

POSITION OF THE DEED OF GRANT WHOSE OBJECT VIOLATES THE ABSOLUTE RIGHTS (LEGITIEME PORTIE) OF THE HEIRS

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ABSTRACT

A living person may give away their property by grant or gift instead of distributing it to their heirs through inheritance. When both the grantor and grantee are still alive, a grant is a legal action that aims to transfer ownership rights that are knowingly transferred to another party. Grants may be made to whoever the grantor chooses, but it must be stated that the grant's terms cannot be harmful to other people. The Burgerlijk Wetboek, or Civil Code, governs these issues. By being careful not to violate the legitimate component (absolute part). Problems with legal protection and legal repercussions for heirs about grants that hurt the absolute portion (Legitieme Portie) of the heirs will occur if they breach the law's restrictions. By looking into secondary data or library resources, the normative juridical research methodology was applied to create this paper. As a result of identifying the absolute portion (Legitieme Portie), as specified in Article 913 of the Civil Code, various provisions in the Civil Code (Burgerlijk Wetboek) have given the heirs legal protection. Then, if the heirs feel wronged by the grant or grant or based on a will or who has passed away, the legal implications of a grant deed that breaches Legitieme Portie be revoked.

Keywords: *grant deed, inheritance law, Legitime Portie*

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INTRODUCTION

Indonesia is a country of law, this is in accordance with the provisions contained in Article 1 paragraph (3) of the 1945 Constitution. This provision emphasizes that all aspects and activities in society, government and the state must be based on law. Law is a reflection of the values that exist in society. In general, there is an opinion that good law, as envisioned by social society, requires rules (law) as a tool. In every social life there will be a difference between behavior and things required by legal rules. There is a situation that cannot be avoided, so that tension arises because there are differences in interests (Soekanto, 2007).

These differences can cause disputes or tension with each other. Disputes or tensions can even occur within a family. Problems that often arise in a family are related to assets, especially in terms of inheritance. Inheritance is a process in which the property or wealth (rights and obligations) of a person who has died transfers ownership rights to the heirs of the person who has died. Provisions for civil inheritance law are regulated in the Civil Code. Inheritance issues arise when someone dies, without someone passing away there will be no discussion of inheritance issues as explained in Article 830 of the Civil Code (Burgerlijk Wetboek).

The principle of inheritance according to the Civil Code (Burgerlijk Wetboek) is through blood relations, this can be seen in the provisions of Article 832 of the Civil Code (Burgerlijk Wetboek) which explains that those entitled to be heirs are blood relatives, either those who are valid according to law or outside of marriage, and the husband or wife who has lived the longest. According to Article 874 of the Civil Code (Burgerlijk Wetboek), all assets inherited from an heir who dies belong to his heirs, unless the heir has legally determined this in a will (testament). What is meant by a will (testament), based on Article 875 of the Civil Code

(Burgerlijk Wetboek) is a deed containing a person's statement about what will happen after death, and which can be withdrawn.

A living person may not distribute his assets to heirs (children, husband/wife, parents) based on inheritance because such a gift can be said to be a gift or gif. The grants themselves have various types, namely as follows (Utami, 2016):

1. Formal grants, namely grants that must be in the form of a Notarial deed regarding immovable goods (except land which must be in the form of a PPAT deed based on the Basic Agrarian Law Number 5 of 1960).
2. Material gifts, namely all gifts based on generosity that benefit the recipient of the gift, and the form is not tied to a particular form.
3. Will grant (legaat), namely a grant regarding items whose ownership rights only transfer to the grantee after the grantor dies.

Based on Article 1666 of the Civil Code (Burgerlijk Wetboek), a gift is an agreement whereby the grantor, during his lifetime, free of charge and irrevocably, hands over an object for the needs of the grantee who accepts the gift. The gift must be made while the donor is still alive and must be done with a Notarial Deed as regulated in Article 1682 of the Civil Code (Burgerlijk Wetboek).

