

## Legal Protection for Donors Who Fall into Poverty in Indonesia and Singapore

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### Abstract

This research analyzes cases related to legal protection for grant givers who have fallen into poverty, even though grants are given free of charge and without receiving compensation, for Muslims based on Article 210 paragraph (1) the Compilation of Islamic Law there is a limitation on the amount of the grant, namely it cannot exceed one third to protect the rights of his heirs. The type of research used is doctrinal, taken from literature studies of statutory regulations. Based on the results of this research analysis, the implementation of grants for Muslims in Indonesia must follow the provisions in the form of pillars and grant conditions that have been determined in the Compilation of Islamic Law, including provisions regarding the maximum limit for grant implementation of 1/3 (one third) of the grantor's assets. The grant is null and void if it violates the provisions of Article 210 paragraph (1) of the Compilation of Islamic Law, this is because it violates the objective terms of the agreement. In Singapore there are restrictions when releasing an object through a grant in Singapore. In particular, the determination of rights and interests over land in Singapore is regulated by statutory regulations and the Controller of Residential Property as the Land and Property Registry Agency is a Singapore government institution that has authority over land in Singapore. Apart from being regulated in the Civil Code, grants are also regulated in the Compilation of Islamic Law in Indonesia.

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### Introduction

Grant is the act of giving something to another person directly while both parties are still alive. A grant differs from an inheritance in that it is given while the grantor is still living, whereas an inheritance is given after the benefactor has passed away. As stipulated in Article 171, clause (g) of the Compilation of Islamic, a grant is defined as the voluntary

and unconditional transfer of an object from one person to another living person, intended for the latter to own.

*Schenking* or Grant is an agreement in which the grantor, during their lifetime, transfers ownership of an asset voluntarily, without expecting anything in return, and without the possibility of revocation. The regulation of grants in Indonesia is governed by three legal frameworks: civil law, customary law, and Islamic law. Each of these legal systems shares similarities and differences in their approach to regulating grants, which are further elaborated below.

According to Article 1666 of the Civil Code (hereinafter referred to as “Burgerlijk Wetboek”), a grant is defined as an agreement in which the grantor transfers something to the grantee without any compensation and cannot be revoked while the grantor is still alive. Based on the explanation in Article 1666 of Burgerlijk Wetboek, it can be concluded that the grantor provides the grant to the grantee without expecting any return or counter-performance in the future.

In Singapore, the term "grant" is synonymous with "gift." A Muslim in Singapore has the liberty to gratuitously transfer any amount or type of property they possess to another individual. The grantor can immediately transfer ownership rights of the granted property to the recipient. Alternatively, the grantor may execute a Grant Deed, a document that formalizes the granting of the property to the recipient. For a grant deed to be legally valid, the grantor must possess the legal capacity concerning the grant's subject matter and the legal authority to transfer the subject matter to the recipient.

Grant provision must clearly state that the grantor is providing the grant to the grantee without any form of compensation, including cash payments or any other form of consideration from the grantee to the grantor. Additionally, there are several legal requirements for grants; failure to adhere to these provisions may render the grant void ab initio. These conditions include the grantor being a minor, incapacitated, physically or mentally unfit, or under duress or coercion. Furthermore, if a foreign national receives a grant of land, residence, or property, the grant must be approved by the relevant authorities. If the grant does not receive the necessary approval, the object of the grant must be sold within ten years of the grantor's death. In such cases, the grantee must sell the property to either a Singaporean citizen or a foreign national who has received approval from the competent authorities.

The provision of grants is impartial to the recipient's ethnicity, race, or religion, and thus is often viewed as an alternative method for distributing inheritance (Suparman, 1995). However, in practice, a grant does not serve as an accurate solution for transferring land ownership, as it can lead to issues such as the revocation or annulment of the grant (Rosalina, 2017). The intention to provide a grant is based on the grantor's own volition and occurs during their lifetime without any coercion from any party, including the recipient. All property owners have the right to allocate their assets to anyone they choose. In the context of granting, there is no element of consideration, unlike in transactions such as sales, exchanges, and other legal actions where compensation is involved in the transfer of ownership (Nurhayani, 2015).

Prime Minister Lee Kuan Yew of Singapore's intervention in the issue of wealthy benefactors who fall into poverty has garnered significant public attention. According to Lee, the quality of leadership is paramount for good governance. He would take action when he deemed it necessary, actively intervening in compelling cases such as those involving benefactors who experienced poverty. In response, he implemented policies or

decrees that prohibited parents from bequeathing all their wealth to their children before their death. Lee is recognized as a leader who adeptly steered the country in the right direction under the law. Known as the "Father of Singapore's Progress," Lee Kuan Yew remains a pivotal figure in Singapore's development. A notable case that attracted the attention of Prime Minister Lee Kuan Yew involved a wealthy businessman who was a single parent to his only son. After the son married and was granted the entire estate, he callously evicted his father, leaving the once-prosperous businessman to become a beggar on Orchard Road.

