



JIGE 5 (3) (2024) 2428-2436

JURNAL ILMIAH GLOBAL EDUCATION

ejournal.nusantaraglobal.or.id/index.php/jige

DOI: <https://doi.org/10.55681/jige.v5i3.3402>

Problems of Agreements Under Hand in Land and Building Purchase and Sale Transactions In Makassar City

Salle^{1*}, Mirnawanti¹, Muh. Sahban¹

¹Faculty of Law, Universitas Muslin Indonesia, Makassar, Indonesia

*Corresponding author email: salle.salle@umi.ac.id

Article Info

Article history:

Received September 14, 2024
Approved September 30, 2024

Keywords:

Agreements, Under Hand, Land and Building.

ABSTRACT

This study focuses on the problem of Agreements Under the Hand in Buying and Selling Transactions in Makassar City and the factors that affect the creation of agreements under the hand in various agreements in Makassar City, South Sulawesi Province. The type of research is empirical legal research (nondoctrinal), which is research that observes social phenomena in society, which in this case is the problem of Agreements Under the Hand in Buying and Selling Transactions in the City of Makassar. In addition, it also examines the factors that affect the occurrence of Agreements Under Hand in Land and Building Purchase and Sale Transactions in Makassar City, South Sulawesi Province. The influencing factors are legal awareness factors, economic factors and cultural factors. The results of the study are that the quantity of Agreements Under Hand in Buying and Selling Transactions in Makassar City is still very high and the influencing factors are cultural factors, legal knowledge of the community, economy and factors of interest in the object. The research output is 1) Intellectual Property Rights (IPR), 2) Civil Law Selector Textbooks and Introduction to Treaty Law.

ABSTRAK

Penelitian ini berfokus pada masalah Perjanjian dibawah Tangan dalam Transaksi Jual Beli di Kota Makassar dan faktor-faktor yang mempengaruhi terciptanya perjanjian dibawah tangan dalam berbagai perjanjian di Kota Makassar Provinsi Sulawesi Selatan. Jenis penelitian yang digunakan adalah penelitian hukum empiris (nondoktrinal), yaitu penelitian yang mengamati gejala-gejala sosial yang ada di masyarakat, yang dalam hal ini adalah permasalahan Perjanjian Di Bawah Tangan dalam Transaksi Jual Beli di Kota Makassar. Selain itu juga mengkaji faktor-faktor yang mempengaruhi terjadinya Perjanjian Di Bawah Tangan dalam Transaksi Jual Beli Tanah dan Bangunan di Kota Makassar Provinsi Sulawesi Selatan. Faktor yang mempengaruhi adalah faktor kesadaran hukum, faktor ekonomi dan faktor budaya. Hasil penelitian adalah kuantitas Akad Di Bawah Tangan dalam Transaksi Jual Beli di Kota Makassar masih sangat tinggi dan faktor yang mempengaruhinya adalah faktor budaya, pengetahuan hukum masyarakat, perekonomian dan faktor kepentingan terhadap benda tersebut. Luaran penelitiannya adalah 1) Hak Kekayaan Intelektual (HAKI), 2) Buku Ajar Pemilih Hukum Perdata dan Pengantar Hukum Perjanjian.

Copyright © 2024, The Author(s).

This is an open access article under the CC-BY-SA license



How to cite: Salle., Mirnawanti., & Sahban, M. (2024). Problems of Agreements Under Hand in Land and Building Purchase and Sale Transactions In Makassar City. Jurnal Ilmiah Global Education, 5(3), 2428-2436. <https://doi.org/10.55681/jige.v5i3.3402>

INTRODUCTION

In the Fourth Alinia of the Preamble to the Constitution of the Republic of Indonesia in 1945, it mandates that the Government of the Unitary State of the Republic of Indonesia protects the entire nation and all of Indonesia's bloodshed, promotes public welfare, educates the nation's life and participates in implementing a world order based on independence, lasting peace and social justice. As an implementation of this mandate, national development is carried out which aims to create a just and prosperous society that always pays attention to the right to livelihood and protection for every citizen within the framework of the Unitary State of the Republic of Indonesia.

