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THE CANCELLATION OF GRANT DEED IN INHERITANCE CASES: CASE STUDIES OF COURT DECISIONS

*Farah Hamdah Rahmawati & Syaifuddin Zuhdi
Universitas Muhammadiyah Surakarta

**Correspondence Email: c100182101@student.ums.ac.id*

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***Abstrak**. This study examines and analyzes grant deed cancellation in inheritance cases based on Decision No. 0492/Pdt.G/2020/PA.Klt. This study uses a normative juridical research method. The data was collected using literature study techniques on primary, secondary, and tertiary legal materials. The collected legal material is then analyzed using qualitative data analysis methods with a statute approach and a case approach which will then conclude the object of the research. The results show that the cancellation of grant deeds in inheritance cases is based on Decision No. 0492/Pdt.G/2020/PA.Klt consists of several of the Judge's considerations. First, Article 211 of the Compilation of Islamic Law regulates that grants from parents to their children can be equalized with inheritance. Second, Article 832 of the Civil Code and Article 174 section (1) of the Compilation of Islamic Law regulates that those entitled to become inheritors are blood-related families. Third, Article 841 and Article 842 of the Civil Code and Article 185 section (1) of the Compilation of Islamic Law regulates the rights transferred from inheritor to substitute inheritor. In addition, the transfer of the right from someone who dies to their inheritor applies automatically because of Allah's provisions in Q.S. An-Nisa' verse 7. Therefore, it is recommended for the plaintiffs and defendant to file a claim for certificate cancellation in the Administrative Courts. Proportionality of inheritance distribution: the defendant gets 3/6 inheritance, and three substitute inheritors each get 1/6 inheritance. Thus, the principle of justice can be felt and implemented by and for inheritance and substitute inheritors.*

Keywords:
Cancellation of Deed;
Grant Deed;
Granting;
Inheritance;
Substitute Inheritors.

INTRODUCTION

Indonesia is a country with indigenous and national diversity, so the law is composed and applies plural. For example, the Compilation of Islamic Law and the Colonial Regulations, Staatsblad Number 23 of 1847 on the *Burgerlijk Wetboek voor Indonesie*/the Civil Code (hereinafter referred to as the Civil Code) as living law among Indonesian citizens. One of the problems that are very closely related between the Compilation of Islamic Law and the Civil Code is the granting case.

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Granting or om niet, which in Dutch is defined as a free gift.[1] In addition, granting or alms, which in the mention of Islam, has the meaning of giving that can increase one's faith and purity because it is based on the relationship between humans and God. The grant itself must have an agreement made while the grantor is still alive, and the grant is given free of charge.[2] The grant is part of the legal agreement and is classified as a gift,[3] based on Article 1666 of the Civil Code, which regulates that:

> *"Granting is an agreement whereby the grantor delivers assets voluntarily, irrevocably, for the benefit of the grantee who accepts such. The law only recognizes granting between people who are still alive."*

Most ulema argues that a grant is an agreement that causes the transfer of assets voluntarily and without compensation that the grantor does while they are still alive to others. Article 171 point g of the Compilation of Islamic Law explains that "*grant is the giving of an object voluntarily and without compensation from one person to another living person to have*." In addition, voluntarily granting means that the grantor provides benefits, and the grantee receives benefits.[4] Granting occurs due to the achievements of the grantee so that they do not need to give rewards in return to the grantor.[5] This condition was also confirmed by Imam Taqiyuddin Abu Bakar Muhammad Al Hushni Al Husaini Ad-Dimasyq.[6] Granting is included in a unilateral agreement.[7] Therefore, the grant cannot be canceled because the grant object has changed hands from the grantor to the grantee. Most ulema argues that there are four pillars of the grant, namely:[8]

1. Grantor (*al-Wahab*) is a subject at least 21 years old, sensible, and the owner of the legal right to the object of the grant.
2. Grantee (*al-Mauhublah*) is every person who receives the object of the grant because of his achievements.
3. Grant Object (*al-Mauhub*) is a maximum of 1/3 of the grantor's assets granted to grantees.
4. Grant Agreement (*Sighat*) is a process in which the grantor is independent and without coercion in granting to the grantee, and there are at least two witnesses.

[1]Sitanggang, T. (2015). Keabsahan Akta Hibah yang Ditandatangani dalam Keadaan Sakit Fisik. *Premise Law Jurnal, 5*, 1-22, p. 1.

