

Comparative Perspectives on Contract Law in Property Sale and Transfer: Oman and Indonesia

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Abstract

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This research aims to conduct a comparative study of the law of covenants in the sale and purchase and transfer of property ownership in the civil law systems of Oman and Indonesia. The main focus of this study is to identify similarities and differences between the two countries in terms of the legal basis, contractual principles, and formal procedures related to the transfer of property rights. In the Omani legal system, which is influenced by Sharia and civil law, the transfer of property ownership emphasizes notarial formalities and state registration. Meanwhile, Indonesia, with its mixed legal system that combines customary law, Dutch colonial law and modern law, also requires a written agreement as well as registration at the National Land Agency. This research uses normative-comparative research with statutory and conceptual approaches. The data is analyzed qualitatively with comparative legal analysis techniques, to evaluate the practices and principles applicable in both legal systems. The novelty in this study lies in the structural mapping and detailed analysis of the common ground and points of difference between the two systems, particularly in terms of the principle of freedom of contract and the effectiveness of registration as a condition of transferring property rights. The results show that although the two countries have different legal frameworks, there is convergence in the aspects of formality and legal protection for third parties. This study recommends harmonization of contract law principles and more efficient registration of property as well as increased transparency in the process of buying and selling property across jurisdictions.

1. Introduction

Contract law is a cornerstone of Indonesia's civil law system, governing legal relationships between individuals and legal entities in society. The Indonesian Civil Code (KUHPerdata) specifically addresses contracts, particularly in Article 1313, which defines a contract as an act by which one or more persons bind themselves to one or more other persons.¹ This article serves as the legal basis for every transaction and agreement in society, both commercial and non-commercial. Furthermore, Article 1338 paragraph (1) of the KUHPerdata states that all legally formed contracts are binding as law upon those who make them, thus providing legally binding force for the parties involved.² Therefore, understanding contract law is crucial for ensuring legal certainty in all civil relationships. Sales contracts within the Indonesian legal context are also regulated in the KUHPerdata, Article 1457, which

¹ Kamsidah, "Mau Bikin Perjanjian, Yuk Simak Hal-Hal Apa Saja Yang Harus Dipenuhi!," January 30, 2023, <https://www.djkn.kemenkeu.go.id/artikel/baca/15872/Mau-Bikin-Perjanjian-Yuk-Simak-Hal-Hal-Apa-Saja-yang-Harus-Dipenuhi.html>.

² Renata Christha Auli, "Asas-Asas Dalam Pasal 1338 KUH Perdata," December 8, 2023, <https://www.hukumonline.com/klinik/a/asas-asas-dalam-pasal-1338-kuh-perdata-lt6572e2d46785c/>.

states: "A sale is a contract by which one party undertakes to deliver a thing, and the other party undertakes to pay the promised price."³ Sales law contains a consensual element, meaning that the agreement of the parties is sufficient to be binding.⁴ However, in practice, particularly in property sales, formal requirements must be met, such as an authentic deed drawn up by a Land Deed Officer (PPAT).⁵ Registration of land rights with the National Land Agency (Badan Pertanahan Nasional) is an absolute requirement to guarantee legal certainty. This provision reinforces the principle of publicity in property sales.⁶

Oman and Indonesia possess distinct legal backgrounds and strategic interests within their bilateral relations. Oman, a Middle Eastern country, operates under a legal system characterized by a blend of Islamic and civil law traditions.⁷ Indonesia is a pluralistic nation with a continental European influence.⁸ Both countries have formal regulations regarding property sales agreements, but with different legal theoretical bases and approaches. Comparative law, as conceptualized by Zweigert and Kötz (1998), provides a methodological framework to systematically study similarities and differences between legal systems, making the comparative study between Oman and Indonesia both theoretically relevant and practically valuable.

Indonesia employs a mixed legal system (civil law system), influenced by Dutch, customary, and Islamic law.⁹ This legal system establishes the agreement as the basis for the validity of a legal relationship, with binding force like a law for the parties involved (Article 1338 of the Indonesian Civil Code).¹⁰ Oman utilizes a civil law system influenced by Islamic law (Sharia) and Egyptian law. Oman has codified its laws, establishing regulations

³ Yustina Dhian Novita and Budi Santoso, "Urgensi Pembaharuan Regulasi Perlindungan Konsumen Di Era Bisnis Digital," *Jurnal Pembangunan Hukum Indonesia* 3, no. 1 (January 30, 2021): 46-58, <https://doi.org/10.14710/JPHI.V3I1.46-58>.

⁴ Levina Valentina Rorimpandey, Wira Franciska, and Gatut Hendrotriwidodo, "Perlindungan Hukum Terhadap Pelaku Usaha Dalam Transaksi Jual Beli Online Pada Tiktok Shop Di Indonesia," *Juris Prudentia: Jurnal Hukum Ekselen* 7, no. 1 (March 1, 2025), <https://journalpedia.com/1/index.php/jhe/article/view/4740>.

⁵ Febrian Febrian, Oktar Hasudungan, and Diana Ria Winanti Napitupulu, "Jual Beli: Bagaimana Jika Transaksi Jual Beli Atas Tanah Tidak Dilakukan Dihadapan Pejabat Pembuat Akta Tanah (PPAT)," *Jurnal Sosial Dan Sains* 5, no. 4 (May 6, 2025): 1017-25, <https://doi.org/10.59188/JURNALSOSAINS.V5I4.32161>.

⁶ Jaminan DI Kebendaan Lembaga Keuangan Konvensional Dan Syariah et al., "Analisis Kritis Dan Sistematis Terhadap Hukum Jaminan Kebendaan Di Lembaga Keuangan Konvensional Dan Syariah," *Jurnal.Mediaakademik.Com* 3, no. 3 (2025): 3031-5220, <https://doi.org/10.62281>.

⁷ Oliver Stevens et al., "Legal 500 Country Comparative Guides 2024 Oman Doing Business In Contributor Addleshaw Goddard," 2024.

⁸ Geofani Milthree Saragih, "Perbandingan Ketatanegaraan Indonesia Dan Inggris Dari Berbagai Aspek (Comparison Of Indonesian And England Constitutions From Various Aspects)," *Jurnal Ilmu Hukum Reusam* 10, no. 2 (November 2022).

⁹ RMJ Sumpena - Jurnal Cahaya Mandalika ISSN 2721 and undefined 2024, "Perbandingan Sistem Hukum Adat Indonesia Dengan Suku Aborigin Australia Dalam Perspektif Pengakuan Hak Ulayat," *Ojs.Cahayamandalika.Com*, accessed May 27, 2025, <https://www.ojs.cahayamandalika.com/index.php/jcm/article/view/3059>.