In this connection, the Unitary State of the Republic of Indonesia is responsible for protecting the entire nation of Indonesia and all of Indonesia's bloodshed with the aim of providing protection for life and livelihood, including the protection of the rights and obligations of the parties to the Agreement Under the Hand in Buying and Selling Transactions in the City of Makassar. Although the development of legal awareness is very rapid, there are still activities or agreements carried out under the hands of the hand in the sale and purchase of land and buildings that cause consequences, namely the default of the parties.

The existence of agreements under the hand in the sale and purchase of land and buildings has so far caused a lot of defaults for the parties in Makassar City.

Problem Formulation

1. To what extent is the frequency or quantity of agreements under hand in the sale and purchase of land and buildings in Makassar City?
2. What factors affect the occurrence of an agreement under hand in the sale and purchase of land and buildings in Makassar City?

Research Objectives

1. To know, analyze and study and find the frequency or quantity of agreements under hand in the sale and purchase of land and buildings in Makassar City.
2. To know, analyze and study and find out the factors that affect the occurrence of agreements under hand in the sale and purchase of land and buildings in Makassar City.

Usefulness of Research

Each of these studies is expected to be able to provide input on various aspects or to all parties which in general will be beneficial for various groups, both academics and practitioners.

1. Theoretical Uses
 - a. The results of this research are expected to benefit the development of theory in the field of law, especially those related to contract law.
 - b. The results of this research are expected to provide theoretical benefits for academics as a basis for reference in various university tridharma activities, namely specifically in education and research, which are related to the law of agreement.
2. Practical Uses
 - a. As a reference consideration to the drafters of laws and regulations (legal drafters) related to the law of agreements.
 - b. As a legal basis for practitioners (Judges, lawyers and other law enforcers) in handling various cases or cases related to agreements under their hands in the sale and purchase of land and buildings.
 - c. As a matter of juridical consideration for business actors and all circles in providing policies to the parties to the agreements under hand in the sale and purchase of land and buildings.

Research Targets/Outputs

The targets or outputs of the research are as follows:

- 1) Sinta Scientific Journal (Science and Technology Index), which is an indexing journal portal.
- 2) Textbook for Civil Law Selector and Introduction to Treaty Law.

Definition of agreement

In Indonesia's legislation, there are several terms used, namely engagement, agreement, agreement, and memorandum of understanding (MoU). A covenant is an event where a person promises to another person or where two people promise each other to carry out something.

In the law of covenant there are several terms such as Creditor, debtor, achievement, overmacht and juridical along with other terms. Here the compiler wants to explain the terms used in an engagement in the preparation of research as stated above.

In Indonesia legislation, Article 1233 of the Civil Code contains that the source of the engagement, namely because of an agreement or agreement and because of the law. In Dutch terms, it is called obligatio ex contractu and obligatio ex lege. The word covenant is a general word that encompasses the legal acts of people/parties by making an agreement or people/parties not making an agreement but the law regulates that as a result of his actions he causes losses to others, the act has the right to hold him accountable. A covenant is an event where a person promises to another person or where two people promise each other to carry out something.

The agreement is a law for the parties (*pacta sunt servanda*), which in essence the agreement is carried out by the parties, where the terms and conditions in it are agreed upon by the parties because it is a law for the parties which is known as the adagium *Pacta sunt servanda*. *Pacta Sun Servanda* is an agreement between the parties that is outlined in an agreement that has been signed and must be respected, which gives birth to a guide or guidance for the parties to the agreement.

A creditor is a party that has a right to an agreement held with the debtor. In this case, the creditor provides a loan in the form of money or objects to the debtor. Furthermore, the debtor is the party that obtains a credit from a creditor, namely the debtor is included as one of the parties who conducts an agreement transaction with the creditor. Meanwhile, Achievement is an obligation that must be carried out which is the object of an engagement. In Article 1244 of the Criminal Code, the debtor provides about the existence of losses due to the non-implementation of the engagement that occurs due to unforeseen circumstances cannot be accounted for to him, meaning that if there is a default, the debtor in law pays compensation if he cannot prove that the default was caused by unforeseen circumstances or beyond the debtor's ability and is not in a bad situation.

