



*Corresponding author: I Nyoman Sukarna Wijaya. Magister Hukum, Universitas Pendidikan Nasional, Denpasar, Bali, Indonesia

E-mail: sukarnawijaya.law@gmail.com

RESEARCH ARTICLE

Legal Protection for Property Tenants Against the Sale of Rented Property by the Owner to A Third Party

I Nyoman Sukarna Wijaya* & I Nyoman Budiana

Universitas Pendidikan Nasional, Denpasar, Bali, Indonesia.

Abstract: The transfer of ownership of a property still under lease often gives rise to disputes between the tenant and the new buyer. The main issue lies in the legal status of the lease agreement after the leased object is transferred and the extent of legal protection provided to the tenant. This article aims to analyze the legal status of the lease agreement after the transfer of ownership and examine the judge's considerations in Decision Number 1127/Pdt.G/2022/PN.Dps. This research is a normative juridical study with a statutory and conceptual approach. The primary legal materials are the Civil Code and court decisions, while the secondary legal materials come from relevant journals and legal literature as stated in the research manuscript. The results of the study indicate that based on Article 1576 of the Civil Code, the sale of a leased object does not terminate a previously established lease relationship, unless otherwise agreed. The Panel of Judges declared Lease Agreement No. 01 dated January 3, 2018, valid and binding and provided legal protection in the form of fulfillment of the agreement. This decision reflects the application of the principles of *pacta sunt servanda*, the principle of good faith, and the theory of preventive and repressive legal protection. Normatively and theoretically, protection for tenants is a manifestation of legal certainty, justice, and benefit in the practice of property agreements in Indonesia.

Keywords: Legal Protection, Renting, Property Sale and Purchase, Good Faith, Legal Certainty

1. Introduction

The development of the property sector in Indonesia shows significant dynamics in line with economic growth, population mobility, and increasing investment activity by both Indonesian citizens and foreigners. In practice, not all business actors or individuals choose to purchase property as a means of economic activity. Renting property is often a rational choice because it can minimize initial capital requirements and provide business flexibility. Property leasing is a form of civil legal relationship that holds a strategic position in modern economic practices. For business actors, renting property is a rational choice because it can minimize initial capital requirements. This is also relevant for foreign nationals conducting economic activities in Indonesia and choosing to rent rather than purchase property. A lease agreement is essentially a consensual legal relationship, arising from an agreement between the parties regarding the object, term, and rental price. In practice, such agreements are often formalized in a notarial deed to provide complete evidentiary power. Within the framework of civil law, the relationship between landlord and tenant arises from an agreement that creates reciprocal rights and obligations.



However, legal leases are not always dispute-free. Problems arise when the owner sells an object still under lease to a third party. Moreover, the property investment climate and the MSME sector that depend on leased spaces are impacted by the legal ambiguity of lease agreements (Hakim et al., 2025). In this context, a conflict arises between the property rights of the buyer as the new owner and the individual rights of the lessee arising from the agreement.

The concrete case analyzed in this research is Decision Number 127/Pdt.G/2022/PN.Dps. In its ruling, the Panel of Judges declared Lease Agreement Number 01 dated January 3, 2018, valid and binding. This decision affirms that the sale does not automatically terminate the legal lease relationship.

In the case analyzed in this research, Soon Ja Ryu, as the tenant, entered into a 20-year Lease Agreement No. 01 dated January 3, 2018, drawn up before a notary for a term of 20 years (2017–2037). The agreement was made well before the sale and purchase and fulfilled both the subjective and objective elements of the agreement.

Problems arose when, in 2019, the property was sold to I Nyoman Kaliana. The buyer then requested eviction of the property, while the tenant refused, arguing that the agreement was still valid. The new buyer requested eviction of the property, while the tenant remained bound by the existing agreement. This conflict reflects the conflict between the property rights of the buyer as the new owner and the individual rights of the tenant arising from the agreement (Agustina & Nadirah, 2023). Normatively, Article 1576 of the Civil Code (KUHPerdata) states that the sale of leased goods does not terminate the lease relationship unless otherwise agreed (Ujung, 2013). This norm confirms that the tenant's rights remain protected even if there is a transfer of ownership.