In Indonesia, the regulations governing the transfer of property as a grant are outlined not only in the *Burgerlijk Wetboek voor Indonesië* (also known as the *Kitab Undang-Undang Hukum Perdata*), but also in the *Kompilasi Hukum Islam* or Compilation of Islamic Law. Issues related to donors who fall into poverty in Indonesia are addressed in the decisions of the Kraksaan Religious Court (Decision No. 1092/Pdt.G/2023/PA.Krs) and the Bandung High Religious Court (Decision No. 247/Pdt.G/2022/PTA.Bdg). Meanwhile, in Singapore, the implementation of property transfer laws is governed by the *State Lands Act 1920*, as revised in the 2020 edition of the Republic of Singapore Statutes, which regulates the transfer and occupation of state lands.

The issue of grant providers who fall into poverty in Indonesia is also addressed in the Kraksaan Religious Court Decision No. 1092/Pdt.G/2023/PA.Krs and the Bandung High Religious Court Decision No. 247/Pdt.G/2022/PTA.Bdg. Indonesian legislation regulates "grants" in the Civil Code, Book III concerning Obligations, Chapter X on Grants. As an agreement or contract, such a grant is immediately binding and cannot be annulled at the will of one party (Anshori, 2018).

This study focuses on the legal protection of grant providers who have fallen into poverty. It examines the implementation of grants in relation to the applicable regulations in the Republic of Indonesia and the Republic of Singapore.

## Discussion

### 1. Legal Protection for Grantors Who Fall into Poverty in Indonesia

The implementation of grants in Indonesia according to Islamic Law requires the fulfillment of specific pillars and conditions to ensure the validity of the grant, as it is a contract that transfers ownership rights. Based on Article 210 paragraph (1) of the Compilation of Islamic Law, a grant may only be executed for up to one-third of the property. In Islamic Law, the relationship between inheritance and grants, as outlined in Article 212 of the Compilation of Islamic Law, states that a grant given by parents to their children can be considered part of the inheritance. Granting becomes an alternative solution to inheritance distribution, aimed at preventing disputes arising from human factors. Although the revocation of a grant deed is generally prohibited, there is an exception where a grant from parents to their children can be revoked.

The issue concerning the grantor who has fallen into poverty in Indonesia, as identified in the Religious Court Decision of Kraksaan Number 1092/Pdt.G/2023/PA.Krs, originated when M, who is still alive along with her husband and is childless, possessed assets consisting of two plots of land under Hak Yasan (Right of Use). One of these plots became the subject of dispute in the aforementioned court decision. M had granted her property to two different parties: A in 2018 and H, her nephew, in 2022. A received a plot of land under Hak Yasan measuring approximately 0.166 m<sup>2</sup>, documented in Persil Number 16 Block D. II, Kohir Number

872, according to Grant Deed Number 373/2018 dated October 10, 2018. A Certificate of Ownership (SHM) Number 00336 with Survey Number 00030/PONDOK WULUH/2020 dated May 13, 2020, was issued for this land, covering an area of 1546 m<sup>2</sup>. Meanwhile, H received a plot of land under Hak Yasan measuring approximately 0.219 m<sup>2</sup>, documented in Persil Number 17 Block D. II, Kohir 872, according to Grant Deed Number 67/LECES/2022 dated July 6, 2022, executed by the Land Deed Official of Probolinggo Regency (MS as Co-Defendant) acting as official who makes temporary land deeds. This land became the subject of dispute in the Religious Court Decision Number 1092/Pdt.G/2023/PA.Krs because Grant Deed Number 67/LECES/2022 executed by the official who makes temporary land deeds was legally flawed. M was illiterate, yet she was never properly presented before the official who makes temporary land deeds, and there was an error in the description of the granted property. The Grant Deed Number 67/LECES/2022 incorrectly stated that the granted property was Persil Number 16 Block D. II, Kohir Number 872, which had already been granted to A. In this case, the granted assets also exceeded the maximum limit of one-third (1/3) of the total estate.

Finally, M filed a lawsuit seeking the annulment of the grant deed due to the grant being made without adherence to the Islamic Law provisions that must be followed, specifically Article 210, Chapter VI on Grants in the Compilation of Islamic Law. This provision states that a grant should not exceed one-third of the donor's property. After granting the remaining assets to H, M fell into poverty because the granted property was the only place of business and source of livelihood for M, who no longer had any land to cultivate as a farmer following the issuance of Grant Deed Number: 67/LECES/2022. Additionally, H refused to provide for M, even though M had originally given the grant to H, her nephew, with the hope that H would take care of M and her husband. Although the grant was given freely and without compensation, Article 210, paragraph (1) of the Compilation of Islamic Law imposes a limitation on the amount of the grant, stipulating that it must not exceed one-third to protect the rights of the heirs. Consequently, M felt aggrieved by the grant that exceeded one-third of her total assets.

