

Research Article

# Legal Protection for Heirs in a Dispute Over a Shophouse Sale and Purchase Agreement

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**Abstract.** Basically, heirs have the same legal position as the testator in agreement disputes, including sale and purchase agreements made before the testator dies. However, in practice, there is often a discrepancy between the legal provisions and their implementation, especially when there is a conflict between the heirs and third parties. This can be seen in the dispute between Baniyamin as the buyer and the heirs of Muhammad Husen, where the shophouse sale and purchase agreement ended with a default on the part of the seller, so that the responsibility to provide compensation was imposed on the heirs. This research aims to analyse the legal position of the heirs in a dispute over a sale and purchase agreement involving the heir's estate and the form of legal protection that should be given to the heirs. This research uses normative juridical research and case study approach. Data analysis uses a qualitative method. The results show that the position of the heirs is found in the *saisine* principle in Article 833 of the Civil Code, the rights and obligations of the testator automatically pass to the heirs. The legal protection of heirs is regulated in Articles 833, 1045, and 1100 of the Civil Code, which provide the right to inheritance with debt responsibility limited to the value of the inheritance and the right to refuse harmful inheritance.

**Keywords:** Legal Protection; Heirs; Sale; Purchase Agreement; Shophouse

## 1. Introduction

One form of legal relationship that is commonly carried out by the community is a sale and purchase transaction. The agreement formed between the parties in the transaction creates an obligation, which obliges each party to carry out the rights and obligations as agreed in the agreement. A sale and purchase agreement is one of the forms of engagement that commonly occurs in the life of the community, and is legally binding for the parties involved in it (Sufirman Rahman, et al, 2023).

The agreement formed between the parties in the sale and purchase transaction creates an obligation, which obliges each party to carry out the rights and obligations as agreed in the agreement. An obligation is an inseparable consequence of the legal relationship between the parties who bind themselves to each other in an agreement or in order to fulfil other legal interests. The concept of an obligation is regulated in detail in the Civil Code, specifically in Article 1233, which states that an obligation arises from an agreement or by law (J. Satrio, 2001).

The obligation arising from the agreement of the parties is also reinforced by Article 1313 of the Civil Code, which states that 'an agreement is an act in which one or more parties bind themselves to one or more parties'. In practice, a sale and purchase agreement is a form of legal relationship that is most often carried out by the community because it is directly related to the fulfilment of life's needs and daily economic activities. In this agreement, the parties are bound by an agreement to mutually fulfil the rights and obligations that have been legally agreed upon.

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needs and daily economic activities. In this agreement, the parties are bound by an agreement to mutually fulfil the rights and obligations that have been legally agreed upon. Agreements made in society usually occur because of the business interests of the parties, agreements have an important position because they give birth to rights and obligations for both parties and make the basis for settlement if a dispute arises in the future with the aim that the interests of the parties are guaranteed, protected, obtain legal certainty and justice.

According to Subekti, an agreement is defined as an event in which one person promises to another party or two people promise each other to carry out a matter. In line with this, Sudikno Mertokusumo defines an agreement as a contractual legal relationship between two or more parties, which has legal consequences for the parties involved (Sudikno, 2008).

In a sale and purchase agreement, the parties are required to exercise good faith so that all stages of the transaction process can take place smoothly and not harm one of the parties. This is in accordance with the provisions of Article 1338 paragraph (3) of the Civil Code (KUH Perdata) which states that every agreement must be carried out in good faith. This provision emphasises the importance of honesty and sincerity in carrying out the obligations agreed upon by the parties. Good faith in the agreement is divided into two, namely subjective good faith which refers to the honesty of the parties, and objective good faith which is based on standards of propriety and fairness (Subekti, 2014).