Denpasar District Court Decision No. 1127/Pdt.G/2022/PN.Dps affirms that Lease Agreement No. 01 dated January 3, 2018, is valid and legally binding. The judge provided legal protection in the form of fulfillment of the agreement in accordance with the provisions of Article 1267 of the Civil Code, which gives the injured party the right to demand fulfillment of the agreement in the event of a breach of contract (Sari & Sarjana, 2023). This decision shows that contractual relationships have a binding force that cannot be set aside simply because of a transfer of ownership.

From a theoretical perspective, tenant protection cannot be separated from the theory of legal protection. Satjipto Rahardjo emphasized that legal protection is a form of protection for human rights that are violated by other parties. This protection can be preventive or repressive. Preventive protection aims to prevent disputes through normative regulation, while repressive protection is realized through dispute resolution mechanisms in court. In the context of rental disputes, Article 1576 of the Civil Code is a form of preventive protection, while court decisions are repressive protection.

In addition, Philipus M. Hadjon emphasized that legal protection is a form of recognition and protection of citizens' rights in a state of law (Prayoga et al., 2023). The state is obligated to provide legal certainty to prevent the public from experiencing arbitrary action (Angeline & Gunadi, 2022). In disputes between tenants and buyers, the courts play a crucial role in balancing the interests of the parties.

Tenant protection in various contexts has been widely studied, such as objects pledged to banks (Pesik & Putra, 2022) or lessor who is declared bankrupt (Wicaksono & Suryoutomo, 2023). According to Rockhim (2026) reviewing the principle of sale and purchase does not

terminate the lease from the perspective of contract law, while Sari and Bachelor (2023) emphasize the protection of land tenants (2023).

Furthermore, studies on legal protection for tenants have developed in various contexts. Rokhim (2016) emphasized the principle of "the lease does not terminated by taking over property" as part of the normative construction of Article 1576 of the Civil Code in maintaining the stability of contractual relationships. In general, these studies emphasize the importance of protecting tenants as parties acting in good faith (2016). Moreover, the evolution of contract law and third-party intervention showed in research by Gupta that emphasizes the importance of computable legal contracts for industry and academia regarding to duration, delay compensation, and variation, which can be applied to worldwide, regardless of the complexity or scale projects(Gupta & Jha, 2024).

However, existing studies still tend to be normative and have not comprehensively analyzed the construction of judges' considerations in concrete decisions, particularly in Decision Number 1127/Pdt.G/2022/PN.Dps. Furthermore, the theory of legal protection has not been widely integrated with the principles of freedom of contract, *pacta sunt servanda*, and the principle of good faith within a comprehensive analytical framework for disputes over the sale and purchase of leased objects. Literature also lacks concrete policy implications for notaries, purchasers, or policy makers.

Based on this gap, this study offers an integrative approach between judicial norms and practices by linking Articles 1576 and 1267 of the Civil Code with an analysis of judicial decisions. This study also synthesizes the theory of legal protection with the principles of contract law and reconstructs the relationship between property rights and individual rights in the context of private disputes, by formulating the following problem statement:

- (1). What is the legal position of the rental agreement after the rental object is transferred to the new owner?
- (2). What are the judge's considerations in Decision Number 1127/Pdt.G/2022/PN.Dps from the perspective of legal protection and the principle of good faith?

2. Research Method and Materials

This research uses a normative juridical method with a statute approach and a conceptual approach. The statutory approach is carried out by examining the Civil Code and relevant court decisions, while the conceptual approach is used to analyze the theory of legal protection and the principle of good faith. Primary legal materials include the 1945 Constitution, the Civil Code, and Decisions Number 1127/Pdt.G/2022/PN.Dps and Decision Number 132/PDT/2023/PT DPS. Secondary legal materials come from journals and scientific works as listed in the manuscript's bibliography.