Subsequently, in its Decision, the Panel of Judges deliberated on the issue of "exceeding the maximum grant limit." They noted that the total area of the two land parcels owned by M is 0.385 hectares. If this is divided by one-third, the result is 0.128 hectares. Therefore, the property granted has exceeded the one-third maximum limit for grants, rendering the grant of the land parcel identified as Persil Number 16 Block D. II, Kohir Number 872, according to Grant Deed Number: 373/2018, problematic. Regarding Grant Deed Number: 67/LECES/2022, which contains a clerical error, the Panel of Judges, referring to Articles 48-51 of Law Number 2 of 2014 on Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter abbreviated as "UUJN"), considered that these Articles provide for the correction of deeds under specific conditions stipulated by the UUJN. Concerning the annulment of the grant deed, the Panel of Judges considered that, pursuant to Article 212 of Presidential Instruction No. 1 of 1991 concerning the Compilation of Islamic Law, grants cannot be revoked, except in the case of grants from parents to their children.

Analyzing the brief description of the decision, it is apparent that there are issues within the grant deed prepared by the Head of the Village of Probolinggo Regency as a official who makes temporary land deeds (Temporary Land Deed Official),

specifically the failure to verify or examine information related to the assets in dispute. This oversight constitutes a violation of Article 210 paragraph (1) of the Compilation of Islamic Law. It is imperative for Temporary Land Deed Official to be well-versed in the applicable laws concerning the transfer of land and building rights through grants, both under civil law and Islamic law. When the grantor is a Muslim, Temporary Land Deed Official must ensure that the property granted does not exceed one-third of the grantor's total assets, as stipulated in Article 210 paragraph (1) of the Compilation of Islamic Law. In cases of non-compliance, official who makes temporary land deeds is obligated to provide legal counsel on the matter. In the context of the Religious Court Decision Number 1092/Pdt.G/2023/PA.Krs, both the grantor and the grantee entrusted the drafting of the grant deed entirely to the Head of the Village acting as official who makes temporary land deeds.

The Head of Village, in their capacity as Temporary Land Deed Official, may be subject to sanctions by the Supervisory and Disciplinary Board of Land Deed Officials as stipulated in the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 2 of 2018 concerning the Development and Supervision of Land Deed Officials (hereinafter referred to as "Permen ATR/BPN 2/2018"). In this case, the Head of Village of Probolinggo Regency, in their role as Temporary Land Deed Official, has violated the prohibitions outlined in the statutory regulations, specifically the Compilation of Islamic Law. Consequently, the sanctions that can be imposed on a Temporary Land Deed Official for such violations include a written reprimand, temporary suspension, honorable discharge, or dishonorable discharge as regulated in Article 13 of Permen ATR/BPN 2/2018.

In Indonesia, grants are regulated under the Civil Code (*Burgerlijk Wetboek*) and the Compilation of Islamic Law, which serve as positive law for the Muslim community. According to Article 1666 of the Civil Code, a grant is defined as an agreement made by the grantor during their lifetime, providing something to the grantee unconditionally and free of charge, and it cannot be revoked during the grantor's lifetime (Subekti dan Tjitrosudibio, 2009). A grant is also a unilateral agreement in which only the grantor bears obligations, while the grantee has none (Bafadhal, 2013). The phrase "during their lifetime" underscores that the distribution of the grant occurs while the grantor is still alive, distinguishing it from a testamentary grant, which only takes effect upon the grantor's death.

According to Article 957 of the Civil Code, a testamentary grant involves a specific bequest where an individual provides certain types of goods to one or more beneficiaries, such as movable or immovable property, or grants rights to the use of all or part of their estate. Furthermore, the phrase "free of charge" (*omniet* in Dutch) means that the performance comes from one party without requiring reciprocal performance from the other party (Abdoeh, 2020). However, this does not preclude the possibility of any counteraction. According to the law, a grant may be accompanied by a burden (*last*) that obliges the grantee to perform certain actions.

Legal protection for the community encompasses both preventive and repressive measures by the government. This legal protection aims to address ongoing violations or disputes, grounded in the principle of legal protection that emphasizes the recognition and safeguarding of human rights, thereby imposing constraints on both

society and the government. Essentially, the purpose of law is to safeguard individual interests through established rules and norms.