¹⁰ JB Ginting - The Juris and undefined 2022, "Kekuatan Mengikat Perjanjian Secara Lisan," *Ejournal.Stih-Awanglong.Ac.Id*, accessed May 27, 2025, <http://ejournal.stih-awanglong.ac.id/index.php/juris/article/view/612>.

concerning contracts and property ownership. Omani civil law mandates clear contracts and legalization by official authorities as a form of legal guarantee for property sales agreements.¹¹

In practice, land transactions in Indonesia often face informality issues, especially in rural or peri-urban areas, where land sales occur without involving PPAT or without registration at the BPN. These informal sales, while sometimes based on mutual agreement, are not legally enforceable and increase the risk of disputes due to unclear ownership status or multiple claims on the same parcel. In Oman, a key legal issue arises from the zoning restrictions tied to the Integrated Tourism Complexes (ITCs). These zones are the only legal areas where non-Omani nationals can purchase property under freehold arrangements. However, access to ITCs is tightly controlled by the Ministry of Housing, and not all foreign investors are adequately informed of the restrictions, leading to confusion and contractual disputes (Oman Real Estate Association, 2023). Furthermore, resales outside of designated ITC areas are prohibited for foreigners, which limits market flexibility.

In Indonesia, property sale and purchase agreements generally require execution through a PPAT and registration with the land office in order to acquire legal validity.¹² Under Omani law, property sales transactions must be documented formally through a notary and registered in the national registry system.¹³ Both countries share a similar focus on formality and third-party protection in property transactions. However, the difference lies in the strong religious influence in Oman and the diverse legal system in Indonesia. This process highlights the importance of a robust legal documentation system to guarantee legal certainty of ownership.

Property ownership transfer is governed by Law No. 5 of 1960 concerning Basic Agrarian Principles (Law No. 5/1960). Article 19 of the Law No. 5/1960 stipulates that all land must be registered to ensure legal certainty.¹⁴ Government Regulation No. 24 of 1997 concerning Land Registration further clarifies that the transfer of land rights must be registered with the land office.¹⁵ In Oman, the property transfer process involves state authorities, with the sales deed requiring legalization by a notary and registration in the

¹¹ Khalid Khalfan et al., "International Sale Contract Practices Through the Internet and Influencing Factors: A Comparison between Oman and The International Sale Contract," 2024, <https://doi.org/10.6007/IJARBSS/v14-i1/18255>.

¹² KF Dantes, IGA Hadi - Jurnal Pendidikan, and undefined 2021, "Kekuatan Hukum Akta Jual Beli Yang Dibuat Oleh Camat Dalam Kedudukannya Sebagai Pejabat Pembuat Akta Tanah Sementara (PPATS) Ditinjau Dari Peraturan," *Ejournal.Undiksha.Ac.Id*, accessed May 27, 2025, <https://ejournal.undiksha.ac.id/index.php/JJPP/article/view/40163>.

¹³ The World Bank and International Finance Corporation, *Doing Business 2010 Middle East & North Africa (MENA)*, 1st ed. (United State: The International Bank for Reconstruction and Development / The World Bank, 2010).

¹⁴ E Setiawan et al., "Perlindungan Hukum Terhadap Masyarakat Pengelola Tanah Tanpa Sertifikat Di Desa Malewong Kec. Larompong Selatan Kab. Luwu," *Bajangjournal.Com* 4, no. 12 (2025), <https://bajangjournal.com/index.php/JIRK/article/view/10194>.

¹⁵ Irfan Aditya Semana Akibat Hukum Peralihan Hak Atas Tanah Waris and Akibat Hukum Peralihan Hak Atas Tanah Waris Yang Tidak Didaftarkan Di Kantor Pertanahan Kabupaten Sleman Irfan Aditya Semana, "Akibat Hukum Peralihan Hak Atas Tanah Waris Yang Tidak Didaftarkan Di Kantor Pertanahan Kabupaten Sleman," *Journal.Uii.Ac.Id*, accessed May 27, 2025, <https://journal.uii.ac.id/JON/article/view/26356>.

national land system.¹⁶ Legal certainty and validity of ownership transfer are ensured through notarial systems and public registration.

Several interesting legal issues warrant further study, including how each country structures its agreement systems and validates property ownership transfers. Differences in formality approaches, the legal substance used, and the forms of legal protection afforded to buyers and third parties are key issues. This is important because property sales transactions often lead to disputes due to differing legal interpretations or unclear ownership transfer procedures. Furthermore, the differing legal systems of Oman and Indonesia can serve as material for international civil law development. By comparing both legal systems, solutions and recommendations can be found to strengthen civil law systems in both countries.

While various studies have examined legal issues surrounding property sales agreements and ownership transfers, there remains a lack of comparative analysis between civil law systems that are differently influenced by Islamic law. Most existing literature focuses on either Indonesia or Middle Eastern countries in isolation, often neglecting their interrelation or mutual learning potential. Furthermore, limited attention has been given to how legal formality, third-party protection, and documentation procedures differ in practice. Given Indonesia's mixed legal tradition (civil, Islamic, and customary law) and Oman's Sharia-influenced civil law framework, a comparative study offers new insight into how these traditions navigate property sales agreements. This research fills the gap by systematically mapping procedural and normative differences, assessing their impact on legal certainty and dispute resolution, particularly within the context of globalization and increasing cross-border property transactions.

The following two research questions are formulated based on the above background: how do the civil law systems of Oman and Indonesia influence as primary factors in the regulation of property sales agreements and ownership transfers?; what are the normative and technical similarities and differences in the implementation of property sales and ownership transfers between the two countries?

Previous research has examined legal issues related to contract law in property sales and ownership transfers. Nadia Naim et al. in *Intellectual Property and Innovation: Opportunities and Challenges in the GCC Member States: A Preliminary Introduction* highlights Oman's evolving approach to property and innovation law. While the focus is on intellectual property, the chapter also discusses how Omani legal reforms on land ownership and registration align with broader goals of economic diversification and regulatory modernization. The study emphasizes the legal constraints and opportunities within Oman's property regulation frameworks, particularly as they relate to foreign investor access and compliance with Sharia-based property norms.¹⁷ Delviana Arsyia Nurcahyas research in the *Wahana Pendidikan* Journal examines nominee agreements between Foreign Nationals (WNA) and Indonesian Citizens (WNI) regarding land ownership in Indonesia. The research shows that nominee

¹⁶ Simeon Djankov et al., "Property Rights and Urban Form," *Journals.Uchicago.Edu* 65, no. S1 (February 1, 2022): S35–64, <https://doi.org/10.1086/718854>.

¹⁷ Nadia Naim, Alhanoof AlDebasi, and David Price, eds., *Intellectual Property and Innovation Contemporary Developments in the GCC Member States, The Political Economy of the Middle East* (Singapore: Springer Nature Singapore, 2025), <https://doi.org/10.1007/978-981-96-4020-1>.

agreements are often used to circumvent the prohibition of land ownership by WNA, but this contradicts the Law No. 5/1960. The researcher found that nominee agreements can create legal risks and uncertainty of land rights for both parties. The research recommends firm law enforcement against nominee practices and socialization of regulations concerning land ownership by WNA. Furthermore, the research suggests the need for periodic monitoring and evaluation of regulations to prevent the misuse of nominee agreements.¹⁸ Masud, Nanik Sutarni, and M. Fauza Hidayat's analysis in the Bedah Hukum Journal examines the transfer of land ownership through informal sales agreements and their legal implications. A key focus of this research is identifying and explaining the various legal risks that buyers face when agreements are not formally executed before a PPAT. The research shows that informal land sales lack legal certainty for buyers, and legal consequences still apply if conditions are met.¹⁹

This study aims to compare the Omani and Indonesian civil law systems in regulating property sales agreements and ownership transfers, identify shared and divergent legal issues, and contribute recommendations for enhancing legal protection and transaction certainty. By applying a comparative legal approach, the research provides novel insight into cross-border property sales regulations in systems influenced by civil and Islamic legal traditions. The study's relevance lies not only in its theoretical contribution to comparative law but also in offering practical policy recommendations for improving international property transaction frameworks, particularly in the context of foreign investment and globalization.