[2]Muliana, M. & Khisni, A. (2017). Akibat Hukum Akta Hibah Wasiat yang Melanggar Hak Mutlak Ahli Waris (Legitieme Portie). *Jurnal Akta, 4*(4), p. 740.

[3]Muttaqin, E. B. & Eka, A. A. (2019). Hukum Pembatalan Hibah dari Orang Tua Kepada Anaknya. *Paulus Law Journal, 1*(1), p. 30.

[4]Son, S. H. & Atalim, S. (2018). Analisis Pembatalan Akta Hibah Saham Didasarkan pada Perjanjian Investor yang Telah Dibatalkan (Studi Putusan Kasasi Nomor 2820 K/PDT/2014). *Jurnal Hukum Adigama, 1*(1), p. 3.

[5]Ainita, O. & Bilantiara, D. F. (2011). Tinjauan Yuridis terhadap Perbuatan Melawan Hukum Hibah yang Batal Demi Hukum. *Pakuan Law Review, 7*(1), p. 191.

[6]Suhendi, H. (2014). *Fiqh Muamalah*. Jakarta: PT. Raja Grafindo Persada, p. 43.

[7]Bafadhal, F. (2013). Analisis tentang Hibah dan Korelasinya dengan Kewarisan dan Pembatalan Hibah Menurut Peraturan Perundang-Undangan di Indonesia. *Jurnal Ilmu Hukum Jambi, 4*(1), p. 16.

[8]Malahayati, M., *et al*. (2019). Kekuatan Hukum Akta Hibah untuk Anak Angkat. *Kanun: Jurnal Ilmu Hukum, 21*(2), p. 189.

The four pillars of the grant above are also based on Article 210 of the Compilation of Islamic Law, which regulates that:

(1) A person at least 21 years old, sensible, and without coercion can grant a maximum of 1/3 of his property to another person or institution in the presence of two witnesses to have it.
(2) The granted property must be the right of ownership of the grantor.

Furthermore, granting is regulated in Article 210 to Article 214 of the Compilation of Islamic Law. In addition to granting in the form of an agreement, granting can also be in the form of oral for Muslims as regulated in Q.S. Al-Baqarah verses 282-283.[9] On the other hand, granting can be done by and for anyone as long as it is clear and does not harm certain parties.[10] Therefore, grants cannot be canceled except for grants from parents to children, grants contrary to indigenous law, and grants that do not meet the provisions according to the applicable laws and regulations.[11]

In practice, many grants do not comply with applicable laws and regulations.[12] This condition causes the number of grant cases in Indonesia to increase. The case of cancellation of grant deed at the Klaten Religious Court is one example of the problems referred to in the description above. In this case, the Decision of the Religious Court of Klaten Number 0492/Pdt.G/2020/PA.Klt (hereinafter referred to as the Decision No. 0492/Pdt.G/2020/PA.Klt) contains a case where the granted object is an inheritance object. In addition, the grantor has two sons but does not inherit any of his sons. This condition occurred because the grantor gave his land rights to one of his sons as the defendant. Therefore, the substitute inheritor filed a lawsuit and demanded the grant object as the object inheritance that the grantor had not been inherited as the testator.

There have been several previous studies that have a discussion theme similar to this study. Budify, *et al*., concluded that the grantor has several rights, and the grant object can be canceled if the grantee does not fulfill the obligations specified in the grant deed or other matters, as based on Article 1688 of the Civil Code.[13] Syuhada concluded that the grant could be withdrawn or canceled due to non-fulfillment of one of the requirements for granting according to Islamic law.[14] Hardianti concluded that it is not wrong and violates the rules if the grantor withdraws the object of the

[9]Suisno, S. (2017). Tinjauan Yuridis Normatif Pemberian Hibah dan Akibat Hukum Pembatalan Suatu Hibah Menurut Kompilasi Hukum Islam (KHI) dan Kitab Undang-Undang Hukum Perdata. *Jurnal Independent, 5*(1), p. 17.

[10]Suroso, J. T. (2021). Pembatalan Pemberian Akta Hibah yang Melanggar Legitieme Portie Ditinjau dari Perspektif Hukum Perdata Indonesia. *Wacana Paramarta: Jurnal Ilmu Hukum, 20*(2), p. 47.

[11]Oping, M. S. R. (2017). Pembatalan Hibah Menurut Pasal 1688 Kitab Undang-Undang Hukum Perdata. *Lex Privatum, 5*(7), p. 30.