Testing using the Diebold–Mariano method shows no significant difference between the classical jurisprudence-based model and the model incorporating Decision Number 1127/Pdt.G/2022/PN Dps. The insignificant DM statistical value indicates that the judge's consideration in the a quo case remains within the "sale and purchase does not terminate the lease" doctrine as stipulated in Article 1576 of the Civil Code. Therefore, this decision reflects jurisprudential consistency and does not indicate a shift in legal doctrine. However, this paper focus on the details in the analysis was conducted qualitatively using systematic and argumentative interpretation methods described as follows.

2.1. Types and Character of Research

This research is normative legal research, which positions law as a norm or rule that applies within the legal system (Maulana et al., 2025). Normative legal research aims to examine the consistency, synchronization, and application of legal norms to a concrete legal event. In this



context, the object of study focuses on the legal status of a lease agreement after the transfer of ownership and an analysis of the judge's considerations in Decision Number 1127/Pdt.G/2022/PN.Dps.

As explained in the research paper, the approaches used are the statute approach and the conceptual approach. The normative character of this research emphasizes the analysis of the norms of Article 1576 and Article 1267 of the Civil Code (KUHPperdata) in relation to judicial practice.

This approach was chosen because the problem being studied is related to the conflict between the property rights of the buyer and the personal rights of the tenant, the resolution of which depends on the construction of civil law norms and the judge's interpretation in court decisions.

2.2. Research Approach

2.2.1. Statute Approach

This approach is conducted by examining all laws and regulations relevant to the legal issue under study, particularly the Civil Code (KUHPperdata), the primary source governing leases and sales. The review is conducted systematically to understand the position of Article 1576 of the Civil Code within the Indonesian contract law system.

This statutory approach allows for a textual and systematic analysis of norms, including the relationship between provisions regarding leases and breach of contract, as stipulated in Article 1267 of the Civil Code (Soleman, 2018). Thus, the analysis does not stop at a single article but rather examines the interconnectedness of norms comprehensively.

2.2.2. Conceptual Approach

A conceptual approach was used because this research goes beyond analyzing written norms and also examines legal principles and theories developed within legal doctrine. This approach is necessary to understand the philosophical and theoretical foundations of legal protection for tenants.

The theory of legal protection put forward by Satjipto Rahardjo states that the law functions to protect human rights violated by other parties (Prayoga et al., 2023). This protection can be preventive or repressive. Preventive protection aims to prevent disputes through normative regulation, while repressive protection is realized through dispute resolution mechanisms in the courts.

. Furthermore, Philipus M. Hadjon emphasized that legal protection is a form of recognition of citizens' rights in a state governed by law, aimed at preventing arbitrary actions (Antonius et al., 2024) (Prayoga et al., 2023). Integrating this theory into research allows for a more in-depth analysis of judges' considerations as a form of repressive legal protection.

A conceptual approach is also used to examine the principle of good faith in sales transactions. The research paper explains that good faith has two dimensions: objective (propriety and morality) and subjective (inner honesty). This concept is relevant in assessing the buyer's position as the party who should examine the status of the object before the transaction is carried out.

2.2.3. Case Approach

This study also uses a case-by-case approach, using Denpasar District Court Decision No. 1127/Pdt.G/2022/PN.Dps as the primary object of analysis. This case-by-case approach aims to understand how judges construct legal considerations based on trial facts and applicable norms.

The decision is analyzed from the following perspective:

- (a). The construction of the parties' legal relationship.



- (b). The judge's consideration of the validity of the agreement.
- (c). The application of Article 1576 and Article 1267 of the Civil Code.
- (d). The implementation of the theory of legal protection in the decision.

This approach allows for research that is not only normative-doctrinal, but also analytical in its analysis of judicial practice (law in action).

2.3. *Legal Material Collection and Processing Techniques*

The collection of legal materials was conducted through library research, reading, citing, and taking notes on relevant literature. Furthermore, the judges' considerations in their decisions were identified as the primary analytical material.

The legal materials were processed through several stages: identification, sorting relevant legal materials; editing, ensuring data conformity to the research issues; coding, grouping legal materials by theme; and reconstruction and systematization, compiling legal materials within a structured analytical framework.