2. Methods

This study employs a normative legal research method with a comparative law approach. Oman was selected as a comparison country due to its unique blend of civil and Islamic legal traditions, which contrast and complement Indonesia's pluralistic legal system, thus offering rich grounds for legal comparison. This research type was chosen because the primary focus is on analyzing written legal norms governing property sales agreements and ownership transfers within two distinct legal systems: Indonesia and Oman. Normative research allows for the examination of applicable laws through literature review and legal document analysis. The comparative law approach systematically explores similarities and differences between the two countries in both substantive and procedural aspects. This approach enables the identification of national legal characteristics and common ground for regulatory harmonization.

The comparative law approach used in this study is structured into three main stages, descriptive stage – identifying and describing the relevant legal rules, principles, and practices in both Indonesia and Oman regarding property sales and ownership transfers; analytical Stage – highlighting the similarities and differences between the two systems from both substantive (legal content) and procedural (implementation mechanisms) perspectives; Evaluative Stage – conducting normative evaluation to assess the adequacy and effectiveness of each system, drawing conclusions on best practices, potential harmonization, and legal

¹⁸ Delviana Arsyia Nurcahya, "Sengketa Hukum Perjanjian Nominee Antara WNA Dan WNI Dalam Tanah (Studi Putusan No. 259/Pdt.G/2020/PN. Gin)," *Jurnal Ilmiah Wahana Pendidikan* 10, no. 10 (May 15, 2024), <https://doi.org/https://doi.org/10.5281/zenodo.11395457>.

¹⁹ Jurnal Bedah Hukum, Nanik Sutarni, and M Fauzan Hidayat, "Peralihan Hak Milik Atas Tanah Melalui Perjanjian Jual Beli Di Bawah Tangan Dan Akibat Hukumnya" 6, no. 1 (2022): 75–84.

reform suggestions. This structured comparative methodology ensures that the analysis is systematic rather than merely descriptive, enabling a deeper understanding of how different legal frameworks function and interact in practice.

Data collection was conducted through a literature review, examining various primary and secondary legal sources. Primary legal sources include Indonesian legislation such as the KUHPerdata, Law No. 5/1960, Government Regulation No. 24 of 1997, and Omani legal regulations such as Royal Decree No. 5/81 and the Oman Civil Transactions Law. Academic literature, including books, scientific journals, previous research findings, and official documents from relevant institutions, were also utilized. Secondary legal sources supported the analysis and provided broader perspectives on legal practices. This ensured that the data obtained was relevant and reflected current and applicable legal provisions.

Qualitative data analysis was employed, classifying data based on the legal issues under investigation and then conducting in-depth comparisons between the two legal systems. The collected data was interpreted to reveal the normative content of each legal system and its practical implications. The analysis systematically considered legal principles, contractual principles, and the administration of property ownership transfers. The analytical results were then compiled to formulate an argumentative conclusion supporting the research objectives. This qualitative analysis allowed for limited generalizations and recommendations for more adaptive legal policy formulations.

3. Results and Discussion

3.1. Civil Law Approaches to Sale and Purchase Agreements and Property Ownership Transfer in Oman and Indonesia

Both Indonesia and Oman have unique approaches to property sales agreements and ownership transfers, reflecting the characteristics of their respective legal systems. Indonesia, with its mixed legal system predominantly adopting the Dutch civil law system, regulates property sales agreements in its KUHPerdata, specifically Articles 1457 and following.²⁰ On the other hand, Oman adheres to a legal system that is also based on civil law, but is more influenced by the principles of Islamic law (sharia) in its implementation, especially in the context of buying and selling land and property.²¹ Under Omani law, property transactions are governed by Royal Decree No. 29/2013 (Civil Transactions Law) and regulations from the Ministry of Housing. Both countries emphasize the importance of formality and registration in ownership transfers as legal protection for all parties.

In Oman, Islamic law (*Sharia*) serves not only as an ethical backdrop but also functions as a substantive, normative framework in property contracts. Several core Sharia principles directly affect the validity, structure, and enforceability of these transactions. First, the principle of *gharar* (غَرَار), which prohibits excessive uncertainty, has a critical influence on contractual drafting. Property transactions must clearly define the object of sale, ownership boundaries, and payment conditions—contracts with vague or speculative terms may be

²⁰ NURUL AULIA APRIYANI, "Perlindungan Hukum Bagi Pihak Penjual Terhadap Pihak Yang Melakukan Wanprestasi Dalam Perjanjian Jual Beli Tanah" (Universitas Islam Sultan Agung Semarang, 2024).

²¹ Mohammed bin Mahmood bin Zahir Al Hinai, "Enhancing the Rule of Law in Oman through Judicial Reform: Merging (جَمْع) Ibadi and Western Judicial Thought," June 25, 2019, <https://doi.org/10.17630/10023-17820>.

invalidated. This makes legal precision and transparency a religious and legal necessity. Additionally, the prohibition of riba (رِبَا) disallows interest-based financing structures. Consequently, many property sales and financing agreements in Oman follow Sharia-compliant mechanisms, such as Ijara wa Iqtina (lease-to-own) or Murabaha (cost-plus sale), which reshape the contractual obligations of both the buyer and seller, in contrast to conventional civil contracts.

Another important aspect is the concept of 'adl (justice) and halal (permissibility). Contracts must uphold fairness for all parties and not contain elements that exploit, mislead, or result in unjust enrichment. These principles are not only moral but also carry legal force in Oman's hybrid system. The content and purpose of the contract must be halal, meaning aligned with Islamic values and devoid of prohibited activities or interests. A notary may refuse to register a property transaction if the object, structure, or purpose contradicts these fundamental principles – a practice documented in several real estate law enforcement cases post-2015. Furthermore, Oman recognizes the collective ownership model of waqf (وقف), a form of inalienable religious endowment in which land is dedicated for public benefit. Waqf lands cannot be sold or transferred unless under strict judicial authorization. This creates a unique category of property outside the typical transactional system, governed by distinct rules under Sharia and civil statutes. Therefore, contractual obligations in Oman are not only evaluated based on legal codification but also on their Sharia compliance, which directly affects enforceability.

Thus, in Oman, Sharia principles form part of the legal DNA of property law. Unlike Indonesia, where Islamic values may inform social practice or religious court decisions, in Oman, these principles are integrated into the mainstream contract law framework – impacting everything from object certainty (*gharar*) to financing mechanisms and ethical permissibility (*halal*). This structure provides moral legitimacy and doctrinal uniformity but also demands greater diligence in legal drafting and regulatory compliance.