The performance is limited to the value of the goods received. If the performance exceeds the value of the goods received, it no longer constitutes a grant. Finally, the phrase "irrevocable" emphasizes that the grant cannot be revoked, except under the conditions specified in Articles 1672 and 1688 of the Civil Code. According to the Compilation of Islamic Law, a "grant" is defined as the voluntary transfer of goods without compensation to another living individual.

According to Muhammad Daud Ali, the function of grants is to mitigate the disparity between individuals in wealth and those in poverty, to serve as a means to achieve social justice, and to assist less fortunate individuals. The purpose of grants is to strengthen social bonds, encourage benevolent behavior, and create equity in the distribution of resources.

The implementation of grants in Indonesia, from the perspective of Islamic Law, requires specific conditions and requirements to be met. The fundamental elements (*rukun*) of a grant are divided into three: the individuals involved in the agreement (grantor and grantee), the asset being granted, and the offer and acceptance (*ijab and qabul*). According to Article 685 of the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syariah*), the elements of a grant include the subject, object, declaration, and transfer. Additionally, there are conditions for these fundamental elements, including:

1. **Grantor (*wahib*)**: The grantor must be an adult, physically and mentally sound, acting voluntarily when transferring the asset, and legally competent to perform legal actions. Article 210, paragraph (1) of the Compilation of Islamic Law, states that the execution of a grant must meet several requirements:
  - a) The grantor must be at least twenty-one years old.
  - b) The grantor must be in good health and not under duress.
  - c) The grantor may grant no more than one-third of their wealth.
  - d) The grant must be conducted in the presence of two witnesses.Islamic legal scholars generally agree that grants to non-heirs or legal entities are permissible without restriction. Imam Malik and the Ahlu Al-Zahir school of thought hold that grants to one's children are not permissible, while the Fuqaha Amsar view it as undesirable (*makruh*).
2. **Grantee (*mauhublahu*)**: The grantee can be an individual or a legal entity that is legally competent, or represented by a guardian if underage. The grantee must be present when the grant is made, and grants to unborn children are invalid.
3. **Asset (*muhib*)**: This includes all types of property, whether movable or immovable, and even the benefits or proceeds from the property can be granted. The asset must be fully owned by the grantor and must exist at the time of the grant.
4. **Offer and Acceptance (*ijab and qabul*)**: This involves the transfer between the grantor and the grantee. It is a legal act transferring ownership from the grantor to the grantee without compensation. According to Article 686, paragraph (3) of the Compilation of Sharia Economic Law, the offer (*ijab*)

can be made verbally, in writing, or through gestures indicating the transfer of ownership without compensation.

The implementation of grants from the perspective of the Civil Code system differs from Islamic law. In civil law, there are restrictions on granting gifts from a husband to his wife, as stipulated in Article 1678 of the Civil Code. This regulation does not apply to the transfer of movable property of excessive value relative to the grantor's capacity. A grant is not permissible for an unborn child, except when it is in the best interest of the child. Individuals who are prohibited from receiving grants include the guardian or manager of the grantor, the doctor treating the grantor during illness, and the notary handling the grantor's documents.

To execute a grant based on land law in Indonesia, it is necessary to ensure that the object and subject of the land rights meet the requirements for the grant. From the perspective of the origin of the land, land rights are divided into several categories: primary land rights from state land and secondary land rights from private land. The system of acquiring land rights is divided based on the condition of the land, which can be owned by individuals or legal entities and is categorized into two types:

1. Original Acquisition: If the land in question is state-owned and/or managed under administrative rights, the initial acquisition occurs through a Government Decree or statutory conversion.
2. Derivative, the acquisition of land ownership rights involves the transfer of land rights from one party to another, which may include the transfer and/or delivery of land titles.
3. Derivative Acquisition: The acquisition of land ownership rights involves the transfer of land rights from one party to another, which may include the transfer and/or conveyance of those rights.

In the context of this study, the object of transfer is via a grant. Ownership rights can be transferred to another person through a grant, as stipulated in Article 20, paragraph (2) in conjunction with Article 26 of the Basic Agrarian Law (UUPA). Besides the object of the transfer, the subject must also meet the requirements to qualify as a subject of land rights. As the strongest and fullest form of hereditary ownership, proprietary rights are exclusively reserved for Indonesian nationals.

Furthermore, for a grant to be valid, the grant deed must be executed in front of an authorized official, in accordance with the provisions of Article 1682 of the Civil Code. Similarly, for the transfer of land, the grant must be carried out before or by a Land Deed Official. Land Deed Official plays a significant role in providing legal support for community legal transactions, especially in land registration, which is vital for ensuring legal certainty. According to Maria S.W. Sumardjono, the existence of land law is increasingly necessary for national development, requiring consistent implementation of supporting legal regulations (Santoso, 2019).