Agreements in Islam can basically be carried out in all actions that can cause legal consequences (causes of the emergence of rights and obligations) for the parties involved. The form of agreement that occurs between the two parties to the agreement depends on the form or type of the object of the agreement being made. For example, agreements in buying and selling transactions (*Bai''*), rent-lease (*Ijarah*), profit sharing (*Mudharabah*), custody of goods (*wadi''ah*), companies (*shirkah*), borrowing and borrowing (*ariyah*), giving (grants), suspension of debts (*kafalah*), *waqf*, wills, work, pawns or peace agreements and so on.

Agreements Under Hand

Definition Per Promise Under Hand

Based on Article 1867 of the Civil Code, adeeddivided into 2 (two) among others, the act under the hand (*onderhands*) and official deeds (*Authentic*). A deed under hand is a deed made not in the presence of a legal official or notary. This deed is made and signed by the parties who make it. If a deed under the hand is not denied by the Parties, then those who acknowledge and do not deny the truth of what is written on the deed under the hand, so that in accordance with article 1857 of the Civil Code, the deed under the hand obtains the same evidentiary power as an Authentic Deed.

Characteristics of Deeds Under the Hand

1. Free format is not standard: The deed under hand is not standard in format so that it is not the same as the output of the authorized official.
2. Officials Who Make Not Legally Appointed: The maker of the deed is under hand because it is made by an official who is not legally appointed.

3. It still has the power of proof as long as it is not denied by the maker.
4. In the event that it must be proven, the proof must also be supplemented with witnesses and other evidence. Therefore, usually in the deed under hand, it is better to include 2 adult witnesses to strengthen the evidence.
5. The place to make it can be anywhere

Types of Deeds Under Hand

1. Deeds under ordinary hands.
2. Waarmerken Deed, is a deed under hand that is made and signed by the parties to be registered with a notary. Because it is only registered, the notary is not responsible for the material/content or signatures of the parties in the documents made by the parties.
3. Deed of Legalization, is a deed under the hands of the parties but its signing is witnessed by or in front of a notary, but the notary is not responsible for the material/content of the document but the notary is only responsible for the signatures of the parties concerned and the date the document is signed.

Difference Between Deed Under Hand and Authentic Deed

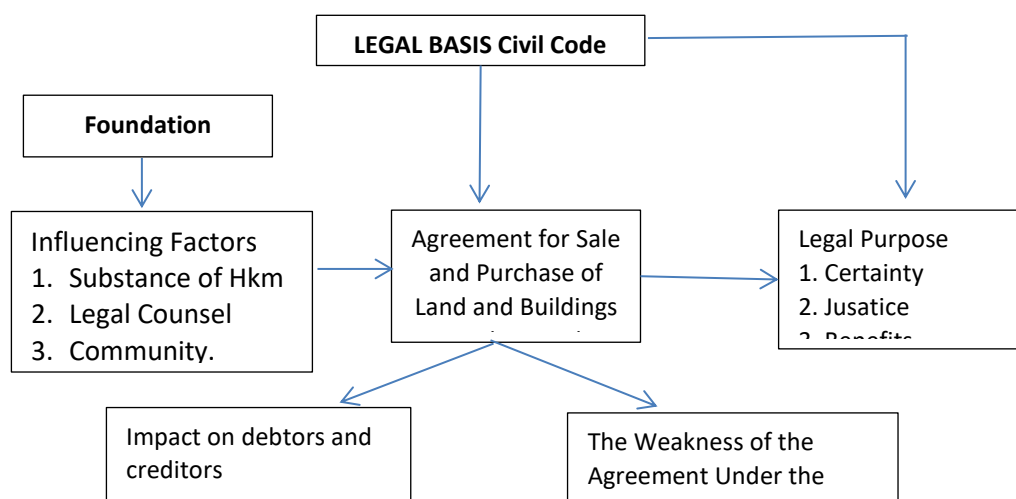
Both the deed under hand and the authentic deed is a deed made under the law and in the presence of officials or authorities in the place where the deed is made. Of course, this authentic deed is made using a standard format and can be used as proof of a strong and valid agreement in the eyes of the law. Examples include birth certificates, marriage certificates, notary deeds, or deeds that transport agreements between the two parties whose contents are in accordance with the principle of freedom of contract.