Fundamental contract law principles such as *consensus ad idem*, *pacta sunt servanda*, *causa*, and formalism are applied differently in Indonesia and Oman. In Indonesia, *consensus ad idem* (mutual agreement) and *pacta sunt servanda* are codified in Articles 1320 and 1338 of the KUHPerdata. The principle of *causa* (legal cause) is formally required, and written formality is mandatory only in specific contracts such as property. In contrast, in Oman, these principles are filtered through Islamic legal values. While mutual agreement (*ijab* and *qabul*) is required, the *causa* must also comply with Sharia legitimacy (i.e., lawful purpose). Formalism is emphasized more strongly, especially for property transactions, which require notarization and state validation as per Royal Decree No. 29/2013, reinforcing the concept of legal certainty (*al-yaqin*) in Islamic jurisprudence. These differences in principle application create divergent legal consequences: in Indonesia, informal agreements may still hold under some conditions, while in Oman, unregistered contracts can be deemed invalid.

Royal Decree No. 29/2013 establishes strict procedures for the legalization, registration, and limitations on foreign ownership. Article 2 of the decree mandates that all property transactions be registered with the competent authority. Article 12 limits foreign ownership to designated areas such as Integrated Tourism Complexes (ITC) and stipulates that such ownership must be accompanied by Ministry of Housing approval. Failure to comply renders

the transaction null and void, reflecting a prophylactic approach to maintain sovereignty and land integrity. Legalization through notarization is also a requirement under Articles 4–6, ensuring that all contracts are valid, verified, and enforceable.

A fundamental difference lies in the religious and cultural aspects that shape how law is enforced in each country. In Oman, Sharia law significantly influences the substance of civil law, including property sales and ownership, making fairness and the legality of transactions paramount considerations.²² Meanwhile, in Indonesia, although some people practice Islamic law in transactions, the national legal system still predominantly uses a secular codification approach, such as the KUHPerdata, although religious courts have limited jurisdiction for inheritance and Islamic-based grants. In terms of property transfer, Oman prohibits foreign ownership in certain areas except in permitted areas such as the ITC²³. Meanwhile, in Indonesia, ownership by foreign citizens is also limited according to statutory regulations.²⁴ This reflects the protection of land sovereignty and national interests through formal law.

Oman imposes restrictions on foreign ownership of property, particularly in strategic and sensitive areas, as part of its national policy to maintain the integrity of land sovereignty. Foreign nationals are only permitted to own property in specific areas, such as ITCs, subject to strict conditions and limitations. ITCs are designated areas open to foreign investment to support the tourism and national economy sectors. This regulation is strictly managed by the government through land authorities, ensuring transparency and legal certainty in transactions. This approach demonstrates a balance between attracting foreign investment and maintaining control over the nation's strategic resources.²⁵

Indonesia also implements similar policies, where foreign nationals are only permitted to hold specific land rights, such as *hak pakai* (right to use), and even under limited conditions. These restrictions are based on national legislation, such as Law No. 5/1960, which stipulates that full ownership of land can only be granted to Indonesian citizens. In practice, foreign nationals can only purchase property units such as apartments built on *hak guna bangunan* (HGB, right to build), with the obligation to officially register their ownership. These limitations serve as a mechanism for the state to control foreign ownership to prevent disruptions to the social and economic stability of the local community. This regulation also reflects the Indonesian legislature's cautious approach to the globalization of the property market.²⁶

²² Thabit Said Salim Al Humaidi and Nasarudin Abdul Rahman, "The Extent To Which The Economic Situation Is Connected By Changes In Legal Systems And Legislation In Oman: Models: The Basic Law Of The State, Trade Law And Corporate Law, Competition Protection And Anti-Trust Law," *IJASOS-International E-Journal of Advances in Social Sciences* 9, no. 25 (April 2023).

²³ Altamimi, "Foreigners' Right to Own Real Estate in Oman | Al Tamimi & Company," Al tamimi & Co., March 2017, <https://www.tamimi.com/law-update-articles/foreigners-right-to-own-real-estate-in-oman/>.

²⁴ FS Layardi, M Huda - Jurnal Hukum, and undefined 2023, "Kajian Yuridis Kepemilikan Warga Negara Asing Terhadap Hak Atas Tanah Yang Diperoleh Dari Harta Bersama," *Ejournal.Penerbitjurnal.Com*, accessed May 27, 2025, <https://ejournal.penerbitjurnal.com/index.php/law/article/download/510/448>.

²⁵ Altamimi, "Foreigners' Right to Own Real Estate in Oman | Al Tamimi & Company."

²⁶ Layardi, Hukum, and 2023, "Kajian Yuridis Kepemilikan Warga Negara Asing Terhadap Hak Atas Tanah Yang Diperoleh Dari Harta Bersama."

In both Oman and Indonesia, restrictions on foreign ownership reflect the core principle of protecting land sovereignty as part of national identity and independence. These policies emphasize that land is not merely an economic commodity but also a strategic asset whose sustainability must be preserved for future generations. Formal law is used as a state instrument to balance economic interests with national sovereignty. By maintaining selective access to property ownership, both countries aim to minimize the exploitation of resources by foreign entities. This approach exemplifies how law functions not only technically but also as a manifestation of nationalistic values and territorial control.

Oman's legal system is more centralized and assertive in defining the boundaries of property transactions.²⁷ On the other hand, Indonesia experiences implementation challenges in the field due to regional autonomy and bureaucratic complexity.²⁸ The property buying and selling process in Oman is regulated centrally through government agencies, with strict administrative requirements, including notarization and approval from relevant authorities.²⁹ Meanwhile, in Indonesia, the buying and selling process can be carried out through a PPAT deed and must be registered with the BPN, but this implementation often experiences obstacles due to differences in legal understanding between the community and field officers.³⁰ While Indonesian contract law is normatively comprehensive, its technical implementation often leads to differing interpretations. Oman, in contrast, possesses a more cohesive legal structure due to minimal fragmentation of authority among institutions.

Legal culture also significantly impacts the effectiveness of property sales and ownership transfer agreements in both countries. Omani society generally exhibits a strong culture of compliance with state regulations and Sharia norms, resulting in greater discipline in adhering to formal procedures. In Indonesia, a more diverse and sometimes less formalized approach to legal compliance can lead to greater variability in practice. This difference in legal culture contributes to the differing levels of efficiency and consistency observed in the implementation of property laws in the two countries.³¹ In Indonesia, legal culture is more complex and diverse, varying across regions and socio-cultural backgrounds. This sometimes results in formal laws being treated as supplementary to unwritten customary laws (*adat*). This leads to inconsistencies in law enforcement, with individuals prioritizing trust and informal

²⁷ Hamed Mohammed and A L Bahri, "A Critical Analysis Of The Financial Declaration Systems For Public Officials In Oman And Other Jurisdictions. Is There Scope For Reforming The Omani System?," 2021, <http://eprints.staffs.ac.uk/7221/>.

²⁸ Y Ansanai, A Rasyid - Journal of Public Policy, and undefined 2025, "Tantangan Dan Strategi Reformasi Birokrasi Di Negara Berkembang," *Jurnal.Ppsuniyap.Ac.Id* 1, no. 1: 2025–60, accessed May 27, 2025, <http://www.jurnal.ppsuniyap.ac.id/index.php/jpp/article/view/92>.

²⁹ R Wahyudi, BR Saragih - Sch Int J Law Crime Justice, and undefined 2025, "Regulatory Challenges in Absentee Land Ownership: Critical Lessons from Sawarna Village, Lebak, Banten," *Saudijournals.Com* 8, no. 3 (2025): 52–58, <https://doi.org/10.36348/sijlcj.2025.v08i03.001>.