However, in principle, a judge cannot cancel a land deed *ex officio* if there is no request for cancellation because they cannot make a decision without a request. In practice, numerous land deed documents often violate regulations, resulting in harm to one of the parties and ultimately leading to their annulment by the District Court. Errors or omissions by the Land Deed Official or the parties involved in the creation of the deed may cause the deed to be invalidated through a court ruling. In performing their duties, Temporary Land Deed Official are required to create official documents in accordance with the provisions of Government Regulation No. 37 of 1998 regarding

the Position Regulation of Land Deed Officials and relevant laws applicable to the parties signing the document. This is because if the deed fails to meet one or more required elements, the Land Deed Official can be annulled. This situation underscores the Land Deed Official responsibility in executing their authority and obligations. However, in principle, a judge cannot annul a Land Deed Official deed *ex officio* unless a request for annulment is made, as judges are not permitted to make decisions without a formal request (Mertokusumo, 1998). In cases of annulment of the content of a deed, it is only necessary to record what is disclosed by the parties without needing to verify the authenticity of the deed's content (Christina, 2017).

According to Article 2, paragraph (1) of Regulation No. 1 of 2006, the primary obligation of the Land Deed Official is to perform part of the land registration process by creating deeds as evidence of legal actions related to land rights or Ownership Rights of Strata Title Units. These deeds serve as the basis for modifying land registration data due to legal actions, referred to as "performing part of the land registration process." Activities conducted by the land office in land registration can also be carried out by the Land Deed Official and other officials, such as auctioneers and adjudicators. The Land Deed Official is authorized to create eight types of deeds under current regulations, including deeds of sale and purchase, grants, *inbreng* (capital contributions), division of joint rights, granting of mortgage rights, granting of building use rights over freehold land, and granting of use rights over freehold land. Consequently, the Land Deed Official is not authorized to create other types of deeds, as stipulated in Government Regulation No. 37 of 1998, PMNA/KBPN Regulation No. 3 of 1997, Regulation No. 1 of 2006, and Regulation No. 8 of 2012.

The official certifier of title deeds plays an instrumental role in establishing legal certainty, legal order, and the legal protection of the community, particularly in matters directly related to land. The Land Deed Official is considered an official from whom one can obtain legally accountable legal advice concerning land issues. This is due to the fact that all recorded information is accurate, and the Land Deed Official is responsible for creating substantial documents within the legal process (Indriati, 2022). The primary duties of the Land Deed Official are comprehensively outlined in Article 2 of Government Regulation No. 37 of 1998 regarding the Position Regulation of Land Deed Officials as follows:

"The Land Deed Official undertakes various land registration activities, including the creation of deeds as evidence of specific legal actions related to land rights or Ownership Rights of Strata Title Units, for the registration of changes in land registration data resulting from these legal actions."

Their authority in the creation of authentic deeds concerning land rights and Ownership Rights of Strata Title Units (hereafter referred to as "Ownership Rights to Apartment Units") within their jurisdiction is defined by Andi Hamzah, who asserts that such authority comprises a set of rights inherent to a position or individual to perform duties effectively. The Land Deed Official has the authority to create deeds within their jurisdiction, except for exchanges, contributions to companies, and the division of joint rights that occur outside their jurisdiction. A Land Deed Official who does not hold concurrent positions has the authority to legalize photocopies with the original, in addition to their other powers as previously outlined in BPN RI Number 354/Kep-100.17.3/VIII/2014 (Utomo, 2020).



A right associated with the duties of the Land Deed Official is the capability that may or may not be exercised by the Land Deed Official in the execution of their duties. According to the law, both Land Deed Official and Temporary Land Deed Official possess. The rights analogous to those described in Article 36 of Chief of Agency Regulation No. 1 of 2006 are as follows:

“Land Deed Official is entitled to:

1. Leave;
2. Receive honoraria;
3. Obtain information and updates on land regulations;
4. Defend themselves before a decision is made regarding their dismissal as a Land Deed Official.

The duties of the Land Deed Official are mandatory and may impose restrictions on their performance. These obligations encompass the attitudes, behaviors, and actions of Land Deed Official members to maintain the image, authority, and dignity of the Land Deed Official office. The Land Deed Official is required to: (Article 45 of Chief of Agency Regulation No. 1 of 2006).

1. Uphold and respect Pancasila, the 1945 Constitution, and the Unitary State of the Republic of Indonesia (NKRI);
2. Take an oath of office as a Land Deed Official;
3. Submit monthly reports;
4. Deliver the Land Deed Official protocol in the following cases: a. When a Land Deed Official resigns, they must notify the Land Deed Official in their work area or the Head of the Land Office; b. When a temporary Land Deed Official resigns, they must notify their successor or the Head of the Land Office; c. When a specialized Land Deed Official resigns, they must notify their successor or the Head of the Land Office;
5. Provide honoraria;
6. Operate their office every working day unless on leave or during national holidays, in accordance with the local Land Office;
7. Conduct operations from a single office within their work area;
8. Provide office information, signatures, initials, and official stamps to authorized parties;
9. Perform duties following their appointment;
10. Display a nameplate and stamp as per the regulations set by the leadership;
11. Fulfill other obligations as stipulated by existing regulations.