Meanwhile, the deed or letter under hand is non-standard, and in its manufacture, it does not need to be in the presence of an official who is authorized in his field or who is legally appointed. The deed under hand requires witnesses to strengthen the proof, this is useful so that no party can deny the existence of the deed and legal act easily later.

Legal Force of Deed Under Hand

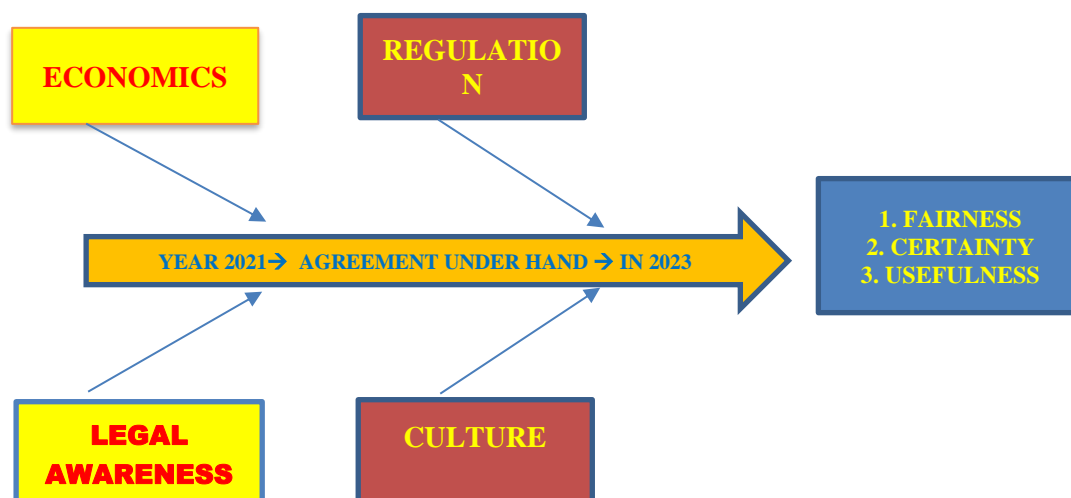
Because of its non-standard nature, the deed under hand does have quite weak legal force. However, basically any agreement made in writing between the two parties can be used as evidence. Whether or not the agreement is valid goes back to the terms and conditions made at the beginning. Therefore, in making a deed under hand, it is very important to be accompanied by witnesses to strengthen the evidence later. All matters related to the legal conditions of this deed agreement are regulated in Article 1320 of the Civil Code.

CONCEPTUAL FRAMEWORK



Research Road Map

The Research Road Map can be presented in the form of Fishbone as follows:



Hypothesis

1. The frequency or quantity of agreements under hand in land and building purchase and sale transactions has increased and in Makassar City is quite high.
2. Factors that affect the occurrence of agreements under hand in land and building purchase and sale transactions have increased and in Makassar City, namely cultural factors, legal awareness factors, economic factors and the existence of interests in objects .

METHODS

Types of Research

The type of research used in this study is empirical law research (Nondoctrinal). Thus, the focus of the research study is the observation of the realization of the agreement under the hand in the purchase and sale transaction in Makassar City, South Sulawesi Province.

Types and Data Sources

As has been stated, this research is more focused on empirical (nondoctrinal) law. As empirical law research, the types of data are as follows:

- a. Primary data, namely data obtained directly from respondents at the research location directly, using a closed questionnaire (Questions and answers are outlined in the questionnaire).
- b. Secondary data is data obtained from related agencies, both government and private agencies, in the form of documents, official reports, statistics containing data that has been processed.

Research Location

The research was conducted in the area of Makassar City, South Sulawesi Province, with the consideration that Makassar City is a barometer of the eastern region of Indonesia. In addition, the frequency of agreements under the hands in buying and selling transactions has increased and in Makassar City there are quite a lot.

Population and Sample

The population of this study is: from middle-class entrepreneurs, middle-class people and from academics in the field of Civil Law and lawyers.

The sample of this study is:

1. Medium entrepreneurs 10 people
2. Middle class 20 people
3. Lawyers 10 people
4. Academics in the field of Civil Law 10 people

The total number of respondents was 50 people.