³⁰ A Sofian et al., "Akibat Hukum Perjanjian Jual Beli Tanah Yang Tidak Dilakukan Di Hadapan Pejabat Pembuat Akta Tanah Di Kabupaten Bima," *Journal.Unibos.Ac.Id* 23, no. 1 (2025), <https://doi.org/10.56326/clavia.v23i1.5613>.

³¹ K Alshammari, "Corporate Governance from an Islamic Perspective: Exploring the Telecommunications Sector in GCC Countries," 2022, <https://etheses.whiterose.ac.uk/id/eprint/31187/1/Alshammari%2C%20Khaled%2C%2020170142456.pdf>.

agreements over written regulations. Consequently, property sales disputes are more prevalent in Indonesia due to a lower awareness of the importance of legal documentation.³²

Public legal awareness and knowledge are crucial determinants of the effectiveness of property sales and ownership transfer agreements. In Oman, the level of public legal literacy, particularly regarding property, is relatively high due to a centralized education system, accessible public services, and strict government oversight.³³ Conversely, in Indonesia, many people lack a thorough understanding of the legal processes involved in property sales, leading to frequent instances of transactions conducted without official deeds or registrations.³⁴ While the Indonesian government has implemented numerous legal outreach programs, public legal awareness remains generally low. This difference in legal awareness impacts compliance rates and contributes to agrarian disputes and overlapping land certificates.

Compliance with formal laws governing property sales and transfers depends heavily on the integration of the legal system with local cultural values. In Oman, despite the dominance of Sharia principles, this integration is synergistic due to a lack of conflict between customary and state law.³⁵ Indonesia's pluralistic legal system frequently results in conflicts between *adat*, state law, and religious law, particularly concerning inheritance or gifts affecting property ownership.³⁶ This necessitates adaptability from law enforcement officials in resolving normative conflicts.

The process of legal harmonization presents a significant ongoing challenge. The legal instruments used in property transactions in both countries reflect the level of formality and legal protection desired by the state. Oman mandates notarization and official registration through the Ministry of Housing as a preventative measure against legal disputes.³⁷ In Indonesia, while PPAT deeds and registration with the BPN are mandatory, the oversight and

³² Rium Herlintang et al., "Penyuluhan Hukum Kesadaran Masyarakat Terhadap Pengakuan Hak Milik Atas Tanah Dalam Bentuk Sertifikat Hak Milik Di Masyarakat Kuala Kurun Seberang," *Jahe.or.Id* 5, no. 1 (2025): 852–63, <http://jahe.or.id/index.php/jahe/article/view/2276>.

³³ Ahmed S. Al-Busaidi et al., "Development and Validation of an Instrument to Measure Physician Awareness of Bioethics and Medical Law in Oman," *Springer* 22, no. 1 (December 1, 2021), <https://doi.org/10.1186/S12910-021-00619-1>.

³⁴ APW Ayuningrum, "Implikasi Yuridis Pengurangan Nilai Jual Beli Tanah Oleh Pejabat Pembuat Akta Tanah Atas Permintaan Para Pihak Untuk Mengurangi Pajak Bea Perolehan Hak," 2024, <https://search.proquest.com/openview/8af8d73c87940244b78d47a47ba19d3e/1?pq-origsite=gscholar&cbl=2026366&diss=y>.

³⁵ Khalid Abdullah Khamis Al-Khamisi and Mohamed Saif Duwaim Al-Shuaili, "The Complementary Relationship between the Legal and Customary Rules of Aflaj in the Sultanate of Oman - A Comparative Study -," *Journal of Ecohumanism* 3, no. 8 (December 5, 2024): 4604-4620-4604 – 4620, <https://doi.org/10.62754/JOE.V3I8.5107>.

³⁶ S Gunawan, MA Kamil - Integrative Perspectives of Social and Science, and undefined 2025, "Analisis Komparatif Hukum Islam, Hukum Adat Dan Hukum Positif Dalam Pembagian Harta Warisan," *Ipssj.Com* 2, no. 1 (2025): 144, <http://ipssj.com/index.php/ojs/article/view/45>.

³⁷ R Home - of Sustainable Development Law and Policy (The) and undefined 2024, "Land Governance and Environmental Management in the Middle East and North Africa (MENA) Region," *Ajol.Info* 15 (2024): 2-3, <https://doi.org/10.4314/jsdlp.v15i2.1>.

penalties for violations are not as strict as in Oman.³⁸ This creates opportunities for violations and illegal practices such as double sales or unauthorized occupation.

Therefore, a strong oversight system significantly impacts the effectiveness of contract law enforcement. Another key difference lies in the role of technology in supporting transparency and accountability in transactions. Oman has developed a national electronic system for property registration and validation, speeding up processes and minimizing human error.³⁹ Indonesia's land administration digitalization is still under development and hasn't fully reached all areas, especially remote regions. This technological disparity contributes to inequalities in legal services and the speed of dispute resolution. The utilization of legal technology is key to modernizing property law in the future.

Legal systems, legal culture, and public legal knowledge and awareness are three crucial pillars significantly influencing the applicability and effectiveness of property sales and ownership transfer agreements in both Oman and Indonesia. Oman's centralized and integrated legal system facilitates consistent and orderly law enforcement, while Indonesia's pluralistic legal system necessitates harmonization between formal and informal legal systems. Oman's legal culture, characterized by greater adherence to state and religious norms, creates stronger legal certainty compared to Indonesia, where informal practices still dominate. Legal knowledge and awareness are also crucial; Oman's high legal literacy helps citizens exercise their legal rights and obligations correctly, while Indonesia requires more legal education to raise public awareness of the importance of formal legality in property transactions. To achieve alignment, efforts are needed to improve national legal integration, public legal education, and equitable technology utilization.

Based on comparative analysis, Oman's approach generally provides greater legal certainty, especially due to central oversight, uniform application, and integration with religious legal values. Indonesia, in contrast, offers more flexibility due to its pluralistic legal culture, but this often leads to fragmented enforcement and inconsistent outcomes. Each system has advantages: Oman excels in clarity and enforceability, while Indonesia allows contextual accommodation of socio-cultural diversity.

These legal distinctions have major implications. Oman's centralized system and stricter foreign ownership controls create a higher degree of legal certainty, which appeals to risk-averse investors seeking predictable frameworks. However, this rigidity may deter investment flexibility. Indonesia's system offers more flexibility in form and access, but bureaucratic inconsistencies and weak enforcement often reduce predictability, leading to higher transaction risk and frequent land disputes. Thus, Indonesia's approach, while inclusive and adaptive, demands stronger institutional mechanisms for control and enforcement. From the analysis, Indonesia can learn from Oman's strong enforcement, formalism, and digital land registry, especially in urbanized and high-risk property zones. Conversely, Oman may adopt aspects of Indonesia's pluralism, allowing greater community participation and context-

³⁸ Sofian et al., "Akibat Hukum Perjanjian Jual Beli Tanah Yang Tidak Dilakukan Di Hadapan Pejabat Pembuat Akta Tanah Di Kabupaten Bima."