Additionally, the Land Deed Official is obligated to adhere to the oath of office upon appointment, as stipulated in Article 34, paragraph (1) of Chief of Agency Regulation No. 1 of 2006. Prohibitions are actions that members of the Land Deed Official Association must avoid to maintain the image and authority of the Land Deed Official institution and the dignity of the Land Deed Official position. These prohibitions are further detailed in Article 4 of the Land Deed Official Code of Ethics as follows:

“Every Land Deed Official, during working hours and daily life, is prohibited from:

1. Establishing branch offices;
2. Involving intermediaries directly;
3. Engaging in promotion;
4. Undertaking actions that essentially constitute self-advertisement, such as:

- a. Placing advertisements in print media;
  - b. Providing funds or sponsorship for various social, humanitarian, or sports activities, and promoting through provided books;
  - c. Sending flower arrangements as a sign of attendance at certain events, whether limited or public;
  - d. Sending representatives as salespeople to solicit clients;
  - e. Placing advertisements for any purpose.
5. Installing name boards beyond reasonable limits or in locations outside the Land Deed Official office;
  6. Engaging in efforts that could create negative competition among colleagues;
  7. Conducting actions or competitions that are detrimental;
  8. Requesting appointment as a Land Deed Official from institutions or companies in exchange for specific incentives;
  9. Approving requests for the preparation of deeds already prepared by another Land Deed Official, with exceptions;
  10. Endeavoring to persuade someone to switch from another Land Deed Official to themselves through various means;
  11. Placing employees or assistants in branch offices or other locations to receive clients who will create deeds;
  12. Sending minutes to clients for signature;
  13. Speaking negatively and/or blaming Land Deed Official colleagues and/or documents created by them;
  14. Withholding someone's documents with the intent to "force" them to create documents with the withholding Land Deed Official;
  15. Using someone as an instrument to sign documents for others in the presence of the Land Deed Official;
  16. Persuading clients to switch from another Land Deed Official;
  17. Forming groups within the Land Deed Official Association;
  18. Engaging in other actions generally considered as violations of the Land Deed Official Code of Ethics, including breaches of:
    - a. Land Deed Official Office Regulations and primary duties of the Land Deed Official;
    - b. The contents of the Oath of Office;
    - c. Matters prohibited by the Land Deed Official Association.

The act of granting donations frequently engenders complications, as the donors, finding themselves at a disadvantage, often seek legal recourse by filing lawsuits to annul the grants in court. If such harm is proven in court, the party responsible for the damage must bear the legal consequences of their actions. Thus, the regulations on the annulment of the grant in Indonesia are stipulated in the Civil Code (*Burgerlijk Wetboek*) and the Compilation of Islamic Law. Generally, grants are prohibited from being revoked. However, exceptions include grant between siblings or married couples, and grants not revoked when given to family members such as parents, siblings, nieces, nephews, or uncles and aunts, as stated in Article 714 of the Compilation of Sharia Economic Law. A "grant" can be revoked if it is given by parents to their child. A grantor can revoke a grant at their discretion before it is delivered, as stipulated in Article 709 of the Compilation of Sharia Economic Law, which states that the transfer of ownership of a grant occurs upon its receipt.

Furthermore, it can be annulled if it exceeds one-third of the total wealth of an individual and does not comply with the provisions of Article 210 of the Compilation of Islamic Law. Referring to cases in Singapore, a grant can be annulled if the grantor falls into poverty. If such a situation occurs in Indonesia, a grant from parents to their child can similarly be revoked.

A grant is only valid for existing assets; if the asset does not yet exist, the grant is invalid. The revocation of a grant under the Civil Code is also due to the grantor retaining the authority to sell or give away the granted asset. A grant will be automatically annulled if the recipient is obligated to pay debts or other burdens specified in the grant deed. Article 1688 permits the annulment of a grant if the recipient refuses to support the grantor who has fallen into poverty. Article 1689 of the Civil Code states that if the recipient fails to fulfill all the conditions of the grant, the grantor can reclaim the asset without being encumbered by a mortgage and obtain the proceeds and income from the grant.