2.4. *Legal Material Analysis Techniques*

The analysis was conducted qualitatively using systematic and argumentative interpretation methods. The norms of Article 1576 and Article 1267 of the Civil Code were interpreted in relation to the legal facts in the decision.

The analysis also employed a deductive approach, drawing conclusions from general norms to specific cases. This approach allows for an evaluation of the consistency of the judge's reasoning with the theory of legal protection and the principle of good faith.

Using this methodology, this research seeks to produce a comprehensive and in-depth analysis, not only at the normative level but also at the level of jurisprudential argumentation.

3. Results and Discussion

3.1. *Construction of the Legal Relationship between the Parties in the Case*

Case No. 1127/Pdt.G/2022/PN.Dps stems from Lease Agreement No. 01 dated January 3, 2018, drawn up before a notary between the lessee (Soon Ja Ryu) and the original owner of the land and building. The agreement was valid for 20 years (2017–2037) and was made before a third party.

Legally, the relationship between the lessee and the original owner is an obligatory relationship arising from the agreement. Under civil law, an agreement that meets the requirements for validity as stipulated in Article 1320 of the Civil Code has the force of law binding the parties (*pacta sunt servanda*). In this ruling, the judge confirmed that the agreement was valid and binding because it met both subjective and objective elements.

The problem arose when the leased property was sold to a third party (Bagaskara & Reykasari, 2024), who subsequently requested vacancy. This is where a conflict arose between the property rights of the buyer as the new owner and the individual rights of the lessee arising from the previous agreement (Hapsari et al., 2024). The judge framed this conflict within the framework of Article 1576 of the Civil Code, which states that the sale of leased goods does not terminate the lease relationship unless otherwise agreed.

This ruling explicitly recognizes the validity of this principle as a basis for protecting the lessee. Therefore, the legal relationship between the lessee and the lessee is not extinguished by the sale.

3.2. *Judge's Ratio Decidendi Analysis*

3.2.1. *Validity of Agreement as a Basis for Protection*

The judge based his considerations on the fact that the agreement was made before the sale, and purchase took place and that there was no clause stating that the agreement terminated



upon transfer of ownership (Marsuseno et al., 2020). This is important because Article 1576 of the Civil Code allows for exceptions if otherwise agreed.

Therefore, the judge's primary ratio decidendi rested on two factors:

(1). *The agreement was valid and still in effect.*

It is shown on the Deed of Lease Agreement No. 01 dated January 3 2018, the Counterclaimant/Conventional Defendant I (Soon Ja Ryu) and Defendant II agreed to enter into a lease agreement for the land and building.

Hence, with technical breakdown of the legal variables (proof) which led to the PN Denpasar decision as follows:

- (a). Photocopy of Rental Agreement No. 01, dated January 3, 2018
- (b). Photocopy of Rental Payment Receipt, dated November 6, 2017
- (c). Photocopy of First Legal Notice, dated September 5, 2022.
- (d). Photocopy of Second Legal Notice, dated September 12, 2022.
- (e). Photocopy of Third Legal Notice, dated September 19, 2022.
- (f). Photocopy of Ryu Soon Ja's Electronic Limited Stay Permit
- (g). Photocopy of Ryu Soon Ja's Passport No. M28853133
- (h). Photocopy of Ryu Soon Ja's Visa

(2). *There was no clause excluding the applicability of Article 1576 of the Civil Code.*

This decision demonstrates the judge's consistency in applying the principle of legal certainty. The protection afforded is not solely due to the existence of a tenant, but rather due to the existence of a valid agreement.

3.2.2. *Application of Article 1267 of the Civil Code*

In addition to Article 1576, the judge also referred to Article 1267 of the Civil Code, which stipulates the right of the injured party to demand fulfillment of the agreement in the event of a breach of contract. In this context, the act of requesting vacancy before the end of the lease period is seen as a violation of the tenant's rights.

The use of Article 1267 of the Civil Code indicates that the judge viewed this dispute as a breach of the obligation to honor the lease. This means that the buyer, as the new owner, legally replaces the lessor and is bound by the existing agreement.

c. Principles of Good Faith and Due Diligence

The text states that good faith has both objective (appropriateness) and subjective (honesty) dimensions. From this perspective, the buyer should conduct due diligence on the property's status before the transaction.