³⁹ AMS Al Aamri et al., "Barriers and Opportunities for the Adoption of Building Information Modelling in the Design of Buildings: Case Study of Oman," *Mdpi.Com*, accessed May 27, 2025, <https://www.mdpi.com/2071-1050/17/8/3510>.

specific solutions without compromising formal structure. Harmonization is possible in the form of hybrid models: formal requirements combined with flexible dispute resolution and public legal education. An ideal model would integrate Oman's regulatory rigor with Indonesia's adaptability, supported by technology and community legal empowerment.

3.2. Comparative Analysis of Normative and Technical Aspects in Property Sale, Purchase, and Ownership Transfer between Oman and Indonesia

Property sales transactions are a crucial type of contract within civil law systems. Countries with civil law systems, such as Oman and Indonesia, tend to regulate sales contracts rigorously through written legal instruments and formal administrative procedures. In practice, these agreements emphasize not only the agreement between parties but also the form, registration, and legality of the resulting documents. Therefore, understanding the normative and technical aspects of property sales and ownership transfers is vital for ensuring legal certainty and protection for all parties. A comparison between Oman and Indonesia is insightful because both countries have distinct approaches to these aspects.

Modern civil law systems generally regulate legal relationships between individuals and legal entities, including property sales and ownership transfer agreements. Civil law systems, stemming from Continental European legal traditions, emphasize codified law, clear rules, and the protection of the rights and obligations of the parties involved. In Indonesia, the civil law system is inherited from the Dutch colonial era and is codified in the KUHPerdata. In Oman, the civil law system is significantly influenced by Islamic law (Sharia) and national regulations such as Royal Decrees and Ministerial Decisions.⁴⁰ Both countries share the common goal of providing legal certainty and protection to parties involved in property sales and ownership transfer agreements. However, differences in legal and socio-cultural backgrounds lead to variations in the implementation of these rules.

Property law is an integral part of the legal system, determining ownership and the mechanisms for its transfer within a country.⁴¹ Globally, most countries utilize either civil law or common law systems to regulate contracts and property rights. Civil law systems are characterized by strong codification and the dominant role of written law. Both Oman and Indonesia adopt civil law systems, although with differing characteristics and sources of law. These differences influence how property sales and ownership transfers are implemented in practice.

Normatively, both Oman and Indonesia recognize freedom of contract as the basis for the validity of a sales agreement. Indonesia refers to Article 1338 of the KUHPerdata, which states that all legally made agreements are binding as law upon the parties. In Oman, this principle is also acknowledged, provided it does not conflict with Sharia principles, such as prohibitions against *riba* (usury) and *gharar* (uncertainty).⁴² Consequently, while freedom of contract exists, the content of the agreement must comply with the normative provisions and

⁴⁰ Altamimi, "Foreigners' Right to Own Real Estate in Oman | Al Tamimi & Company."

⁴¹ M Yakob - LEX PRIVATUM and undefined 2025, "Kajian Hukum Asas Nemo Dat Qui Non Habet Atas Peralihan Hak Benda Bergerak Dalam Hukum Perdata Di Indonesia," *Ejournal.Unsrat.Ac.Id* 2, no. 1 (2025): 144, <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/61095>.

⁴² H Gaffar, S Al Mamari - Griffith Law Review, and undefined 2025, "From Roman Law to Sharia: Comparative Perspectives on the Evolution of Quasi-Contracts in Western and Islamic Jurisdictions," *Taylor & Francis* 33, no. 3 (July 2, 2024): 209-34, <https://doi.org/10.1080/10383441.2025.2487728>.

principles of caution established by law. This demonstrates a similarity in respecting agreements but also a difference in limitations on the content of those agreements.

While both countries recognize contractual autonomy, Indonesia's formalism is rooted in positivist codification, allowing for formal contracts as long as the four elements (Article 1320 KUHPerdata) are met. Conversely, Omani contract law requires that the content of the agreement must also pass sharia compliance filters, which prohibit elements like *gharar* and *riba*, even if all formal conditions are fulfilled. As a result, contracts deemed valid under Indonesian law might be unenforceable under Omani law due to religious content restrictions. This divergence illustrates a fundamental tension between secular formalism and religious moral legality.

In civil law systems, sales agreements are considered valid when they meet objective and subjective requirements as defined in civil law. In Indonesia, the validity of an agreement refers to Article 1320 of the KUHPerdata, encompassing four requirements: agreement, capacity, a specific object, and a lawful cause. Oman also regulates contracts based on Egyptian civil law principles harmonized with Sharia principles, where agreement and clarity of the transaction are essential elements. Omani law emphasizes the legalization of documents before public authorities, especially in property transactions. Therefore, although both countries have a similar legal framework, there are different normative approaches in their implementation.⁴³

Indonesia's civil law system is highly structured and coordinated through various regulations, including the KUHPerdata, Law No. 5/1960, and other subordinate regulations. The KUHPerdata regulates the principles of contract law, the requirements for valid contracts, and the rights and obligations of parties in sales transactions. In Indonesian law, sales agreements are specifically regulated in Article 1457 of the KUHPerdata, defining a sale as an agreement where the seller undertakes to transfer ownership of a good to the buyer, while the buyer undertakes to pay the price. Law No. 5/1960 regulates land registration, land rights protection, and restrictions on foreign ownership of land, except under specific conditions. Furthermore, Indonesia has a clear judicial system for resolving civil disputes, including disputes over sales and property ownership transfers.⁴⁴ This system provides legal certainty and protection for parties involved in property transactions.

Meanwhile, Oman's civil law system is heavily influenced by Islamic law and national regulations issued by the Sultan. Royal Decree 5/1980 (Civil Transactions Law) is the primary legal basis governing contracts and obligations, including sales and property ownership transfers. Oman also has a Real Estate Ownership Law that regulates ownership rights, registration, and restrictions on foreign ownership of property. Property rights registration in Oman is conducted through the Ministry of Housing and Urban Planning, and any transfer of rights must be registered to be legally recognized.⁴⁵ This system also provides protection and legal certainty for the parties, although with some specific restrictions on foreign nationals.

⁴³ Mohammed and Bahri, "A Critical Analysis Of The Financial Declaration Systems For Public Officials In Oman And Other Jurisdictions. Is There Scope For Reforming The Omani System?"

⁴⁴ Kamsidah, "Mau Bikin Perjanjian, Yuk Simak Hal-Hal Apa Saja Yang Harus Dipenuhi !"

⁴⁵ Resfix Real Estate, "Oman Real Estate Law," accessed May 27, 2025, <https://www.resfix.com/knowledge-base/oman-real-estate-law>.

The fundamental difference between Oman's and Indonesia's civil law systems lies in the sources of law and the technical implementation of property sales and ownership transfer agreements. In Indonesia, property sales and ownership transfer agreements are detailed in the KUHPerdata and Law No. 5/1960, while in Oman, these regulations are spread across various Royal Decrees, ministerial decisions, and Islamic law. The property rights registration processes also differ; Indonesia uses the BPN system, while Oman uses the Ministry of Housing and Urban Planning system. Furthermore, restrictions on foreign ownership of property are stricter in Oman than in Indonesia, although Indonesia also has certain restrictions on foreign ownership of land.⁴⁶ Both legal systems emphasize the importance of registering property rights to ensure legal certainty.