## **2. Protection of Legal Rights for Grantors Who Become Impoverished in Singapore**

Singapore law, which has its roots in English law, has now evolved into a distinctive body of jurisprudence. It continues to absorb and modify common law and best practices from other well-established legal systems. Unlike Indonesia, which follows a civil law system, Singapore adheres to a common law system. Nevertheless, in Singapore's Agrarian Law, the principle of nationality is also employed. According to Singapore's land law regulations, all land within its territory is considered a national asset. Consequently, land that has not been granted ownership rights is regarded as state property, and the Singaporean government holds the authority to regulate the granting of land ownership rights to individuals or legal entities (Eugene, 2018)

The ownership of a piece of land in Singapore, referred to as a "Freehold Estate," is exclusively reserved for Singaporean citizens. Foreigners, who do not possess Singaporean citizenship, can only hold a "Freehold Estate" under a lease agreement for a duration of 7 years, which is renewable (Kevin, 2017). Additionally, other land rights, such as the "Hak Pakai," known in Singapore's Agrarian Law as "Leasehold Land," can be granted to foreigners and/or foreign legal entities for a period of 99 years, with the possibility of extension subject to specific conditions based on the type of land and the specifications of the plot. Absolute ownership for foreigners under Singapore's Agrarian Law is permissible for a condominium unit in an apartment building, contingent upon certain immigration requirements and with the approval of the Controller of Residential Property, a government authority under Singapore's Land and Property Registration Agency.

"Grant" in Arabic means "grant." When a grant is given, its legal consequence is the immediate and absolute transfer of ownership of the grant's subject to the grantee (i.e., the recipient of the grant). Article 2, "Interpretation," of the State Lands Act 1920 specifies that "grant" means a perpetual grant, and "grantee" means the owner of the grant.

"Ruqba Grant," refers to an absolute transfer of ownership under the condition that if the recipient survives, the grant becomes their sole property. The implication of a "ruqba grant" is that both the donor and the recipient share ownership of the grant until one predeceases the other. Should the recipient predecease the donor, the granted

property reverts to the donor. For a "ruqba grant" to be valid, three conditions must be met:

- a. An embodiment of the grantor's intention to bestow a grant, which must be manifested in writing, such as a deed of grant, akin to the manner in which a will is executed by a Muslim in accordance with the formalities prescribed by Section 6 of the Wills Act;
- b. Acceptance by the intended beneficiary, whether implied or explicit;
- c. The assumption of ownership of the grant by the recipient, whether actual or constructive. Constructive possession does not entail physical possession but allows the recipient to have rights over the grant, or even to receive rent or profits from it.

The purpose of a grant is to prevent disputes regarding whether the grantor and the grantee, at the time of the grant, intended for the ownership of the property to transfer from the grantor to the grantee. In Singapore, Muslims can execute a deed of grant, which pertains to the act of granting. However, it is important to note that Islamic law concerning grant is quite ancient and was not established based on the current conditions in Singapore. Therefore, the Islamic Religious Council of Singapore has issued a fatwa to acknowledge new forms of grants within the country, such as:

- a. Nomination for the Central Provident Fund (CPF)
- b. A trust managed by the Special Needs Trust Company (SNTC), established by the Ministry of Social and Family Development (MSF) and the National Council of Social Service (NCSS)
- c. Revocable Insurance Nomination

A Muslim individual is permitted to direct, through their will, that their assets and property be distributed in accordance with Islamic law. By providing such directives under Islamic law, one can create a Muslim will for the disposition of their estate. The will of a Muslim is referred to as "wasiat" in Malay or "wasiya" in Arabic. The term "faraid," on the other hand, pertains to Muslim inheritance law.

Therefore, this concept differs from a grant, which is an instrument of conveyance in Islam wherein the grantor vows to transfer ownership of assets to the recipient upon the grantor's death. Additionally, there is a significant distinction between a grant and a will: in the case of a grant, the ownership is transferred directly. In contrast, the transfer of ownership in a will is deferred. This implies that the recipient of a grant will acquire rights to the object only after the grantor's death.

Another distinction between grants and wills is that the testator (the person creating the will) is not permitted to allocate more than one-third of their estate upon death through a will. The remaining estate must be passed on to the legitimate heirs, unless all legitimate heirs consent to deviating from this rule.

Islamic law does not differentiate between types of property, such as real estate and personal items like jewelry. Consequently, Islamic law permits all types of assets to be transferred via a grant. However, in Singapore, there are restrictions on transferring assets through a grant. Specifically, the rights and interests in land in Singapore are governed by statutory regulations, unless these regulations explicitly state that they do not apply to Muslims. For example, an HDB flat cannot be transferred through a grant without prior written permission from the HDB.