In reality, a person's good faith is difficult to ascertain because it relates to inner conditions that cannot be measured outwardly. As a result, if one party does not fulfil its obligations (performance), it can cause harm to the other party and can be considered an unlawful act, which in civil law is known as default. Default is an act of breaking promises that occurs due to the implementation of obligations that are not in accordance with the contents of the agreement, late or improperly carried out (Ahmadi Miru, 2007).

In the Civil Code, default is regulated by referring to four main elements, namely: the existence of a valid agreement between the parties; one of the parties breaks the promise or is declared negligent; the non-fulfilment of obligations as agreed; and the incurrence of losses for the other party as a result of the negligence (Purwahid Patrik, 1999).

However, problems arise when one of the parties to the sale and purchase agreement dies before his obligations are fully fulfilled. This often causes legal uncertainty, especially for buyers or sellers who still depend on the implementation of the agreement. When the implementation of the agreement cannot be continued directly by the party who made it, the need arises for a legal mechanism that can ensure the continuation of the rights and obligations of the parties in a fair and proportional manner.

In this context, the position of the heir becomes very important. Based on the provisions of Article 833 of the Civil Code, the heirs automatically obtain all the rights and obligations of the testator from the time the testator dies. This means that all obligations that have not been settled by the testator will be transferred to the heirs, including in the event of default or unsettled disputes. This transfer often raises legal dilemmas, especially when the heirs have no knowledge or involvement in the disputed agreement (Muladi, 2013).

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In a case involving Baniyamin as the buyer and Muhammad Husen as the seller, there was a default in the binding of the sale and purchase agreement of a shop house. This default arose when the seller failed to deliver the object of sale and purchase as agreed in the agreement. As a result, the buyer suffered a loss because he did not get his rights in the form of a shophouse unit which was the main object in the agreement. The sale and purchase agreement itself was made in writing and stipulated that the payment would be made non-cash or in stages, so that the rights and obligations of each party were clearly stated in the official document.

After the maturity of the completion of the shophouse construction, it was agreed in the agreement and became the deadline for the seller to hand over the object of sale and purchase to the buyer. However, when the time came, the buyer did not get the shophouse unit that was his right. This clearly showed that the seller had defaulted because he did not fulfil his obligations in accordance with the contents of the agreement. The situation became more complicated when in 2023, the seller passed away without fulfilling his obligations or giving

the buyer the right to the shop unit. This incident raises legal issues related to the buyer's unfulfilled rights and the obligations of the seller's heirs in resolving the problem.

Because their rights were not fulfilled and the losses suffered were quite significant, the buyer then filed a claim with the seller's heirs to be responsible for the default that had been committed. The buyer requested that the heirs provide compensation in the form of compensation as a form of restoration of rights and losses that have been suffered.

This transfer of responsibility often causes polemics, especially if the heirs are not fully aware of the contents and existence of the agreement made by the testator, or if the agreement is not written in a clear written form. In many cases, third parties feel entitled to demand the performance of obligations to the heirs, while the heirs themselves feel they do not have the capacity or intention to continue an agreement that was not made by them. This creates legal vulnerability for the heirs, which can lead to claims for damages or other obligations, even though they were not personally involved in the original agreement.

People generally do not have an adequate understanding of the right to refuse or accept inheritance with certain conditions (beneficiary), so they often automatically accept inheritance along with all obligations without considering the legal impact. On the other hand, legal protection of heirs in disputes over sale and purchase agreements is still not optimal because not all dispute resolution mechanisms provide room for the defence of heirs' rights fairly (Peter Mahmud Marzuki, 2014).

## 2. Research Method

In conducting research, accurate data is needed, both primary data and secondary data. In order to obtain the data required for this writing that meets the requirements, both quality and quantity, certain research methods are used. The research method in this writing is a normative juridical method, where normative juridical research is legal research carried out by researching library materials or secondary data (Soerjono Soekanto & Sri Pamudji, 2011). Based on the background above, the problem formulation in this research focuses on legal protection for heirs in a dispute over a shophouse sale and purchase agreement.

