yet been legally divided and is gifted unilaterally without the consent of all heirs.	Rachmavian ti & Abdullah (2025)
2	1050/Pdt.G/2018/PA.SELONG	16,000 m ² of garden land	The gift declaration is a private document (not a notarised deed) and the subject matter retains the status of undivided estate property.	Samuel & Lyanthi (2023)
3	1353/Pdt.G/2020/PA.Mdn	Join Property (<i>Gono-gini</i>)	Legal action regarding partnership property must be based on the agreement of all partners in	Harahap (2023)

				accordance with Article 1069 of Ahkam al-Adillah.	
4	324/Pdt.G/2010/PA.Kdr	964 permanent house	m ²	The donor is not the full legal owner of the subject matter (undivided joint property) and the amount exceeds the 1/3 limit of the estate.	Syuhada (2019)
5	282/Pdt.G/2019/PA.Crp	Land Buildings	and	There is a defect in the subject matter (<i>Ghalath</i>) because the land is still subject to a bank guarantee and the grant of the gift exceeds the maximum limit of one-third of the assets.	Novianturi & Martinelli (2021)
6	597/Pdt.G/2021/PA.Mrs	Land Buildings	and	Claim Rejected: The gift process has fulfilled the essential elements and valid conditions according to KHES and is based on the good faith of the parties.	Sumantri et al. (2022)

Judges consistently annul authentic deeds of gift where it is proven that they infringe upon the absolute rights of heirs or where the gifted property is not the full legal property of the donor. This legal consideration aims to ensure substantive justice and prevent harm in the form of future family discord.

In their research, Rachmacianti and Abdullah demonstrated that the annulment of the deed of gift for 2.1 hectares of agricultural land was based on the Tanjung Karang Religious Court's decision, Decision No. 601/Pdt.G/2020/PA. This was because the assets were part of the testator's estate and had not been legally distributed to the heirs (Rachmavianti &

Abdullah, 2025). The ruling of the Selong Religious Court No. 1050/Pdt.G/2018/PA.SELONG also annulled the gift of a 16,000 m² orchard plot because the deed of gift was made only orally and in private without an authentic deed (Samuel & Lyanthi, 2023). The judge ruled that this action contravened the requirement for the use of a notarised deed for immovable property as stipulated in Article 1682 of the Indonesian Civil Code (Samuel & Lyanthi, 2023).

The ruling of the Medan Religious Court No. 1353/Pdt.G/2020/PA.Mdn granted the application to annul the gift, as the subject of the dispute was joint property (*Gono-Gini*) that had been gifted without the consent of the plaintiff's spouse or heirs (Harahap, 2023). The panel of judges applied Article 35(1) and Article 36(1) of Law No. 1 of 1974 to affirm that any legal action regarding joint property must be based on the agreement of all members of the partnership (Harahap, 2023). The Kediri Religious Court, in Judgment No. 324/Pdt.G/2010/PA.Kdr, annulled the gift of a permanent house to an adopted child on similar grounds, namely that the object of the gift was part of joint property that had not yet been legally divided (Syuhada, 2019). The judge provided the Ratio Decidendi that the donor was not the full legal owner of the gifted object; consequently, the deed of gift was declared invalid under the Compilation of Islamic Law (Syuhada, 2019).

The Curup Religious Court, through Judgment No. 282/Pdt.G/2019/PA.Crp, annulled the deed of gift because a defect in the object was found in the form of an error or *Ghalath* (Novianturi & Martinelli, 2021). The object of the gift, consisting of land and buildings, was legally still encumbered as collateral for a debt owed to a bank and could therefore not be fully gifted by the donor (Novianturi & Martinelli, 2021). The judge also stated that the gifting of all these assets violated the provisions of Article 210 of the Compilation of Islamic Law regarding the maximum limit of one-third of the estate (Novianturi & Martinelli, 2021). This act of gifting was deemed to infringe upon the absolute rights of the other heirs and to disregard the principle of fair distribution of assets within the family (Novianturi & Martinelli, 2021).

The panel of judges at the Semarang Religious Court dismissed the action for the annulment of a gift in Judgment No. 597/Pdt.G/2021/PA.Mrs (Sumantri et al., 2022). The judges decided that the process of transferring rights through a gift had fulfilled all the important elements and legal requirements in accordance with the provisions of Articles 692, 693, and 694 of the Compilation of Sharia Economic Law (Sumantri et al., 2022). The judge's reasoning was based on the material evidence presented in court, which demonstrated the good faith of the parties and the absence of any element of fraud in the transaction (Sumantri et al., 2022). This ruling indicates that the judge maintains the binding force of the deed of gift provided that all formal and substantive procedures are proven to have been carried out lawfully in

accordance with the regulations (Sumantri et al., 2022).