In Singapore, regulations impose a maximum limit not exceeding one-third of the estate to maintain the financial stability of the grantor after making a grant. The

remainder of the estate must be distributed proportionally among the heirs, unless all heirs consent to deviate from this rule. A Muslim in Singapore is subject to both Singaporean Sharia Law and Singaporean statutory law. A will made by a Singaporean Muslim must comply with the provisions of Singaporean Sharia Law. A will is a legally binding document that conveys the testator's wishes or instructions to the heirs regarding the distribution of the estate upon the testator's death. Certain requirements must be met for the creation of a will in Singapore, including that the testator must be at least 21 years old, of sound mind, and in good physical and mental health. The signing of the will must be witnessed by at least two individuals, with the exception that male heirs who are Muslim are not permitted to serve as witnesses. Additionally, there are distinctions between Sharia Law and Civil Law regarding the preparation of a will.

In Islamic Law, the grantor of a grant retains the right to revoke or amend it as long as there has been no physical transfer and acceptance of the grant. For instance, a revocable insurance nomination, parallel to a CPF nomination, involves scenarios where the physical transfer and acceptance of the grant only occur upon the death of the policyholder. Therefore, the grantor can revoke or amend the grant in the context of a revocable insurance nomination while still alive. If the grantor has executed a deed of grant, any revocation or annulment of that deed must be explicitly stated in writing. Subsequently, a new deed of grant must be created if the grantor intends to make a new grant. In this regard, there are no penalties for the revocation of the grant.

It is advisable, even in cases of grants between parents and their children, to carefully consider the assets to be granted, the recipient of the grant, and to clearly document these intentions in writing at the time of the grant. This practice helps to prevent disputes regarding the validity of the grant and uncertainty about the subject of the grant and/or the intended recipient.

Due to X's old age and good communication between them without hesitation, X granted all of his wealth, including the apartment where he lived at the time. After several years, it became a common secret within the household that living under one roof with in-laws often led to discord. During a heated argument, X was finally expelled by his child from the apartment, which had been granted before and was originally his own, leaving him old, homeless, and without assets, thus making X homeless in Orchard Road.

By chance, X encountered his former business associate passing by and received charity from him. The associate recognized X and inquired about his identity, intending to confirm that the beggar was his former business associate. Of course, X did not admit or reveal his true identity. The suspicion of his business associate prompted him to bring the beggar back to his home. Indeed, the beggar he brought home was his former business associate, a wealthy entrepreneur.

Ultimately, X recounted what had happened to him, leading to his current state as a beggar. This touching story reached the business community in Singapore and garnered significant public attention, catching the notice of Singapore's Prime Minister Lee Kuan Yew. This made Lee Kuan Yew furious, prompting him to summon X's child and in-law to appear before him. Words of reproach and the statement "it is truly shameful that there are disobedient children like you in Singapore" came from the Prime Minister's mouth.

Subsequently, the Prime Minister summoned the Notary, and immediately the grant given by parents to their children was legally revoked. The Grant Deed that had been prepared by Singapore's Prime Minister Lee Kuan Yew was torn up. All the wealth formerly owned by X was returned and reverted to their possession. Moreover, the Prime Minister prohibited the children and their spouses from entering Apartment X.

Singapore's Prime Minister Lee Kuan Yew is renowned for his filial piety and respect for the elderly. To prevent similar incidents from occurring again, Prime Minister Lee Kuan Yew decided to implement rules prohibiting parents from giving away their inheritance before their demise. To ensure that the elderly receive respect throughout their lives, the Prime Minister also enacted a legally binding rule to provide employment opportunities for the elderly so that they can achieve financial independence and not rely on their families.

### **Conclusion and Recommendations**

Fundamentally, a grant cannot be revoked or annulled, except with the consent of the grantee. Article 1688 of the Civil Code stipulates conditions that may qualify for the cancellation of a grant. The cancellation of a grant is affected by declaring intent to the grantee, accompanied by the assertion that the party must uphold their rights and that another party is burdened with fulfilling an obligation.

The revocation of this grant can be pursued by the aggrieved party. This arises from a situation where one party fails to fulfill its obligations to another in the grant agreement, as every individual is required to comply with the established legal regulations in any agreement. The act of granting often leads to issues because the donor feels aggrieved by the grant, subsequently filing a lawsuit for the revocation of the grant in court. Thus, if such loss can be proven in court, the party causing the loss must bear the legal consequences for their actions.

The act of granting property or assets often leads to complications because the donor may perceive themselves as disadvantaged by their decision to grant. An application for a lawsuit to revoke the grant can be brought to court. Therefore, if such a loss can be proven in court, the party causing the loss must bear the legal consequences for their actions. Thus, legal protection is provided by the government to resolve all forms of violations or conflicts rooted in the recognition and protection of the fundamental rights of every individual, directed towards the boundaries of society and the government. Fundamentally, the law protects individual interests through rules and norms.

The granting must align with the amount of wealth possessed by the grantor as it closely relates to inheritance. If the entire wealth of the grantor is granted, it will impact both the grantor, heirs, and inheritance calculations. Grant is the transfer of wealth without consideration while the warisan is the transfer after the death of the testator.

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