Grant agreements include formal agreements that require a notarial deed or authentic deed. The conditions for the validity of an agreement itself are regulated in Article 1320 of the Civil Code (Burgerlijk Wetboek). A will or gift deed that violates the legitieme portie means that it does not meet certain object requirements or has no cause or cause is not permitted and is considered null and void by law. However, in practice, the Supreme Court created a new rule that a will/testament deed is valid even if it contains a violation of the legitieme portie of the heir, as long as it has not been canceled by the injured heir so that its nature becomes revocable. As happened in Supreme Court Decision Number 1261 K/Pdt/2013. In its considerations, the Panel of Judges thought that the gift/gift of the object of the dispute by Defendant I to Defendant VI which was a legacy was contrary to the legitimacy of Plaintiff's portie, therefore Plaintiff must receive a share of the legacy.

Grants can be given to anyone by the Grantor, but it is important to note that the terms of the grant must not be detrimental to other parties. The heirs of the grantor have the right to obtain legal protection for any assets owned by the grantor. In civil inheritance law, there are provisions on absolute rights for certain heirs to a certain amount of inherited assets or provisions that prohibit this. The absolute right of the heir is called Legitieme Portie.

According to Prof. Subekti, S.H., Legitieme Portie is part of the inheritance which has been determined to be the right of the heirs in line and cannot be erased by the person who left the inheritance (Subekti, 1985). Based on Article 913 of the Civil Code (Burgerlijk Wetboek), Legitieme portie or inheritance part according to law is the part and property that must be given to the heirs in a straight line according to law, in respect of which the person who dies does not may stipulate something, either as a gift between living people or as a will.

The conditions for someone to be able to claim their absolute share (legitime portie) are that they must fulfill the following conditions/criteria (Mauliana & Khisni, 2017):

1. The person must be blood relatives in a straight line up and down. These are what are called Legitimaris. So, in this case, the position of the husband/wife is different from that of the children and parents of the heir. Even though after 1923 Article 852a of the

Civil Code (Burgerlijk Wetboek) equalized the position of husband/wife with children (so that the husband/wife received the same share as the children), the husband/wife was not Legitimate. Likewise, the heir's siblings are not Legitimate. Therefore, wives/husbands and siblings do not have legitimate shares or are called non-legitimate (do not have absolute shares).

2. The person must be an heir according to the law (ab intestato). Seeing these conditions, not all blood relatives in a straight line have the right to an absolute share. Those who own it are only those who are also heirs according to the law (ab intestate).
3. These people, even without considering the testator's will, are heirs by law (ab intestato).
4. Based on these provisions, it can be understood that even though the Grantor/Heir has the freedom to make a gift deed to anyone, the Grantor/Heir still has to pay attention to the absolute rights (legitieme portie) of his heirs. Thus, giving a gift is closely related to inheritance.

It still often happens in society that gifts are made in violation of the heir's absolute share (legitime portie) of their inheritance so that the heir does not get a share of their rights, which ultimately gives rise to demands from other heirs. Public understanding of gifts and inheritance often causes problems. The incompatibility between grant-giving that occurs in the community and the provisions of Legitieme Portie causes legal problems to arise.

Heirs who suffer losses can claim their rights according to the procedures regulated by law. So, from the background above, the author is interested in creating this journal with the title "The Position of Grant Deeds whose Object Violates the Absolute Rights of Heirs (Legitieme Portie)".

METHOD

The type of research used in this writing is normative juridical, which means that this research refers to the analysis of legal norms to find the truth based on scientific logic from the normative side, where research is carried out by examining library materials or secondary data. This research is also called library legal research, namely by studying books, statutory regulations, and other documents related to this research.

The primary legal material used in this research is the Civil Code (Burgerlijk Wetboek). Meanwhile, secondary legal materials are based on theories, concepts, literature, and legal journals related to the legal issues discussed in this research.

The research approach used in this research uses 3 (three) types of approaches, namely:

1. Legislative regulation approach (statute approach),
2. Conceptual approach, and
3. Analytical approach (analytical approach).