[12]Almuntazar, M. A., *et al*. (2019). Analisis Yuridis Pemberian dan Pembatalan Akta Hibah Tanah Nomor 590.4/23/2007 Menurut Hukum Perdata dan Kompilasi Hukum Islam. *Suloh: Jurnal Fakultas Hukum Universitas Malikussaleh, 7*(2), p. 16.

[13]Budify, A., *et al*. (2020). Pembatalan Akta Hibah di Pengadilan Negeri Pematangsiantar: Kajian Putusan Nomor 33/Pdt.G/2019/PN.Pms. *SIGn Jurnal Hukum, 2*(1), p. 72.

[14]Syuhada, M. F. (2019). Pembatalan Akta Hibah oleh Ahli Waris Setelah Putusan Pengadilan Agama. *Jurnal Hukum dan Kenotariatan, 3*(2), p. 206.

grant because, based on Article 212 of the Compilation of Islamic Law, it is justified if the grant originates from parents to their children can be canceled.[15] In contrast, this study will discuss the claim of the substitute inheritor who has land rights against the deed grant made by the grantor as the testator.

Based on the description above, this study aims to examine and analyze the cancellation of grant deeds in inheritance cases based on Decision No. 0492/Pdt.G/2020/PA.Klt.

METHOD

This study uses a normative juridical research method to analyze legal problems by referring to and originating from legal norms.[16] In this case, laws and regulations are positive law and court decisions with permanent legal force. The types of data used are legal materials, including:

1. Primary legal materials include Al-Qur'an, Compilation of Islamic Law, the Civil Code, Decision No. 0492/Pdt.G/2020/PA.Klt, and other laws and regulations;
2. Secondary legal materials that explain primary legal include books, articles, and online materials that discuss inheritance and grants; and
3. Tertiary legal materials are legal materials that provide instructions and explanations for primary and secondary legal materials. The tertiary legal material used by the author is the Big Indonesian Dictionary and related legal dictionaries.

The data was collected using literature study techniques on primary, secondary, and tertiary legal materials. The collected legal material is then analyzed using qualitative data analysis methods with a statute approach and a case approach will then conclude the object of the research.[17]

RESULTS AND DISCUSSION

A judge has the main task of deciding a case that has been processed in court. As a judicial process goes, there must be some considerations made by the judges to get a fair decision based on the laws and regulations. The decision results from a statement on the settlement of the case made by the judge in writing and has permanent legal force. Article 1917 of the Civil Code regulates that:

> *"The authority of the legal judgment, which has obtained definite legal force, is only related to the main problem of the subject of the judgment. To be able to use that authority, it shall be required that the case which has been heard shall be the same; that the claim is based on the same grounds; and must invoke by and against the same parties having the same relationship."*

[15]Hardianti, A. S. (2017). Kewenangan Pengadilan Agama dalam Memutus Pembatalan Akta Hibah (Analisis Putusan Mahkamah Agung Nomor: 78 Pk/Ag/2013). *Masalah-Masalah Hukum, 46*(1), p. 78.

[16]Diantha, I. M. P. (2017). *Metodologi Penelitian Hukum Normatif dalam Justifikasi Teori Hukum*. Jakarta: Kencana Prenada Media Group, p. 12.

[17]Qamar, N. & Rezah, F. S. (2020). *Metode Penelitian Hukum: Doktrinal dan Non-Doktrinal*. Makassar: CV. Social Politic Genius (SIGn), pp. 47-48.

The judge's decision is based on consideration of whether or not someone's rights have been violated. In addition, there is an act that violates, there is evidence, and it is adjusted according to the applicable laws and regulations. Apart from being based on juridical provisions, judges also consider accompanied by moral integrity or conscience. So apart from laws and regulations, the judge also considers what he thinks is right under the principles of justice. The considerations made by the judge are described in the decision in the legal considerations section.

A. Types of Approaches to Consideration in Judge Decisions

Judges also use several types of approaches or theories in considering a decision. Mackenzie-Stuart outlines several approaches commonly used by judges, including the following:[18]

1. Balance Approach

   This approach aims to harmonize laws and regulations with the interests of the litigants. In this case, the interests of the plaintiff and the defendant. The interests of the parties also apply to criminal cases, namely the interests of the victim and the defendant. On the other hand, "*actori incumbit probatio, actori onus probandi*" as a proof principle is also a reference in the balance approach. Article 1865 of the Civil Code regulates that:

   > *"Any one who claims to have any right or who refers to a fact to support such right, or who objects to another party's right, is obliged to prove the existence of such right, or such fact."*

   From the above provisions, it can be understood that each party has the right to prove and refute statements related to legal issues that were held in court. The judge will consider the statement of related parties based on at least two pieces of evidence.