A critical distinction in property law lies between the validity (*keabsahan*) of the contract and the authority to transfer ownership rights (*kewenangan pemindahan hak*). A contract may fulfill all substantive and formal conditions (i.e., agreement, lawful object, clear intention), thus rendering it legally valid (*rechtsgegeldig*), yet it does not automatically confer property rights to the buyer. In Indonesian law, this is reflected in the dualisme antara perjanjian dan perbuatan hukum pemindahan hak – a concept where the sale agreement is only binding *inter partes*, and the actual transfer of title requires a formal deed before a PPAT and registration at the BPN. In contrast, under Omani law, both contractual validity and legal effectiveness of transfer are tied to notarization and registration with the Ministry of Housing. Without these steps, ownership is not recognized by the state, despite the existence of a signed contract.

Transfer of property ownership in civil law requires formalities, particularly the registration of ownership rights, to be binding on third parties. In Indonesia, Law No. 5/1960 governs land rights. Article 19 of the Law No. 5/1960 states that all land rights must be registered to guarantee legal certainty. This registration is done through the BPN, and sales transactions must be formalized in authentic deeds by an authorized PPAT.⁴⁷ This differs from Oman, where the transfer of rights is finalized through a notary and must be registered by the state's system based on individual ownership. Both systems make legalization and registration essential requirements for a transaction to have evidentiary and legal publicity. However, in Oman, religious aspects are also considered in contract validation.⁴⁸

In Oman, the property registration system is under the supervision of the Ministry of Housing and Urban Planning, and the transfer of rights is not considered valid without formal legalization. This process is governed by Royal Decree No. 5/81 on Real Estate Property, which mandates the recording of sales through official government intermediaries. Unlike Indonesia, which has the influence of customary law, Omani law adopts a unified legal system that does not differentiate between customary or state-owned land.⁴⁹ However, in both

⁴⁶ Oman Observer, "New Regulations for Non-Omanis Owning Properties in Oman," Oman Daily Observer, August 13, 2020, <https://www.omanobserver.om/article/11388/Main/new-regulations-for-non-omanis-owning-properties-in-oman>.

⁴⁷ Febrian, Hasudungan, and Napitupulu, "Jual Beli: Bagaimana Jika Transaksi Jual Beli Atas Tanah Tidak Dilakukan Dihadapan Pejabat Pembuat Akta Tanah (PPAT)."

⁴⁸ Al Hinai, "Enhancing the Rule of Law in Oman through Judicial Reform: Merging (جع) Ibadi and Western Judicial Thought."

⁴⁹ Stevens et al., "Legal 500 Country Comparative Guides 2024 Oman Doing Business In Contributor Addleshaw Goddard."

countries, the notary system plays a central role in ensuring the validity and transparency of property transactions. This process guarantees legality and reduces the potential for ownership disputes.

According to René David, a hallmark of civil law systems is the emphasis on legal certainty (*sécurité juridique*), achieved through codification and publicity. The principle of publicity (*publizität*) ensures that legal facts—particularly ownership—are visible and opposable to third parties. In Indonesia, this is reflected in the requirement for registration (*pendaftaran hak*) at BPN, as governed by Government Regulation No. 24/1997. John Merryman distinguishes between formal validity and operative legal effect, pointing out that legal systems may treat contractual obligations and property transfers as separate legal acts. Indonesian doctrine aligns with this through the dualism of "*akte peralihan hak*" (formal transfer) and "*akte perjanjian*" (underlying contract). In Omani law, this dualism is narrowed; both contract and transfer are inseparably tied to Sharia principles and administrative legality, making the contract void unless formalized and compliant. As Mertokusumo notes, validity is not merely formal but must reflect material lawfulness, including ethical content under the prevailing legal system—in this case, Islamic law.

These differences have notable legal and practical implications. Oman's centralized digital registry system, combined with religious compliance filtering, results in fewer transactional disputes and higher legal predictability, particularly for foreign investors. The clear delineation of zones for foreign ownership (e.g., ITCs) and robust enforcement mechanisms act as a strong deterrent against regulatory circumvention. In contrast, Indonesia's more flexible regime allows for broader access, but the lack of consistent enforcement, prevalence of nominee arrangements, and informal land transfers create legal uncertainty, especially in rural or high-value urban areas. This impacts investor confidence and increases the transactional due diligence burden.

Beyond formal legality, legal protection is also a key concern in both legal systems. In Indonesia, if a transaction is not registered, the land right does not have legal force against third parties and risks disputes. In Oman, failure to register the transfer of rights can cause the transaction to be considered legally void. Therefore, the presence of official institutions such as the BPN in Indonesia and the Ministry of Housing in Oman is crucial for overseeing legality. Transparency in property sales and ownership transfers is a benchmark for the success of implementing civil law systems in each country. Both countries also apply administrative and civil penalties for parties who do not comply with the procedures for transferring rights.

Registering transactions is considered essential to provide legal protection to third parties. In Indonesia, unregistered transactions have no legal effect against third parties, as stipulated in Article 32 of Government Regulation No. 24 of 1997. In Oman, a similar principle applies; unregistered property is not legally recognized and cannot be used in subsequent transactions.⁵⁰ This underscores the importance of property registration systems as a means of proving ownership and establishing legal title. Both systems place a high value on the principle of legal publicity in ownership transfers.

⁵⁰ Estate, "Oman Real Estate Law."

From the standpoint of contract substance, Indonesia grants broad contractual freedom based on Article 1338 of the KUHPerdata, which states that legally formed agreements are binding as law between the parties.⁵¹ This private freedom, however, must still comply with public provisions, especially concerning land. In Oman, contractual freedom is also recognized but is limited by Islamic legal principles that prohibit *riba*, *gharar*, and *maisir* (speculation).⁵² Therefore, although the form and clauses of the contract are permitted, the substance of the content must still comply with Sharia law. This creates a distinction between conventional property contracts in Indonesia and Islamic law-based contracts in Oman.

One interesting aspect of the Omani legal system is the specific regulation prohibiting foreigners from freely owning property except in designated zones. This is governed through Freehold Property Zones, where ownership by non-nationals is only permitted in areas specified by the state.⁵³ Therefore, although the form and clauses of the contract are permitted, the substance of the content must still comply with Sharia law. This creates a distinction between conventional property contracts in Indonesia and Islamic law-based contracts in Oman.

One interesting aspect of the Omani legal system is the specific regulation prohibiting foreigners from freely owning property except in designated zones. This is governed through Freehold Property Zones, where ownership by non-nationals is only permitted in areas specified by the state.⁵⁴ In Indonesia, foreign nationals are also restricted in land ownership, where they are only allowed to hold the right to use or lease land, not ownership rights. However, the practice of using nominees to circumvent this prohibition is common, although it is illegal. In Oman, the practice of using nominees is not legally recognized, and any violation of restrictions on property ownership by foreign nationals will be subject to legal penalties, including the revocation of property rights.⁵⁵ Both countries emphasize the importance of adherence to the law in all property transactions. Oman's policy restricting foreign ownership of property aims to protect national interests and maintain economic stability. Indonesia has similar policies, although with some exceptions and legal loopholes that are often exploited. In Oman, any violation of restrictions on foreign ownership will result in legal penalties, including revocation of property rights and return of the property to the state.⁵⁶ In Indonesia, violations of the prohibition against foreign ownership of land are also subject to legal penalties, although many cases remain unresolved in practice. Both countries emphasize the importance of compliance with the law in all property transactions.