The Harmonisation of Legal Certainty and Substantive Justice from the Perspective of the Theory of *Maslahah*

The judge's legal views in a case concerning the annulment of a deed of gift of inherited land disclose a mechanism for synchronizing the demands of legal certainty and the necessity of substantive justice from *Maqasid Syariah* perspective. According to Article 1682 of the Indonesian Civil Code and Article 37 of Government Regulation No. 24 of 1997, authentic deeds prepared by a Public Notary or a Notary Public have full probative power. However, the judges' panel has repeatedly declined to view the formality of such actions as an unbreakable barrier to substantive examination. The Judgment of the Tanjung Karang Religious Court No. 601/Pdt.G/2020/PA.Tnk and the Judgment of the Medan Religious Court No. 1353/Pdt.G/2020/PA. Mdn explicitly revoked the genuine gift deed after determining that the gift's object was undivided estate property and joint property transferred without the approval of all *Syirkah* members (Rachmavianti & Abdullah, 2025; Harahap, 2023). This legal action confirms that the parameters of a deed's validity extend beyond the fulfillment of the formal requirements for its creation, but rather to the material validity of the object and the parties' legal capacity.

According to Al-Ghazali's theory of *Maslahah*, judges should prioritize the protection of property (*Hifz Mal*) and the protection of offspring (*Hifz Nasl*) within a hierarchy of values that allows procedural factors to be disregarded when they truly do harm. An operational expression of *Hifz Mal* that is both preventive and remedial in nature is the annulment of a deed of gift pertaining to inherited land, which is done without the approval of all heirs. In order to prevent unilateral measures that deny legitimate heirs their economic rights, especially their absolute rights (*Legitieme Portie*) protected by Article 210(1) of the Compilation of Islamic Law (KHI), the panel of judges safeguards the estate's existence. After determining that the gifted property was still covered by a bank debt guarantee and that the gift exceeded the one-third limit of the estate, the court in Curup Religious Court Judgment No. 282/Pdt.G/2019/PA.Crp canceled the gift (Novianturi & Martinelli, 2021). This decision demonstrates that *Hifz Mal* is more than just protecting the amount of assets; it also entails making sure the ownership is free from any concealed legal obligations that can endanger the recipient or other heirs.

Protecting the integrity of the family's social structure from the risk of disintegration brought on by the unequal distribution of assets is how the idea of maintaining the family line is expressed. A gift that ignores the rights of other heirs—especially female heirs, who are more susceptible to social exclusion—carries the potentially disastrous risk of protracted conflict and the breakup of family bonds. The gift of a permanent home to an adopted child was revoked by the Kediri Religious Court's ruling No.

324/Pdt.G/2010/PA.Kdr because the gift's object was part of undivided joint property, meaning the giver lacked full right to transfer it (Syuhada, 2019). The preservation of the economic rights of all the deceased's descendants, regardless of gender, takes precedence over the deed's formal validity. In order to protect the public interest of intergenerational harmony, the court avoids the harm of denying certain heirs—who are, after all, members of the deceased's immediate family—their inheritance rights.

The Semarang Religious Court's decision No. 597/Pdt.G/2021/PA.Mrs. clearly demonstrates this synchronization process. According to Sumantri et al. (2022), the panel of judges rejected the demand for the annulment of the gift since it was demonstrated that the transfer of rights process satisfied all necessary conditions and legal criteria under Articles 692 to 694 of the KHES and was founded on the parties' good faith. This refusal upholds that the legal certainty of an authentic deed is completely supported when no material errors are identified that violate the heirs' fundamental rights, without in any way demonstrating a disrespect for substantive fairness. As long as the deed does not contravene the public interest principle, synchronization is achieved by the judges' recognition of the deed's binding force as a sign of legal certainty. On the other hand, in order to preserve substantive justice, the court brings an authentic deed into the domain of annulment when it is demonstrated to be a tool of legal circumvention intended to disrespect the absolute rights of heirs or to go beyond the bounds of the legal subject's authority.