## 3. Results and Discussion

### The Legal Position of Heirs in a Dispute over a Sale and Purchase Agreement Involving the Heir's Estate

The determination of juridical heirs has been expressly regulated in the legal system applicable in Indonesia. Regulations regarding inheritance are not only intended to provide legal certainty to interested parties, but also as an instrument to ensure the creation of justice in legal relationships that arise, including in the context of business relationships or other economic interests. Heirs legally have the position to continue the position of the testator, including taking over all rights and obligations attached to the inherited property.

Heirs, as defined in the prevailing laws and regulations in Indonesia, are individuals who are legally entitled to receive inheritance from the testator. This right is granted based on provisions that have been formally regulated in the national legal system. Referring to Article 832 of the Civil Code, heirs are family members who have a legal blood relationship with the testator. This confirms that legal blood ties are the main basis in determining a person as an heir according to civil law, except in certain cases specifically determined by law (Subekti, 2004).

The heir is the person who will replace the testator in his position towards the inheritance and is given the legal right to receive the assets and obligations left by the testator. The transfer of inheritance or property from the testator to the heir occurs after the testator dies. The transfer of rights to the property automatically creates rights and obligations for the heirs related to the inheritance. For example, in a case where the seller who dies in 2023 still has debts due to default in the shophouse sale and purchase agreement with the buyer, then all debts and obligations are the responsibility of the heirs to settle.

In general, heirs have a number of obligations that must be fulfilled in relation to the inheritance left by the testator. These obligations include keeping the inheritance intact and well preserved before the division process is carried out. In addition, heirs are obliged to distribute the inheritance fairly in accordance with applicable legal provisions. If the testator leaves debts, then the heirs are responsible for paying off all these obligations. Finally, if there is a will made by the testator, the heirs are also obliged to carry out the contents of the will in accordance with the will of the testator.

According to the provisions of inheritance law contained in the Civil Code (KUHPerdata), the heirs assume responsibility for the entire estate left by the deceased testator. This responsibility includes both assets and liabilities, which means that all debts and receivables of the testator are also part of the inheritance that must be received and settled by the heirs.

Article 833 of the Civil Code states that the heirs automatically acquire ownership of all goods, rights, and receivables belonging to the deceased. In addition, Article 1100 of the Civil Code confirms that heirs who have received an inheritance are obliged to bear the payment of debts, testamentary grants, and other burdens proportionally in accordance with the share of inheritance received. This provision confirms that in addition to being entitled to the inheritance, the heirs are also responsible for carrying out the obligations of the testator, including paying off debts that are still attached to the inheritance (Mochtar Kusumaatmadja, 2005).

This provision confirms that heirs not only obtain rights to the inheritance, but are also responsible for the obligations attached to the inheritance. In the context of disputes over sale and purchase agreements involving inherited property, heirs have a significant legal position. They legally become the successor to the rights and obligations of the testator. Thus, if the testator dies before fulfilling the obligations in the sale and purchase agreement, the heirs can be held accountable for carrying out these obligations. This position allows the heirs to be a substitute party in legal disputes that arise, either as a seller or buyer in the agreement being disputed (R. Soeroso, 2010).

### **Legal Protection for Heirs of Disputes over Shophouse Sale and Purchase Agreement**

Legal protection of heirs is regulated in the Civil Code (KUHPerdata), especially Article 833 which states that heirs obtain rights to the inheritance directly from the death of the testator. However, the responsibility of the heirs for the debts of the testator is limited to the value of the inheritance received.

In order to carry out their obligations and rights towards the testator's estate, the law provides space for the heirs to determine their attitude freely and responsibly regarding the acceptance of the inheritance. Article 1045 of the Civil Code expressly states that "No one is obliged to accept the inheritance that falls into his hands". This provision has an important function as legal protection for heirs so that they are not automatically burdened by inheritances that may contain responsibilities or debts that exceed the value of the benefits of the inheritance itself (Eman Suparman, 2014).