Data Collection Techniques

Data collection was carried out with an empirical approach, namely by distributing closed questionnaires that were circulated at the research location, then data editing and recapitulation were held. The normative data found will be inventoried using a block note system to be used as an object of study when analysis.

Data Analysis Techniques

The data obtained from the results of the empirical study are analyzed quantitatively using a descriptive method through frequency distribution analysis of primary data, which will then be outlined in various tables or diagrams that contain an overview or explanation of the tendency of the respondents' opinions collectively.

RESULTS AND DISCUSSION

Based on the 2 (two) problem formulations in Chapter II, the following are presented the results of the research described in accordance with the primary data collected through a closed questionnaire.

Frequency or quantity of agreements under hand in the sale and purchase of land and buildings in Makassar City. Table 1 below confirms or explains the frequency or quantity of agreements under hand in the sale and purchase of land and buildings in Makassar City, South Sulawesi Province.

Table 1 Frequency or Quantity of Agreements Under Hands in the Sale and Purchase of Land and Buildings in Makassar City

It	Description	Frequency	Percentage (%)
1	Tall	17	34
2	Keep	25	50
3	Low	8	16
	Sum	50	100

Data Source: *Primary data processing results in 2023*

Listening to Table 1 above, it is clear about the frequency or quantity of agreements under hand in the sale and purchase of land and buildings in Makassar City. The table above confirms that 34% of respondents answered that the quantity of agreements under hand in the sale and purchase of land and buildings in Makassar City is high, and 50% of respondents answered that the quantity of agreements under hand in the sale and purchase of land and buildings in Makassar City is sufficient or moderate. Furthermore, the table above confirms that 16% of respondents answered that the quantity of agreements under hand in the sale and purchase of land and buildings in Makassar City is low.

Furthermore, Table 2 below is presented which confirms or explains the factors that affect the occurrence of agreements under hand in the sale and purchase of land and buildings in Makassar City, South Sulawesi Province.

Factors Affecting the Occurrence of the Agreement Below hand in buying and selling land and buildings in Makassar City

Cultural Factors

Table 2 The Influence of Cultural Factors on the Occurrence of Agreements under the hand in the sale and purchase of land and buildings in Makassar City.

It	Description	Frequency	Percentage (%)
1	Influential	37	74
2	Less Influential	9	18
3	No Effect	4	8
	Sum	50	100

Data Source: *Primary data processing results in 2023*

Table 2 above confirms or explains the influence of cultural factors on the occurrence of underhand agreements in the sale and purchase of land and buildings in Makassar City, South Sulawesi Province.

Listening to Table 2 above, it is clear that 74% of respondents answered that the buada factor has an effect on the occurrence of agreements under the hand in the purchase and sale of land and buildings in Makassar City, and it also appears that 18% of respondents answered that the buaday factor has less effect on the occurrence of agreements under the hand in the purchase and sale of land and buildings in Makassar City. Furthermore, the table above confirms that 8% of respondents answered that cultural factors have no effect on the occurrence of underhand disputes in the purchase and sale of land and buildings in Makassar City.

The following is presented in Table 3 which confirms or explains the influence of legal awareness factors on the occurrence of agreements under hand in the sale and purchase of land and buildings in Makassar City, South Sulawesi Province.

Awareness Factor / Legal Knowledge

Table 3 The Influence of Awareness Factor / Legal Knowledge on the occurrence of agreements under hand in the sale and purchase of land and buildings in Makassar City.

It	Description	Frequency	Percentage (%)
1	Influential	39	78
2	Less Influential	9	18
3	No Effect	2	4
	Sum	50	100

Data Source: Primary data processing results in 2023

Table 3 above confirms or explains the influence of the Awareness/Legal Knowledge factor on the occurrence of agreements under hand in the purchase and sale of land and buildings in Makassar City, South Sulawesi Province.

Listening to Table 3 above, it is clear that 78% of respondents answered that the Awareness/Legal Knowledge Factor has an effect on the occurrence of agreements under hand in the sale and purchase of land and buildings in Makassar City, and it also appears that 18% of respondents answered that the Awareness/Legal Knowledge Factor has little effect on the occurrence of agreements under the hand in buying and selling land and buildings in Makassar City.