RESULTS AND DISCUSSION

Legal protection for heirs regarding grants that harm the absolute rights of heirs (Legitieme Portie)

Legal protection refers to rights recognized and protected by the legal system of a country or jurisdiction. The purpose of legal protection is to ensure that an individual's basic rights and interests are protected from actions that may harm or violate those rights. With legal protection, every individual has the right to obtain justice and legal certainty. According to Setiono, legal

protection is an action or effort to protect society from arbitrary actions by authorities that are not by the rules of law, to create order and tranquility to enable humans to enjoy their dignity as human beings (Rabbani Deden Rafi, 2021).

According to the Big Indonesian Dictionary (KBBI), legal protection is a place of refuge, actions (things and so on) to protect. The linguistic meaning of the word protection has similar elements, namely elements of protective action, and elements of ways of protecting. Thus, the word protects against certain parties by using certain methods.

According to Philipus M. Hadjon, legal protection is the protection of honor and dignity, as well as the recognition of human rights possessed by legal subjects based on legal provisions against arbitrariness. Furthermore, Hadjon classifies two forms of legal protection for the people based on the means, namely (DOKTER & ANWAR, 2022):

- a. Preventive protection, namely the people are allowed to submit their opinions before the government's decision takes a definitive form to prevent disputes from occurring.
- b. repressive protection aims to resolve disputes. Legal protection is a guarantee provided by the state to all parties to be able to exercise their legal rights and interests in their capacity as legal subjects.

From the understanding of legal protection described above, it is very important to know the form of protection provided by law in matters of inheritance, so that heirs receive justice and legal certainty when an inheritance dispute occurs. In the Civil Code (Burgerlijk Wetboek), inheritance law is regulated in Book II concerning Objects. According to the Civil Code (Burgerlijk Wetboek), the right to inherit is the material right to the assets of a person who dies as regulated in Article 582.

The inheritance system adopted by the Civil Code (Burgerlijk Wetboek) is individual-bilateral, meaning that each heir has the right to demand the distribution of inheritance and obtain the share that is his right, both inheritance from his father and inheritance from his mother. The existence of the right for heirs to claim their share of inheritance shows that the nature of inheritance regulated in the Civil Code (Burgerlijk Wetboek) is individual. However, an agreement can be made not to carry out the separation (division) of the inherited assets for 5 (five) years, and each time that period is exceeded it can be renewed (Article 1066 paragraph (3) and paragraph (4) of the Civil Code (Burgerlijk Wetboek)) (Djaja S. Meliala, 2007).

Inheritance law is a provision that regulates the transfer of assets (rights and obligations) from someone who dies to one or more people. Another definition, Inheritance Law is all legal regulations that regulate the assets of someone who dies, namely regarding the transfer of these assets, and the consequences for those who acquire them, both in relationships between them and with third parties. From this definition, several terms can be recognized, namely (Djaja S. Meliala, 2007):

- a. Heir: a person who dies and leaves assets to another person.
- b. Heirs: people who are entitled to inherited assets.
- c. Inherited assets: wealth left behind in the form of assets and liabilities (boedel).
- d. Inheritance: the process of transferring a person's assets (rights and obligations) to his heirs.

From the above definition, one of the elements in which inheritance occurs is the existence of an heir, namely a person who dies. Based on this, a person who is still alive cannot distribute

his assets to his heirs based on inheritance, because gifts made while he is still alive can be said to be gifts.

A gift is a gift of an object voluntarily and without compensation from someone to another person who is still alive to own. Article 1666 of the Civil Code (Burgerlijk Wetboek) explains that (Anshori, 2018):

“Gift is an agreement in which a donor hands over an item free of charge, without being able to withdraw it, for the benefit of the person who receives the gift. The law only recognizes gifts between living people.”

According to civil law, gifts consist of two, namely gifts and testamentary gifts. Both grants provide an asset from the Grantor to the Grantee. The Civil Code (Burgerlijk Wetboek) regulates testamentary gifts as stated in Article 957 of the Civil Code (Burgerlijk Wetboek) which explains that:

“A testamentary gift is a special assignment, where the testator gives to one or several people certain items, or all items and certain types; for example, all movable or fixed assets, or usufructuary rights over some or all of the goods.”