The heirs are given the right to exercise the right of reason that allows them to consider all aspects and consequences of accepting the inheritance. This right of thought includes an assessment of the condition of the estate, whether the inheritance is worth accepting or should be rejected, especially if the inheritance contains burdensome burdens, such as large debts or other legal obligations that can harm the heirs.

This principle not only reflects the fairness of the law, but also gives heirs the freedom to make decisions that are most favourable and in accordance with their abilities and conditions. Thus, the acceptance of inheritance is not an absolute obligation that must be accepted by force, but rather a right that can be used wisely. If the heir decides to reject the inheritance, then legally the rights and obligations related to the inheritance will not transfer to him, so he is free from all the consequences that may arise from the inheritance (Wirjono Prodjodikoro, 1981).

Then in Article 1100 of the Civil Code (KUHPerdata) it is clearly stated that the responsibility of an heir for the debts left by the testator is limited only to the amount or value of the inheritance that is actually received by the heir. This means that if a testator leaves a number of debts to third parties, then the heir who replaces his position is not necessarily required to pay off the entire debt using his personal property. The obligation to pay the testator's debt can only be imposed on the heirs to the extent of the value of the inheritance that they obtain through the inheritance process.

This provision provides important and fundamental legal protection for the heirs, especially in situations where they do not know in detail or even at all that the testator has a burden of debts or dependents to third parties. In practice, there are many cases where the heirs only realise the existence of the debt after the inheritance process has taken place, and without the protection provided by Article 1100 of the Civil Code, they could be trapped in a large and detrimental legal liability. With this restriction in place, the law provides a guarantee that the liability for debts should not exceed what is inherited, so that heirs do not

have to sacrifice their personal wealth to pay off financial obligations that are not of their own making (R. Soeroso, 2000).

In principle, this provision also reflects the principles of justice and propriety in inheritance law, because a person should not be held liable for commitments or agreements that he did not make, especially if he inherits not only assets but also risks. Therefore, Article 1100 of the Civil Code serves as a form of preventive and corrective legal protection for heirs, so that they are not burdened with disproportionate responsibility for the inheritance they receive, and so that the inheritance process continues to run within the limits of reasonableness and responsibility that is legally and morally acceptable.

#### 4. Conclusions

The determination of heirs in Indonesia has been expressly regulated in national law to provide legal certainty and justice, including in business matters. Heirs are individuals who are legally entitled to receive and continue the rights and obligations of the testator based on a legal blood relationship, as regulated in the Civil Code, specifically Articles 832 and 833. Heirs not only receive the inheritance (assets), but are also responsible for the debts and liabilities of the testator (liabilities). They are obliged to maintain and divide the inheritance according to the law, pay off the testator's debts, and carry out the contents of the will. In the event of an agreement dispute, the heirs have a legal position as the testator's successor party and can be held accountable for the testator's unsettled obligations.

Legal protection for heirs is regulated in the Civil Code, especially Article 833 and Article 1100. Heirs acquire the right to inheritance from the time the testator dies, but their responsibility for the testator's debts is limited to the value of the inheritance received. Article 1045 of the Civil Code gives heirs the right to refuse inheritance if they feel it is detrimental, so they are not obliged to accept inheritance that contains a large burden or debt. This principle provides freedom and legal protection so that heirs are not burdened with obligations that exceed the benefits of inheritance, and the obligation to pay the testator's debt must not exceed the value of the inheritance received. This reflects the principle of justice so that heirs do not have to bear risks that are not of their own doing.

It is suggested that the unclear status of heirs and the lack of transparency of the testator's debts often lead to disputes and a heavy burden for heirs; therefore, an integrated inheritance administration system, easy inheritance rejection procedures, as well as education and legal assistance are needed so that the rights and obligations of heirs are protected, especially regarding the testator's business obligations.

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