Maslahah is positioned as both a bridge and a filter in balancing two poles of legal ideals that are frequently seen as diametrically opposed by the reasoning framework that the panel of judges created throughout this ruling. The legal certainty of genuine deeds is not automatically compromised; rather, it is examined using the criteria of *Hifz Mal* and *Hifz Nasl* to see whether there is a harm that jeopardizes family peace and economic rights underlying the fulfillment of formalities. The Religious Courts of Tanjung Karang, Medan, Kediri, and Curup's combined annulment of gift deeds confirms that substantive justice serves as the basis for formal legitimacy rather than as an adversary that undermines it. This argument is supported by the Selong Religious Court's ruling No. 1050/Pdt.G/2018/PA. SELONG, which annuls a gift made only orally and in private. In this way, the lack of an authentic deed actually makes it easier for the judge to restore the heirs' rights without having to choose between formal certainty and substantive justice (Samuel & Lyanthi, 2023).

Within al-Ghazali's framework, the *Maqasid al-Sharia* principle teaches that when a higher-ranking public interest clashes with a lower-ranking one, the higher-ranking one must prevail. The legal certainty of authentic deeds represents a *Maslahah Hajiyyat* (secondary need) that supports the orderly administration of land, whilst the protection of the absolute rights of heirs and

the prevention of family division occupy the level of *Maslahah Dharuriyyat* (primary need) as they concern the existence of property and the continuity of blood ties. The judge applied the *Fiqh* principle of *Dar' al-Mafasid* muqaddam 'ala Jalb al-Masalih (preventing harm takes precedence over seeking benefit) by annulling the deed of gift which, although procedurally valid, in fact caused harm in the form of the loss of inheritance rights and family conflict. This judicial action demonstrates that the judge does not confine themselves to a textual understanding of formal provisions, but delves into the spirit of the Sharia, which seeks to protect the five essential pillars of human life (*al-Dharuriyyat al-Khams*). The balance between legal certainty and substantive justice in these rulings is achieved when the judge uses *Maslahah* as the benchmark to determine when formalities should be upheld and when they must be set aside for the sake of a greater public interest.

Legal Implications of the Annulment of a Deed of Gift on the Ownership Status of the Gifted Property

The annulment of a deed of gift by the court results in a fundamental legal consequence, namely the restoration of the disputed property to its original status as it was prior to the gift transaction taking place. The Decision of the Tanjung Karang Religious Court No. 601/Pdt.G/2020/PA.Tnk explicitly states that the 2.1-hectare agricultural land that was the subject of the gift reverts to the status of the deceased's estate, which has not yet been divided amongst the lawful heirs (Rachmavianti & Abdullah, 2025). This court ruling upholds the annulment's invalid *ab initio* status, which means that the gift deed is considered to have never existed in the first place and, as a result, never resulted in a legitimate transfer of ownership rights to the donee. Medan Religious Court Decision No. 1353/Pdt.G/2020/PA.By stating that the gift's object, which is joint property, returns to the estate, Mdn employs a similar interpretation. The distribution of this property must be resolved through the legal processes of inheritance or the division of joint property first (Harahap, 2023). Following the annulment, the object's legal status must be decided collectively by all *Syirkah* members or heirs in accordance with their respective shares using either a settlement agreement or the *Faraid* laws.

The fundamental idea that a party that obtains rights from an unlawful source cannot achieve full protection of title serves as the foundation for the legal ramifications for the recipient of a gift. The recipient of Kediri Religious Court Decision No. 324/Pdt.G/2010/PA.After the panel of judges determined that the donor was not the property's sole legal owner, Kdr lost the right to the provided permanent home (Syuhada, 2019). The contested property must be returned to the legitimate heirs by the donee in a vacant and unencumbered form. The provisions of Article 1365 of the Indonesian Civil Code concerning unlawful activities provide protection for a bona fide grantee, enabling the grantee to file a claim for damages against the donor directly for the material

losses incurred as a result of the revocation. The grantor who committed a legally flawed conduct is now personally liable for this reparation rather than the estate. In addition to offering a route to justice for the grantee who is shown to have been ignorant of the property's flaw, this division of liability guarantees that third-party claims against the estate won't impede the restoration of the heirs' rights.