Based on Article 957 of the Civil Code (Burgerlijk Wetboek), one of the heir's rights can arise before the inheritance is opened, so that before he dies the heir has the right to state his will in a will (testament). The definition of a will is the gift of an object from the testator to another person or institution which will take effect after the testator dies (Notaria et al., 2020).

When giving a gift, it must be done with a Notarial Deed as regulated in Article 1682 of the Civil Code (Burgerlijk Wetboek) which states that no gift except as intended in Article 1687 can be done without a Notarial Deed, the minut (original document) must be kept at Notary and if this is not done then the gift is invalid. Article 1688 of the Civil Code (Burgerlijk Wetboek) states that a gift cannot be revoked and therefore cannot be canceled, except in the following cases:

- a. if the conditions of the gift are not fulfilled by the recipient of the gift;
- b. if the person given the gift is guilty of committing or participating in the commission of an attempted murder or other crime against the person of the donor;
- c. if the donor falls into poverty and the donor refuses to provide for him.

Article 1688 states that a gift cannot be revoked or canceled, then, Article 1676 explains that everyone can give and receive gifts except those who are declared by law to be incapable of doing so. Based on Article 1676, the grantor has freedom in terms of making a gift deed and to whom the gift is given, however, the Civil Code (Burgerlijk Wetboek) has regulated the absolute share (Legitieme Portie) of heirs as legal protection for their inheritance rights so that they do not disadvantaged.

The heir, as the owner of the property, has the absolute right to arrange whatever he wishes regarding his property. Heirs who have absolute rights to an unavailable part of the inheritance are called legitimate heirs. Meanwhile, the part that is not available from the inheritance which is the right of the legitimate heirs is called Legitieme Portie.

Legitieme portie or part of inheritance according to law is part and property that must be given to the heirs in a straight line according to law, in respect of which the person who dies may not assign anything, either as a gift between living people as a will as regulated in Article 913 of the Civil Code (Burgerlijk Wetboek). Based on Article 913, the heir has an absolute

share that must be fulfilled and the heir cannot determine anything that could harm the heir's absolute share, including in the form of a gift.

Heirs are family members of a deceased person who replace the position of heir in the field of wealth law due to the death of the testator (WATI, 2021). According to the Civil Code (Burgerlijk Wetboek) the classification of heirs is divided into the following:

- a. The first group, namely children and their descendants in a straight line downwards. Starting in 1935, the inheritance rights of the longest surviving husband or wife were equated with those of a legitimate child (Article 852a of the Civil Code (Burgerlijk Wetboek)).
- b. The second group is, parents and siblings of the heir; In principle, the parent's share is equal to the share of the heir's siblings, but there is a guarantee that the parent's share cannot be less than a quarter of the inheritance.
- c. The third group, Article 853 and Article 854 of the Civil Code (Burgerlijk Wetboek), if there is no goal. First and goal. Second, the inheritance must be divided into two (kloving), half for the paternal grandparents, and the other half for the maternal grandparents.
- d. Fourth group, the heir's relatives in the line diverge to the sixth degree.

Based on Article 913, it can be interpreted that to have the right to Legitieme Portie, the heir must be a blood relative in a straight line. In this case, the position of husband/wife is different from children, husband/wife are not in a straight line downwards, they are in a line to the side. Therefore, the wife/husband does not have a legitimate portie. Provisions regarding Legitieme Portie are regulated in Article 914 of the Civil Code (Burgerlijk Wetboek) as follows:

"In a straight line downwards, if the inheritor only leaves behind the only legitimate child, then the absolute share consists of half of the inheritance, which the child in the inheritance should have received. If he leaves behind two children, then each of them has an absolute share in the inheritance. If three or more children are left behind, then three-quarters is the absolute share of what each of them should inherit in inheritance. In the term child, this also includes all of his descendants, in whatever degree, however, these latter are only counted as replacements for the child whom they represent in the inheritance of the person who inherits it."

Based on this article, it can be described as follows:

- a. If there is only one legitimate child, then the legitieme portie amount is $\frac{1}{2}$ of the actual share that will be obtained as an heir according to law.
- b. If there are two legitimate children, then the amount of legitieme portie is $\frac{2}{3}$ of the portion that can be obtained as heirs according to the provisions of the law.
- c. If there are three or more legitimate children, then the amount of legitieme portie is $\frac{3}{4}$ of the portion that will be obtained by the heir according to the provisions of the law.