Furthermore, the table above confirms that 4% of respondents answered that the Awareness/Legal Knowledge factor has no effect on the occurrence of underhand disputes in the sale and purchase of land and buildings in Makassar City.

The following is Table 4 which confirms or explains the influence of economic factors on the occurrence of agreements under hand in the sale and purchase of land and buildings in Makassar City, South Sulawesi Province.

Community Economic Factors

Table 4 The influence of community economic factors on the occurrence of agreements under the hand in the purchase and sale of land and buildings in Makassar City.

It	Description	Frequency	Percentage (%)
1	Influential	40	80
2	Less Influential	8	16
3	No Effect	2	4
	Sum	50	100

Data Source: Primary data processing results in 2023

Table 4 above confirms or explains the influence of community economic factors on the occurrence of agreements under hand in the sale and purchase of land and buildings in Makassar City, South Sulawesi Province.

Listening to Table 4 above, it is clear that 80% of respondents answered that the community's economic factors have an effect on the occurrence of agreements under hand in the

sale and purchase of land and buildings in Makassar City, and it also appears that 16% of respondents answered that the community's economic factors have little effect on the occurrence of agreements under the hand in buying and selling land and buildings in Makassar City.

Furthermore, the table above confirms that 4% of respondents answered that the community's economic factors have no effect on the occurrence of underhand disputes in the sale and purchase of land and buildings in Makassar City.

The following is Table 5 which confirms or explains the influence of the factor of the interest of transfer on the occurrence of agreements under hand in the sale and purchase of land and buildings in Makassar City, South Sulawesi Province.

Factors of Interest in Object Transfer

Table 4 The Influence of the Factor of the Interest in the Transfer of Objects on the Occurrence of Agreements Under Hands in the Sale and Purchase of Land and Buildings in Makassar City.

It	Description	Frequency	Percentage (%)
1	Influential	35	70
2	Less Influential	10	20
3	No Effect	5	10
	Sum	50	100

Data Source: Primary data processing results in 2023

Table 5 above confirms or explains the influence of the factor of the interest of the transfer of the object on the occurrence of an agreement under the hand in the sale and purchase of land and buildings in Makassar City, South Sulawesi Province.

Listening to Table 5 above, it is clear that 70% of respondents answered that the factor of interest in the transfer of objects has an effect on the occurrence of agreements under the hands in the purchase and sale of land and buildings in Makassar City, and it also appears that 20% of respondents answered that the factor of interest in the transfer of objects has less effect on the occurrence of agreements under the hand in buying and selling land and buildings in Makassar City.

Furthermore, the table above confirms that 10% of respondents answered that the factor of the interest in the transfer of objects has no effect on the occurrence of transactions under the hands of the buyer and wife in the city of Makassar.

CONCLUSION

The frequency or quantity of agreements under hand in land and building purchase and sale transactions has increased and in Makassar City is quite high. Factors that affect the occurrence of agreements under the hands in land and building sales transactions have increased and in Makassar City, namely cultural factors, legal awareness factors, economic factors and factors of interest in the transfer of objects.

SUGGESTION

It is necessary to carry out legal counseling to the community about the procedures for buying and selling land and buildings. It is necessary to supervise every land and building purchase and sale transaction agreement.

REFERENCES

- Abdullatif, A., & Kama, A. Z. (2022). Penyelesaian Sengketa Lelang Hak Tanggungan Pada Akad Pembiayaan Syariah (Analisis Kasus Putusan Pengadilan Agama Makassar Nomor 1848/Pdt. G/2019/PA. Mks. *Journal of Lex Generalis (JLG)*, 3(2), 266-285.
- Alam, A., & Nugroho, A. D. (2023). Pemenuhan Self-Assessment System Dalam Pemungutan Bea Perolehan Hak Atas Tanah dan atau Bangunan Terhadap Jual Beli Tanah dan atau Bangunan di Kota Makassar. *Recital Review*, 5(2), 305-323.