The judge implicitly considered that the buyer could not use the new ownership status to ignore the tenant's rights (Pesik & Putra, 2022). This demonstrates that the principle of good faith is a crucial consideration in maintaining a balance of interests.

3.3. *Analysis from the Perspective of Legal Protection Theory*

This ruling reflects the application of Satjipto Rahardjo's theory of legal protection, which states that the law must provide protection to the injured party. The tenant in this case acted in good faith and fulfilled Its obligations.

The protection granted by the judge constitutes a form of repressive protection, as argued by Philipus M. Hadjon, because it is realized through the judicial mechanism (Hidayat & Ardiansyah, 2025).

Furthermore, this ruling emphasizes that legal protection applies not only to relations between citizens and the state, but also to private relationships between individuals. In this context, the state, through the courts, exists to guarantee contractual legal certainty.

3.4. *Reconstruction of the Relationship between Property Rights and Individual Rights*

Theoretically, property rights are absolute and follow the property (*droit de suite*). However, in this case, the judge emphasized that the buyer's property rights do not extinguish the individual rights of the tenant that were previously established.

This demonstrates that in certain contexts, the law prioritizes the protection of existing contractual rights, as long as they do not conflict with legal norms and are not otherwise agreed upon.

This approach aligns with Rokhim's (2016) research on the principle that a sale does not terminate a lease, but in this case, its application was tested in concrete practice.

3.5. *Implications for Legal Policy and Practice*

This ruling has important policy implications, including:

- (a). For Notaries: It is necessary to include an explicit clause regarding the enforceability of the agreement in the event of a transfer of ownership.
- (b). For Property Buyers: It is mandatory to conduct legal due diligence to ensure there are no active lease agreements.
- (c). For Policy Makers: A long-term lease agreement registration system should be considered to increase transparency.
- (d). For the Judiciary: This ruling can set a precedent in maintaining the consistent application of Article 1576 of the Civil Code.

Thus, this ruling not only resolves concrete disputes but also strengthens the doctrine of legal certainty and contractual protection in Indonesian judicial practice.

4. Conclusion

Based on a normative and jurisprudential analysis of Denpasar District Court Decision No. 1127/Pdt.G/2022/PN.Dps, it can be affirmed that a legally executed lease agreement that complies with Article 1320 of the Civil Code remains binding, including for the party who subsequently acquires rights to the object. The application of Article 1576 of the Civil Code in this decision confirms that a sale and purchase does not terminate the lease relationship, unless otherwise agreed. Because there is no clause terminating the lease upon transfer of ownership, the lessee's rights must still be respected by the buyer as the new owner. This is stated in the Judge's consideration in Court Decision Number 1127/Pdt.G/2022/PN Dps. In the lease agreement between Defendant I and Defendant II, there is no mention of a clause that if the land and building are sold, the lease agreement will be terminated.

Furthermore, referring to Article 1267 of the Civil Code, the judge deemed that requesting vacation before the end of the lease constitutes a violation of the lessee's contractual rights. This decision also reflects the application of the theory of legal protection, which positions the law as a means of protecting the injured party, as well as a form of repressive protection within the framework of a state based on the rule of law. Conceptually, this case demonstrates that in conflicts between the property rights of a buyer and the personal rights of a lessee, Indonesian civil law prioritizes the protection of pre-existing contractual rights, unless otherwise agreed. Thus, the principles of legal certainty and *pacta sunt servanda* are clearly affirmed in judicial practice.

As a policy implication, it is necessary to strengthen notarial practices by including explicit clauses regarding the validity of leases in the event of transfer of ownership, as well as the obligation of legal due diligence for buyers before entering into a transaction. Furthermore, policymakers can consider a long-term lease agreement registration system to increase transparency and prevent disputes, along with consistent jurisprudence in the application of Article 1576 of the Civil Code. These efforts need to be supported by increasing public legal literacy so that property transactions are conducted with full awareness of their legal consequences.

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