From the explanation of this article, it can be seen the absolute parts of the heirs. then the Civil Code (Burgerlijk Wetboek) regulates the absolute size of the heir's share which cannot be reduced and regarding the heir's obligations. The heir's obligations in question are restrictions on his rights as determined by law. The heir must pay attention to the existence of a legitieme portie, namely a certain part of the inheritance that cannot be written off by the person leaving the inheritance (Marthianus, 2019).

Therefore, a person who gives a gift may make a gift to anyone voluntarily while taking into account that the amount of property to be given must not harm the absolute share (legitimate portion) of the heir, this is also by the provisions of Article 881 paragraph (2) The Civil Code (Burgerlijk Wetboek) states that by appointing an heir or providing such a gift, the heir may not harm his heirs who are entitled to an absolute share. The purpose of the law in regulating the provisions of legitieme portie is to prevent and provide legal protection for heirs from the heir's actions that benefit other people.

Legal Consequences of a Grant Deed that Affects the Absolute Rights of the Heirs (Legitieme Portie)

According to Soeroso, a legal consequence is an event that arises from a cause, namely an action carried out by a legal subject, whether an action that is by the law or an action that is not by the law. In other words, a legal consequence is the result of a legal act and a legal act is every action of a legal subject whose consequences are regulated by law. These consequences can be considered to be the will of the person carrying out the act. So that a consequence is caused by law for actions carried out by legal subjects (Marzuki & Sh, 2021; Soeroso, 2017).

It is clearer that legal consequences are all the consequences that occur from all legal actions carried out by legal subjects against legal objects or other consequences caused by certain events that the law in question has determined or considered as legal consequences (Is & S HI, 2017; Tutik, 2006).

Based on the definition above, legal consequences are a term used to refer to the consequences or results of actions or events involving legal actions. The act of gift is a legal act that is realized by the existence of a deed or gift agreement. Grant agreements include formal agreements that require a notarial deed or authentic deed so that it can be said that this notarial deed or authentic deed is an absolute requirement for the existence of a deed or grant agreement. The conditions for the validity of an agreement are regulated in Article 1320 of the Civil Code (Burgerlijk Wetboek), namely:

- a. the agreement that binds them;
- b. the ability to create an agreement;
- c. a particular subject matter;
- d. a reason that is not forbidden.

The function of a gift deed is apart from being a condition for stating the existence of a legal act, it is also a means of proving that an agreement has been entered into. The requirement to make a gift deed (authentically) is strengthened by the provisions of Article 1682 of the Civil Code (Burgerlijk Wetboek).

Referring to Article 1666, a gift is a voluntary gift of an object. In this case, it means that the existence of a gift agreement creates an agreement as intended in Article 1234 of the Civil Code (Burgerlijk Wetboek), that the agreement is intended to give something, to do something, or not to do something.

If the deed of gift violates the legitime portie or absolute part, it will give rise to legal consequences but it depends on the legitimary's attitude, namely if the legitimary can simply accept the facts without suing the court or filing a lawsuit in court regarding his absolute part. A testamentary gift deed functions as a person's last wish to another person regarding their inheritance. In this way, disputes between heirs can be avoided.

A gift deed is a form of agreement as intended in Article 1320 of the Civil Code (Burgerlijk Wetboek). An agreement that does not meet the legal requirements as regulated in Article 1320 of the Civil Code (Burgerlijk Wetboek), both subjective and objective requirements will have the following consequences (Suryono, 2014):

- a. Non-existence if there is no agreement then no agreement arises
- b. Vernietigbaar or can be cancelled, if the agreement was born because of a defect of will (wilsgebreke) or because of incompetence (onbekwaamheid). Article 1320 conditions 1 and 2, means that this is related to subjective conditions so that the contract can be canceled.
- c. Nietig or null and void by law, if there is an agreement that does not fulfill certain object requirements or does not have a cause or the cause is not permitted (Article 1320 paragraphs 2 and 4), this means that this is related to the objective elements, so the result is that the agreement is null and void by law.