The ruling of the Curup Religious Court No. 282/Pdt.G/2019/PA.Crp presents a more complex set of implications because the annulment is based on two cumulative grounds, namely the breach of the maximum limit of one-third of the estate and the existence of assets still subject to debt security (Novianturi & Martinelli, 2021). The bestowed property does not immediately return in full to the estate when annulment takes place due to exceeding the one-third limit as stated in Article 210(1) of the Compilation of Islamic Law (KHI). The judges' panel may decide that the donee still legally owns one-third of the piece, with the remaining two-thirds going back to the estate to be divided among the heirs. To accurately determine the fraction exceeding the maximum limit, this mechanism's implementation necessitates unambiguous proof of the donor's assets' total value at the time of the transaction. The judge may order the gifted property to be sold at auction and then divide the revenues according to the predetermined proportions if it is physically indivisible. Imposing a compensation duty on the donee to give the heirs the value of the excess portion without having to give up the actual item is another option.

When constructing these legal ramifications, protection for people other than the contesting parties is very important. Depending on the state of land registration and good faith at the time of acquisition, third parties that get rights from the grantee—whether by sale and purchase, lease, or encumbrance of a security interest—face legal dangers. Third parties that get rights from a registered rights holder in good faith and who have met the legitimate prerequisites for the acquisition of rights are protected by Indonesian land law's system of negative publishing with a positive tendency. However, the basis of the grantee's ownership is retrospectively removed by a ruling annulling the gift, which deems the gift deed null and void. As a result, the grantee's subsequent legal actions lose their legal foundation. In certain situations, the grantee acting as a seller or grantor of a security interest may be sued by a third party for damages on the basis of tort or breach of contract.

The ruling of the Selong Religious Court No. 1050/Pdt.G/2018/PA.SELONG adds a further layer of protection for grantees who hold possession of the property on the basis of a private statement (Samuel & Lyanthi, 2023). The revocation of the gift in this case does not deprive the donee of the right to bring a counterclaim for maintenance costs and the increase in the value of the property during the period of possession, based on the principle of the prohibition of unjust enrichment (*Onrechtmatige*

Verrijking) as provided for in Article 1359 of the Indonesian Civil Code. The panel of judges may order compensation to be paid by the heirs to the grantee as a condition prior to the execution of the return of the property. This principle maintains a balance between the restoration of the heirs' rights and the protection of the grantee who has, in fact, incurred productive costs to maintain or enhance the economic value of the disputed property.

All heirs have equal legal standing as joint owners (*Mede-Eigendom*) of the undivided estate after the deed of gift is revoked. According to the Islamic legal principle of *Syirkah al-Milk* and the stipulations of Article 1471 of the Indonesian Civil Code concerning the invalidity of the sale and purchase of another person's property, any legal action pertaining to the property requires the unanimous permission of all heirs. The creation of this status ensures that no heir may unilaterally dispose of the property or assert exclusive ownership without running the same risk of annulment later on. In the examined cases, the Religious Courts have regularly mandated that the parties either file separate inheritance claims to achieve a definitive assessment of each party's share or negotiate the estate partition through family consultation. This legal consequence supports the annulment of a deed of gift's preventive role as a tool that not only reinstates rights that have been violated but also stops broader inheritance disputes between the legitimate heirs from getting worse.

CONCLUSION

This study concludes that the mechanism for annulling deeds of gift relating to undivided inherited land in the Religious Courts is based on the legal construction that, as the object of the gift still has the status of *Tirkah* and has not yet become the full property of the donor, the deed of gift lacks the objective requirements for validity, rendering the legal act null and void. The judges' *Ratio Decidendi* consistently prioritises the protection of the absolute rights (*Legitieme Portie*) of the heirs over the formalities of an authentic deed, citing defects in the object (*Ghalath*) and the absence of consent from all heirs as the fundamental grounds for annulment. The harmonisation of legal certainty and substantive justice is achieved through the application of al-Ghazali's theory of *Maslahah*, which places the protection of property (*hifz Mal*) and the protection of offspring (*Hifz Nasl*) as the highest hierarchy of values, so that authentic deeds which undermine the justice of inheritance distribution and exceed the one-third limit of the estate are corrected to prevent the harm of family division. The legal implications of the annulment decision restore the status of the object to the undivided estate and provide proportional protection for bona fide third parties through a route of compensation outside the estate. This finding reinforces the general principles of Indonesian family law by demonstrating that the Religious Courts regard substantive justice as the primary criterion in assessing the validity of legal acts of gift, whilst also affirming the preventive function of annulment as a

corrective measure to safeguard the economic rights of all heirs without gender discrimination.

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