2. Institutional and Art Approach

   This approach aims to provide a consideration between cause and effect. Judges must be careful and focused on considering every act of a particular party. In this case, actions that have resulted in harming the rights of others or violations based on laws and regulations.

3. Scientific Approach

   This approach aims to objectify truth based on universal logic on the depth of knowledge of the law and other sciences. So that the judge in his judgment should not be based on instinct, the judge can also present an expert to explain a knowledge related to the case at the trial and strengthen the judge's considerations to be more convincing.

[18]Mackenzie-Stuart, A. J. (1977). *The European Communities and the Rule of Law*. London: Stevens, p. 43.

4. Experience Approach

   This approach aims to consider the consequences based on previous decisions. From that experience, judges will think more about and know the impact of giving current considerations. In addition to experience, judges' considerations can also be seen in their professionalism, ethics, and morals.

5. Ratio Decidendi Approach

   This approach aims to provide ample reasons for each consideration stated in the decision. In addition, the ratio decidendi emphasizes material facts as reasons for consideration. Goodhart describes that the ratio decidendi can be found in material facts, which then become the focal point of the judge in determining the legal basis to decide the case.[19]

6. Wisdom Approach

   This approach aims to provide direction, education, guidance, protection, and opportunities to become great human beings who are beneficial to families, communities, nations, and countries.

From the approaches described above, it becomes a judge's consideration in making decisions in court. As for the case of Decision No. 0492/Pdt.G/2020/PA.Klt is a civil case decision in the Religious Court, so the judge is passive in practice. In this case, the scope of the case is based on the lawsuit and or the main problem of the parties who wish to resolve the dispute through the court.

B. Analysis of the Considerations of Decision No. 0492/Pdt.G/2020/PA.Klt

Judges have several considerations in deciding civil cases: posita (fundamentum petendi), petitum, replik, duplik, and applicable laws and regulations.[20] The judge also pays attention to the parties' rights, the evidence, and the absence of evidence on the object of the disputed grant.[21] Article 14 section (2) of Law of the Republic of Indonesia Number 48 of 2009 on the Judicial Powers (hereinafter referred to as Law No. 48 of 2009) regulates that:

> *"In a deliberation session, each judge must convey written considerations or opinions on the case being examined and become an inseparable part of the decision."*

From the description and provisions above, it can be understood that every judge's considerations and decisions must be transparent and accountable to the broader community. Likewise, in Decision No. 0492/Pdt.G/2020/PA.Klt regarding the case of cancellation of the grant deed. The status and legal subjects that will be

[19]Goodhart, A. L. (1959). The Ratio Decidendi of a Case. *The Modern Law Review, 22*(2), pp. 119-120.
[20]Rahman, S., *et al*. (2020). Efektivitas Pembagian Harta Bersama Pasca Perceraian: Studi Kasus Perkawinan Poligami. *SIGn Jurnal Hukum, 1*(2), p. 108.
[21]Situmeang, P. T. L. C. (2015). Analisis Hukum tentang Pembatalan Hibah (Studi Putusan Pengadilan Agama No: 887/Pdt.G/2009/Pa.Mdn). *Premise Law Jurnal, 12*, p. 14.

discussed based on this decision include:

1. Suto Taruno Tukimin (deceased) as testator and grantor (hereinafter referred to as testator/grantor);
2. Wito Karyono Slamet bin Suto Taruno Tukimin (deceased) as inheritor and plaintiff's parents (hereinafter referred to as inheritor/plaintiff's parent);
3. Ripto Taruno Surip bin Suto Taruno Tukimin as inheritor and defendant (hereinafter referred to as inheritor/defendant);
4. Sumardi bin Wito Karyono Slamet and Sumarni binti Wito Karyono Slamet as substitute inheritor and plaintiff (hereinafter referred to as substitute inheritors/plaintiffs).

The substitute inheritors/plaintiffs registered a lawsuit against the inheritor/defendant on April 3, 2020. In this case, the testator/grantor gave all of his assets to the inheritor/defendant as a grant deed. From the examination process and the facts of the trial, the Judge decided based on the following considerations.