In written law, referring to the explanation and provisions in Article 1320 of the Civil Code (Burgerlijk Wetboek), a will or gift deed that violates the legitieme portie is considered "null and void" by itself and is deemed to have no binding force from the start. However, in practice, the Supreme Court created a new rule that a deed of will/testament gift is valid even if it contains a violation of the legitieme portie of the heir, as long as it has not been canceled by the injured heir so that its nature is no longer "null and void" but becomes "cancelable" In this way, the deed remains valid as long as it is not disputed by the heirs. And every provision taken by the heirs regarding the legitieme portie is subject to the provisions of Article 920 of the Civil Code (Burgerlijk Wetboek) (Mauliana & Khisni, 2017), and therefore remains valid until the legitimaris challenges it. However, Article 920 of the Civil Code (Burgerlijk Wetboek) regulates that:

"Gifts or bequests, whether between living persons or by will, which are detrimental to the legitime portion of the inheritance, may be reduced at the time the inheritance is opened, but only at the request of the legitimaries and their heirs or their successors. However, the legitimaries shall not enjoy any deduction for their losses owed to the testator."

Referring to the formulation of Article 920 of the Civil Code (Burgerlijk Wetboek), if the gift is made to the heirs but it turns out to violate the provisions of the existing absolute section, then the heirs who receive the gift will be subject to withholding of the testamentary gift or incorruption if it is proven to have violated the provisions absolute part. However, if the gift is given to other than the heirs, then it is natural that the assets given must be returned to the heirs without any interruption.

As for how to calculate the size of the absolute share, you must pay attention to the provisions of Article 916 a of the Civil Code (Burgerlijk Wetboek). According to the provisions of this article, if there are absolute heirs and non-absolute heirs, the gift must not violate the absolute provisions specified. Determining the absolute share without taking into account the existence of heirs is not absolute. If the gift exceeds the absolute portion determined without taking into account non-absolute heirs, the excess can be claimed back by the absolute heirs (Mauliana & Khisni, 2017).

The provisions resulting from the cancellation of an agreement are regulated in Article 1451 of the Civil Code (Burgerlijk Wetboek), namely regarding returning to the original position as it was before the agreement occurred. Based on Article 921 of the Civil Code (Burgerlijk

Wetboek), the amount of the absolute or legitimate portion is calculated as follows (Paendong & Perdata, 2021; Sanafiah, 2022):

- a. Calculating all grants that have been given by the testator during his lifetime, including grants given to one or other absolute or legitimate heirs;
- b. This amount is added to existing inherited assets;
- c. Then, deduct the heir's debts;
- d. From the results of the addition and subtraction above, the absolute or legitimate share of the absolute heir or legitimacy who claims his share is then calculated.

Basically, in implementing the gift itself, when there is a division of inheritance, the thing that needs to be done is to carry out the gift itself by Article 958 of the Civil Code (Burgerlijk Wetboek). Then, a new calculation is carried out on the legitime portie of the legitime heirs, if there is a violation/shortcoming of the legitime portie of the legitime heirs then, it is necessary to incort/withhold the non-legitimate heirs and then if there are still deficiencies then incorting is carried out again / deductions from third parties as grant recipients

CONCLUSION

Based on the results and discussion described above, it can be concluded that the Deed of Grant is a form of something as intended in Article 1320 of the Civil Code (Burgerlijk Wetboek). The position of a Deed of Grant whose object violates the absolute rights of the Heirs (Legitime Portie) is null and void (Nietig) if it refers to the written legal provisions in Article 1320 of the Civil Code (Burgerlijk Wetboek). However, in practice, the Supreme Court created a new rule whereby a gift deed can be canceled (Vernietigbaar). The Civil Code (Burgerlijk Wetboek) has provided legal protection to heirs, by stipulating that the absolute share of heirs must be given to the heirs in a straight line according to the law as regulated in Article 913 of the Civil Code (Burgerlijk Wetboek), where the heir may not designate something, either as a gift between living people or as a will. This is in line with the provisions of Article 881 paragraph (2) of the Civil Code (Burgerlijk Wetboek) that by appointing an heir or providing a gift, the heir may not harm the heirs who are entitled to an absolute share. Then the legal consequences of the gift deed which are detrimental to Legitime Portie's heirs depend on the heirs' attitude towards this matter. As long as the heirs do not dispute this, the gift deed will remain valid. However, referring to Article 920 of the Civil Code (Burgerlijk Wetboek), if the heirs feel that they have been disadvantaged by a gift or bequest, whether between those who are still alive or by a will, then the heirs can file a claim for cancellation of the gift to the court.