In Indonesia, land rights are categorized into types such as *hak milik*, *hak guna bangunan*, and *hak pakai*, which can only be held by specific citizens.⁵⁷ Meanwhile, in Oman, property

⁵¹ Auli, "Asas-Asas Dalam Pasal 1338 KUH Perdata."

⁵² Khalfan et al., "International Sale Contract Practices Through the Internet and Influencing Factors: A Comparison between Oman and The International Sale Contract."

⁵³ CMS Law Now, "Ownership of Lands and Real Estate Properties by Non-Omani People," CMS Law-Now, July 2, 2020, <https://cms-lawnow.com/en/earlers/2020/07/ownership-of-lands-and-real-estate-properties-by-non-omani-people>.

⁵⁴ Now.

⁵⁵ Altamimi, "Foreigners' Right to Own Real Estate in Oman | Al Tamimi & Company."

⁵⁶ Estate, "Oman Real Estate Law."

⁵⁷ Layardi, Hukum, and 2023, "Kajian Yuridis Kepemilikan Warga Negara Asing Terhadap Hak Atas Tanah Yang Diperoleh Dari Harta Bersama."

ownership is divided into freehold and leasehold, with foreigners only permitted to own property in designated zones. This restriction is governed by the ITC policy, which allows expatriates to purchase property. Indonesia also imposes restrictions on foreign nationals, who are only allowed to hold land with *hak pakai* status.⁵⁸ Both countries demonstrate a protectionist tendency toward national property assets.

Under-the-table land transactions are a significant issue in Indonesia but are unknown in the Omani legal system. In Indonesia, informal agreements are common but risky because they lack the evidentiary weight of authentic deeds. The KUHPerdata recognizes agreements as valid if they meet the requirements of Article 1320, but for land, they must be formalized in a notarial deed. Without official documents and registration with the BPN, buyers lack legal protection in case of disputes.

In Oman, under-the-table transactions are not recognized; only formal transactions can be processed by the country's legal and property administration systems. Informal transactions have no legal standing and cannot be used as a basis for registration. This demonstrates that the Omani legal system is stricter in preventing informal transactions, emphasizing administrative control and contract validity.

Regarding dispute resolution, Indonesia offers litigation and alternative dispute resolution methods such as mediation and arbitration. The BPN also provides avenues for administrative resolution in cases of discrepancies in ownership data.⁵⁹ In Oman, property disputes are primarily resolved through the general courts, which also consider Sharia aspects. The role of a Mufti (Islamic legal scholar) or Sharia legal advisor may be considered in disputes involving religious principles. The Omani legal system allows for significant integration of Islamic principles in dispute resolution.⁶⁰ This highlights a significant technical and philosophical difference in legal implementation. Oman employs a centralized land information system through a digital platform developed by the Ministry of Housing. In contrast, Indonesia's land registration system digitalization is still developing and hasn't fully reached all areas, especially remote regions. This difference in digitalization contributes to disparities in legal services and the speed of dispute resolution.

Based on this comparative analysis, Oman's property law system prioritizes stability and national control through clear religious and administrative boundaries, while Indonesia's model emphasizes market flexibility and legal pluralism. Each has advantages; Oman excels in clarity and enforceability, Indonesia in adaptive access. Indonesia can learn from Oman's stricter oversight, digital enforcement, and religious coherence, while Oman may consider Indonesia's adaptability and multi-level dispute resolution systems. Harmonization may be achievable in the form of a model legal framework that allows for formal rigor and religious sensitivity, yet also accommodates local pluralism. Such a hybrid model could serve as a benchmark for emerging economies navigating globalization and legal reform.

⁵⁸ Observer, "New Regulations for Non-Omanis Owning Properties in Oman."

⁵⁹ F Ardiansyah, ... NP Dongoran - ... Hukum Ekonomi dan, and undefined 2025, "Analisis Perlindungan Hukum Bagi Pemilik Tanah Dalam Kasus Tumpang Tindih Sertifikat," *Jurnal.Alwaqfu.or.Id*, accessed May 27, 2025, <http://jurnal.alwaqfu.or.id/index.php/alwaqfu/article/view/167>.

⁶⁰ Gaffar, Review, and 2025, "From Roman Law to Sharia: Comparative Perspectives on the Evolution of Quasi-Contracts in Western and Islamic Jurisdictions."

4. Conclusions

The civil law systems of Oman and Indonesia play a central role in shaping the legal framework for property sales and ownership transfers. Oman's civil law system, strongly influenced by Sharia, creates centralized, consistent regulations supported by a clear administrative structure. Conversely, Indonesia faces challenges in harmonizing national law, customary law, and religious norms, resulting in varied legal implementation. Both countries mandate formalities in property transactions, but differences in oversight and public compliance create a gap between norms and practice. The legal system functions not only as a normative tool but also as an instrument for shaping legal awareness and culture, influencing societal behavior in property transactions. This study compares property sales and ownership transfers in Oman and Indonesia. Both countries emphasize the importance of formal legality and registration as requirements for valid property rights transfers. However, a significant difference exists in their normative approaches: Oman applies stricter Islamic legal principles, while Indonesia is more flexible, influenced by customary law and its Dutch colonial legacy. In practice, the use of authentic deeds and state registration are minimum standards for legal protection in both countries. This shows that civil law systems, while structurally similar, retain unique characteristics stemming from their national values and legal policies. Both share principles of transparency, clear ownership, and third-party protection in property transactions. However, Oman's more centralized and rigorous land administration system, with its stricter document verification, shows advantages in minimizing legal loopholes. In Indonesia, under-the-table transactions remain prevalent, causing recurring legal conflicts. This highlights the need for stronger regulation and oversight of rights transfers, particularly in areas with strong informal practices. The involvement of notaries and land registration digitalization reforms offer opportunities to improve property ownership governance.

The study's implications show that the effectiveness of property regulations depends heavily on synchronizing the legal system, legal culture, and public legal understanding. The findings can inform the design of international property contracts between Indonesian and Omani citizens. Governments could consider creating a comparative legal model integrating Oman's clarity of ownership with Indonesia's flexibility. Foreign investors or diaspora communities could receive more comprehensive legal guidance in cross-jurisdictional transactions. Notaries and land registration officials could refer to Oman's cautious approach to strengthen the integrity of legal documents in Indonesia. This is crucial for expanding bilateral economic and property trade cooperation. This research recommends harmonizing property law principles through a bilateral agreement between Indonesia and Oman, particularly in land and real estate. The Indonesian government should increase public awareness of land registration and promote more responsive and transparent land registration digitalization. Oman could evaluate its foreign ownership restrictions to enhance competitiveness in the Middle Eastern investment landscape. This study also opens opportunities for further research on land registration digitalization and the integration of customary law into the national legal system. Therefore, this research contributes not only theoretically but also opens avenues for policy reform based on best practices from both countries. Future property sales and ownership transfer regulations can be more effective, equitable, and adaptable to the social dynamics of each country.

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