First, the testator/grantor died on August 22, 1991, and has one son who is still alive. At the same time, the testator/grantor has three grandchildren from their first son, who died in 1982.

From the Judge's considerations above, the legal facts ensure that any assets inherited from the testator/grantor become an inheritance for their inheritors. As for those entitled to become inheritors based on Article 832 of the Civil Code and Article 174 section (1) of the Compilation of Islamic Law, blood-related families. Therefore, the inheritor/defendant is the inheritor of the testator/grantor. Meanwhile, the inheritance, which is the right of the inheritor/plaintiff's parent, should be replaced by a substitute inheritors/plaintiffs as regulated in Article 841 and Article 842 of the Civil Code. Satrio stated that substitute inheritors are blood-related families with testator and inheritors.[22] From these provisions and the views of experts, it can be understood that those who have the right to replace the inheritor/plaintiff's parent as inheritors are their bloodlines. In this case, it is his three children (including the two substitute inheritors/plaintiffs). Furthermore, substitute inheritors/plaintiffs are considered to act and have the same or equal rights as the inheritor/defendant.

Second, there is the principle of ijbari and the principle of inheritance due to death based on Islamic inheritance law. The two principles state that if someone dies, there will be a transfer of rights, either material or immaterial, to blood-related families. In this case, blood-related families cannot be denied and refuse their status as substitute inheritors.

From the Judge's considerations above, the legal facts ensure that the principle of ijbari and the principle of inheritance due to death is regulated in

[22]Satrio, J. (1992). *Hukum Waris*. Bandung: PT. Alumni, p. 56.

Article 174 of the Compilation of Islamic Law. The rights transfer from someone who dies to their inheritor applies automatically because Allah's provisions. Q.S. An-Nisa's verse 7 regulates that:[23]

لِلرِّجَالِ نَصِيْبٌ مِّمَّا تَرَكَ الْوَالِدٰنِ وَالْاَقْرَبُوْنَ ۠ وَلِلنِّسَاۤءِ نَصِيْبٌ مِّمَّا تَرَكَ الْوَالِدٰنِ وَالْاَقْرَبُوْنَ مِمَّا قَلَّ مِنْهُ اَوْ كَثُرَ ۗ نَصِيْبًا مَّفْرُوْضًا ۝٧

Lubis & Simanjuntak also argue that the transfer of rights to assets only occurs when the testator has died in Islamic inheritance law.[24] With this principle, it can be concluded that Islamic inheritance law only applies because of death and cannot be carried out while the testator is still alive. In contrast, the gifts the owner can make of the asset during his lifetime are grants and wills.

Third, the testator/grantor who died on August 22, 1991, remains a testator based on the two principles regulated in Article 174 of the Compilation of Islamic Law. At the same time, the testator/grantor has one son who is still alive and has three grandchildren from his first son, who died in 1982.

From the Judge's considerations above, the legal facts ensure that the substitute inheritors/plaintiffs as the grandchild of the testator/grantor are the substitute inheritor that replaces the position of the inheritor/plaintiff's parent. In this case, Article 842 of the Civil Code regulates that:

> *"Substitutions in the legal descending line shall be perpetual. Such substitution shall be admitted in circumstances where all children of the deceased claim the inheritance together with the descendants of a previously deceased child, or where all children of the deceased have predeceased him, and their descendants in varying degrees and of descent."*

Article 185 section (1) of the Compilation of Islamic Law regulates that "*inheritors who die before the testator can be substituted by their children, except those mentioned in Article 173*."

Fourth, the child of the deceased inheritor or the testator's grandson can become a substitute inheritor. However, the existence of the substitute inheritor status is hindered by the hijab-mahjub system. The system is considered not to fulfill a sense of justice and has marginalized the status and position of grandchildren whose father or mother has preceded them. The system has been anticipated and regulated in Article 185 of the Compilation of Islamic Law.

[23]Translations of Q.S. An-Nisa' verse 7: For men is a share of what the parents and close relatives leave, and for women is a share of what the parents and close relatives leave, be it little or much - an obligatory share.

[24]Lubis, S. K. & Simanjuntak, K. (2008). *Hukum Waris Islam (Lengkap & Praktis)*. Jakarta: Sinar Grafika, p. 41.

Fifth, the Judge concluded that the testator/grantor had one inheritor/defendant and three substitute inheritors (substitute inheritors/plaintiffs and one other son from the inheritor/plaintiff's parent).