- Anggriyani, K., Erlina, E., & Nurjannah, S. T. (2019). Tinjauan Yuridis Terhadap Jual Beli Tanah Dan Bangunan Yang Dibebeani Hak Tanggungan. *Alauddin Law Development Journal*, 1(1).
- Anis, M., & Anwar, N. (2017). Perlindungan Hukum Bagi Konsumen Atas Pemilikan Rumah Dari Developer di Kota Makassar. *Laa Maisyir: Jurnal Ekonomi Islam*, 4(1).
- Askar, A. (2022). Perlindungan Hukum Terhadap Pembeli Beritikad Baik dalam Penyelesaian Sengketa Hak atas Tanah. *Journal of Lex Theory (JLT)*, 3(1), 16-32.
- Baswedan, T., & Baswedan, T. (2014). Kajian Yuridis Pembatalan Akta Pengikatan Jual Beli (PJB) Tanah yang Dibuat Dihadapan Notaris. *Premise Law Journal*, 4, 14006.
- Firdansyah, F. (2023). Perlindungan Hukum Atas Pengikatan Perjanjian Jual Beli Tanah Yang Belum Bersertifikat di Kota Banda Aceh. *Jurnal Notarius*, 2(1).
- Firdayanti, H. S. M., Hamid, A. H., & Juliati, J. (2023). Analisis Perlindungan Hukum Terhadap Konsumen Dalam Perjanjian Jual Beli Kios Di New Makassar Mall. *Clavia*, 21(2), 255-265.
- Gayo, A. A. (2015). Dinamika Legislasi Hukum Islam: Analisa Atas Upaya Pembentukan Hukum Perikatan Syariah. *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional*, 4(3), 485-499.
- Gibran, M. G., Laksamana, R., & Mujiburohman, D. A. (2022). Keabsahan Jual Beli Di Bawah Tangan Tanah Transmigrasi Di Kabupaten Mamuju Tengah. *Yurispruden: Jurnal Fakultas Hukum Universitas Islam Malang*, 5(1), 1-15.
- Irfan, I., & Pakpahan, E. S. F. (2024). Tinjauan Yuridis Jual Beli Tanah Dengan Bukti Kwitansi (Studi Kasus Putusan Nomor 412/Pdt. G/2021/PN Mks). *Jurnal Review Pendidikan dan Pengajaran (JRPP)*, 7(1), 317-323.
- Lidiyana, M., & Rahayu, M. I. F. (2021). Keabsahan Jual Beli Atas Rumah Dengan Perjanjian Di Bawah Tangan yang Hendak Di Buatkan Akta Jual Beli Tanpa Adanya Pihak Penjual. *Recital Review*, 3(2), 158-174.
- Mutmainnah, A., & Bima, M. R. (2020). Efektivitas Pelaksanaan Tanggung Jawab Notaris. *Kalabbirang Law Journal*, 2(1), 14-29.
- Pakpahan, E. S. F. (2024). TINJAUAN YURIDIS JUAL BELI TANAH DENGAN BUKTI KWITANSI (STUDI KASUS PUTUSAN NOMOR 412/Pdt. G/2021/PN Mks). *JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana*, 6(2), 266-275.
- Silado, A. B., & Syailendra, M. R. (2023). Upaya Hukum Terhadap Perbuatan Wanprestasi dalam Perjanjian Pengikatan Jual Beli Tanah. *UNES Law Review*, 6(2), 5647-5658.
- Sinilele, A. (2019). Perlindungan Konsumen Atas Jual Beli Rumah di Kota Makassar. *El-Iqthisady: Jurnal Hukum Ekonomi Syariah*, 80-93.
- Suardi, D. M. (2021). Tanggung Jawab Developer Dalam Perjanjian Pengikatan Jual Beli Yang Berdasarkan Surat Pesanan Rumah. *Al Qodiri: Jurnal Pendidikan, Sosial dan Keagamaan*, 18(3), 852-857.
- Sumarna, M. I. (2022). Akibat Hukum Terhadap Pembatalan Akta Perjanjian Pengikatan Jual Beli (PPJB) Tanah di Kota Makassar (Studi Kasus Kantor Notaris Kota Makassar). *Maleo Law Journal*, 6(1), 66-78.