REFERENCES

- Anshori, A. G. (2018). Filsafat Hukum Hibah dan Wasiat di Indonesia. In *Gadjah Mada University*.
- Djaja S. Meliala. (2007). Perkembangan hukum perdata tentang orang dan hukum keluarga. In *book*.
- Dokter, T., & ANWAR, Y. (2022). Perlindungan Hukum Pidana Terhadap Korban. *Core. Ac.Uk*, 6(2).
- Is, M. S., & S HI, M. H. (2017). *Pengantar ilmu hukum*. Kencana.

- Marthianus, W. S. (2019). Kedudukan Legitime Portie dalam Hal Pemberian Hibah Wasiat Berdasarkan Hukum Waris Burgerlijk Wetboek. *Notaire*, 2(2). <https://doi.org/10.20473/ntr.v2i2.13438>
- Marzuki, P. M., & Sh, M. S. (2021). *Pengantar ilmu hukum*. Prenada Media.
- Mauliana, & Khisni, A. (2017). Akibat Hukum Akta Hibah Wasiat Yang Melanggar Hak Mutlak Ahli Waris (Legitime Portie). *Jurnal Akta*, 4(4).
- Notaria, I., Priandhini, L., & Dewi, R. I. (2020). Akibat Hukum pembatalan Akta Hibah Yang Objeknya Harta Warisan Yang Belum Dibagi Kepada Ahli Waris Dan Melebihi Legitime Portie Berdasarkan Putusan Mahkamah Agung Nomor 2954 K/PDT/2017. *Notaria*, 2(3).
- Paendong, H. K. V, & Perdata, K. U. H. (2021). Hak Ahli Waris Atas Harta Warisan Berdasarkan Testamen (Surat Wasiat) Menurut Kitab Undang-Undang Hukum Perdata. *Lex Privatum*, 9(1).
- Rabbani Deden Rafi (Universitas Padjadjaran). (2021). Supremasi Hukum. *Jurnal Supremasi Hukum*, 11(1).
- Sanafiah, F. (2022). Studi Komparatif tentang Warisan Ahli Waris dalam Kandungan Menurut Hukum Islam dan Kitab Undang-Undang Hukum Perdata (KUH Perdata). *JiIP - Jurnal Ilmiah Ilmu Pendidikan*, 5(9). <https://doi.org/10.54371/jiip.v5i9.980>
- Soekanto, S. (2007). *Penelitian hukum normatif: Suatu tinjauan singkat*. Raja Grafindo Persada.
- Soeroso, R. (2017). *Pengantar Ilmu Hukum, Cet. Kedelapan Belas, Jakarta: Sinar Grafika*.
- Subekti, R. (1985). *Aneka perjanjian. (No Title)*.
- Suryono, L. J. (2014). *Pokok-pokok Hukum Perjanjian Indonesia. Ibnu Teguh Yogyakarta.*
- Tutik, T. T. (2006). *Pengantar ilmu hukum*.
- Utami, D. S. (2016). Akibat Hukum Pemberian Hibah Yang Melebihi Batas Legitime Portie (Analisis Kasus Putusan Pengadilan Negeri Nomor 109/PDT.G/2009/PN.MTR. Mengenai Hibah). *Kajian Hukum Dan Keadilan IUS*, 4(2).
- Wati, A. N. (2021). Kajian Hukum Mengenai Ahli Waris Pengganti Dalam Hukum Waris Islam Dan Hukum Kewarisan Perdata. *Juristic*, 1 No. 1(1).