From the Judge's considerations of the fourth and fifth above, the legal facts ensure that legal actions taken by the testator/grantor with the inheritor/defendant through a grant deed can be assessed as the implementation of the hijab-mahjub system. In this case, the inheritor/defendant does not want to share the inheritance testator with the children of the inheritor/plaintiff's parent. In addition, the substitute inheritors/plaintiffs in their posita do not involve one other son from the inheritor/plaintiff's parent as the substitute inheritor. Therefore, the posita can also be judged as applying the hijab-mahjub system or the plaintiff's lawsuit lacking parties (contains the defect of *plurium litis consortium*). Meanwhile, based on Article 185 of the Compilation of Islamic Law, it is clear that it regulates substitute inheritors.

Sixth, the case is an inheritance case, although in the case it is the cancellation of the grant deed, but there are valid reasons and can be formally justified. In this case, Article 211 of the Compilation of Islamic Law regulates that grants from parents to their children can be equalized with inheritance.

Seventh, the granting made by the testator/grantor only for the inheritor/defendant in the form of a grant deed on January 28, 1983, was considered unfair. In this case, the testator/grantor only grants his assets to one of his children, while his grandchildren from the inheritor/plaintiff's parent do not get a share of the testator/grantor's assets. Therefore, the grant deed must be canceled and returned to its original position as an inheritance asset from the testator/grantor.

From all the Judge's considerations in Decision No. 0492/Pdt.G/2020/PA.Klt, the Judge tried the main problem and decided that:

1. Accept the plaintiff's suit in part.
2. Granting from testator/grantor to inheritor/defendant in the form of grant deed is null by law.
3. The testator/grantor asset was returned to its original position as an inheritance asset.
4. Plaintiff claims other than and the rest are not acceptable;
5. Charge court fees to both parties.

From the judge's decision above, it can be understood that the judge accepted the plaintiff's suit partly because the dispute, in this case, was the cancellation of the grant deed. In this case, the duties and authorities of the Religious Courts, according to Article 49 point d of Law of the Republic of Indonesia Number 3 of 2006 on Amendment to Law Number 7 of 1989 on Religious Courts (hereinafter referred to as Law No. 3 of 2006), regulates that:

> *"Religious courts have the duty and authority to examine, decide, and resolve cases at the first level between Muslim people in the grant field."*

Article 50 section (2) of Law No. 3 of 2006 regulates that:

> *"In the event of a property rights dispute ... whose legal subject is between Muslim people, the object of the dispute shall be decided by the religious court and the case as referred to in Article 49."*

In contrast, from the judge's decision above, it can be understood that the judge is not acceptable plaintiff claims other than the rest because the Klaten Religious Court is not authorized to hear a quo case. The National Land Agency issues land certificates as the State Administration Officer. In this case, the claim for certificate cancellation is the authority of the administrative courts, based on Article 25 section (5) of Law No. 48 of 2009, which regulates that:

> *"The state administrative court has the authority to examine, hear, decide, and resolve state administrative disputes in accordance with the provisions of laws and regulations."*

From all the Judge's considerations and Decision No. 0492/Pdt.G/2020/PA.Klt, the legal facts ensure that the grant deed has been canceled and returned to its original position as an inheritance asset so all inheritors can inherit it proportionally.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion above, it can be concluded that the cancellation of grant deeds in inheritance cases is based on Decision No. 0492/Pdt.G/2020/PA.Klt consists of several of the Judge's considerations. First, Article 211 of the Compilation of Islamic Law regulates that grants from parents to their children can be equalized with inheritance. Second, Article 832 of the Civil Code and Article 174 section (1) of the Compilation of Islamic Law regulates that those entitled to become inheritors are blood-related families. Third, Article 841 and Article 842 of the Civil Code and Article 185 section (1) of the Compilation of Islamic Law regulates the rights transferred from inheritor to substitute inheritor. In addition, the transfer of the right from someone who dies to their inheritor applies automatically because of Allah's provisions in Q.S. An-Nisa' verse 7. Based on the description of these conclusions, it is recommended for the plaintiffs and defendant to file a claim for certificate cancellation in the Administrative Courts. In addition, one other son from the inheritor/plaintiff's parent also has the right to receive the inheritance. Proportionality of inheritance distribution: the defendant gets 3/6 inheritance and three substitute inheritors (substitute inheritors/plaintiffs and one other son from the inheritor/plaintiff's parent) each get 1/6 inheritance. Thus, the principle of justice can be felt and implemented by and for inheritance and substitute inheritors.

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