

Legal Responsibility for Notaries Involved in Corruption Crimes Land Procurement Logistics Agency

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Abstract. *This study aims to analyze: 1) The position of a notary in the event of a criminal act of corruption on land procurement at the Logistics Affairs Agency. 2) Legal accountability for notaries involved in criminal acts of corruption in land procurement for the Logistics Affairs Agency. This type of research includes the scope of normative legal research. The approach method used in this research is the case study approach and the statutory approach. This type of data uses secondary data obtained by literature study. The data analysis method used in this research is prescriptive. The research results concluded: 1). The position of a notary in the event of a criminal act of corruption in land acquisition for the Logistics Affairs Agency is as a party who participated in helping the KS commit corruption. The PC's actions in carrying out criminal acts together with KS are punishable by crime in Article 2 Paragraph (1) of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes as amended by Law No. 20 of 2001 concerning amendments to Law No. 31 of 1999 concerning the Eradication of Corruption in conjunction with Article 55 Paragraph (1) 1 of the Criminal Code. PC misuses the authority, opportunity, or means available to him because of his position or position as a Notary. 2) Legal responsibility for notaries involved in criminal acts of corruption in land procurement for the Logistics Agency is individual responsibility and accountability based on error. The legal facts at the trial were that the Panel of Judges believed that PC's actions had fulfilled the formulation of the elements in Article 3 of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes. Based on the decision Number 90/Pid.Sus-Tpk/2022/PN Smg, PC was sentenced to imprisonment for 1 (one) year and a fine of IDR 50,000,000.00 (fifty million rupiah) with the provision that if the fine is not paid it will be replaced with a crime imprisonment for 1 month.*

Keywords: Acquisition; Corruption; Land; Notary; Responsibilities.

1. Introduction

Soil is an important thing in human life considering that most of life depends on land. Regarding land rights, the law also requires rights holders to register their respective lands. Land registration is a very important issue in the UUPA, because land registration is the beginning of the process of producing a proof of ownership of land rights.¹Providing legal certainty over the rights of landowners is very important. Legal certainty of land ownership begins with a legal product in the form of a land ownership certificate issued by the National Land Agency. Land registration is carried out to protect the community's rights to their land ownership.²So important is the function and role of land for human life, it is necessary to have a legal basis that serves as a guideline and as a form of guarantee of legal certainty, in the implementation and settlement of land, especially in the issue of procuring land rights for the public interest.³

The journey of a notary in Indonesia has developed in accordance with the development of the Indonesian state and nation. Contemporary history of Indonesia records that during the reformation era there was a significant change in the notary institution. This change was marked by the success of the Reform Order government in enacting Law No. 30 of 2004 concerning the Position of Notary Public (UUJN), which was later amended by Law No. 2 of 2014.⁴Notary is a public official who has the authority to make authentic deeds and other authorities as referred to in Law No. 2 of 2014 regarding amendments to Law No. 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJNP). In his explanation it is stated that a Notary is a public official authorized to make authentic deeds as long as the making of certain authentic deeds is not specific to other public officials. The need for written agreements made before a notary is to guarantee legal certainty and to fulfill strong evidentiary law for the parties to the agreement.⁵

The power inherent in an authentic deed is perfect and binding, which means that if the evidence of an Authentic Deed is submitted that meets the formal and

¹Sharifah Lia. Lathifah Hanim. Legal Certainty in Dispute Resolution Overlapping Land Ownership Certificates (Shm) (Case Study at the Pontianak Land/Agrarian and Spatial Planning Office). Deed Journal. Vol. 4. No. 1. March 2017: 33 – 36. Unissula. Semarang. p. 34

²Daughter. C.A. Gunarto. Effectiveness of Certificate Checking in Preventing Land Disputes in the Process of Transferring Land Rights. Deed Journal. Vol. 5. Number (1) of 2018. p.268.

³Mohammad Elmo. Amen Purnawan. The Role of Notaries in Land Procurement Transactions for the Sekadau Regency Government Office Complex Construction Site. Deed Journal. Vol 5 No 1 March 2018. p. 234

⁴Rita Permanasari. Ahmad Khishni. Legal Immunity for Notaries Who Reveal Secrets. Position. Deed Journal. Volume 5 Number 2 March 2018. p.26

⁵Abdul Jalal. Suwitno. Sri Endah Wahyuningsih. Involvement of Notary Officials in Unlawful Acts and Participating in Crimes in Document Forgery. Deed Journal. Volume 5 Number 1 March 2018. p.228

material requirements and the opposing evidence presented by the defendant does not reduce its existence, it also has perfect and binding evidentiary power (*volledig en bindende bewijskracht*), thus the truth of the contents and statements contained therein becomes complete and binding on the parties regarding what is stated in the deed. It is perfect and binding on the judge so that the judge must use it as a perfect and sufficient factual basis for making a decision on resolving the disputed case.⁶

The authority to make authentic deeds is only exercised by the Notary as long as the making of certain authentic deeds is not reserved for other public officials. It can be concluded that the Notary is the only public official who has the authority to do so. Knowing the importance of the duties and position of a Notary in society and the evidentiary power of the authentic deed he or she makes, it can be said that the position of Notary is a position of trust. This position of trust given by law and society requires a person who works as a Notary to be responsible for carrying out this trust as well as possible and upholding legal ethics, the dignity and nobility of his position.⁷ Notaries in carrying out their duties provide services to people who need their services as well as possible. Notaries also provide legal education to their clients to achieve a high level of legal awareness so that people are aware of and appreciate their rights and obligations as citizens and members of society.⁸

A Notary is inseparable from sanctions if he violates the applicable laws and regulations. When a Notary in carrying out his duties and positions is proven to have committed a violation, the Notary may be subject to or be subject to sanctions in the form of civil, administrative and ethical sanctions for the position of a Notary. These sanctions have been regulated in such a way both in the Law of the Republic of Indonesia Number 2 of 2014 and the Notary Code of Ethics. A notary with the initials PC has become a suspect in a corruption case for the procurement of 6 hectares of Perum Bulog land in Mayahan Village, Tawangharjo District, Grobogan Regency. PC was allegedly involved in misappropriating the budget for the purchase of Bulog's land together with KS, who had already been named a suspect. PC is a notary appointed directly by Perum Bulog. However, in its development, it is suspected that he participated in committing irregularities related to the procurement of land for the Bulog warehouse in Mayahan in 2018. From this case, there were state losses of IDR 4,999,421,705.00 or IDR 4.9 billion based on a report from the Central Java Representative Office for Financial and Development Supervisory Agency (BPKP). PC was charged with Article 2

⁶Christin Sasauw. Juridical Review of the Binding Strength of a Notarial Deed. Lex Private Journal. Volume III Number 1. 2015. p. 100.

⁷Habib Adjie. (2009). Indonesian Notary Law (Thematic Interpretation of Position Law No. 30 of 2004 concerning Notary Positions. Bandung: Refika Aditama. p. 40

⁸Ndaru Satrio. Juridical Analysis of the Crime of Providing False Information in an Authentic Deed as Meant in Article 266 Paragraph (1). LEX Certa Journal. Volume 1 Number 1 2016. p.97

paragraph (1) of the Republic of Indonesia Law No. 20 of 2001 concerning Amendments to the Republic of Indonesia Law No. 31 of 1999 concerning the Eradication of Corruption Crimes in conjunction with Article 55 Paragraph (1) of the 1st Criminal Code. PC was named a suspect in this case in April 2022. PC submitted a pre-trial request to determine the suspect in June 2022, but the request was rejected by the Purwodadi District Court.

This case was then handled by the Semarang District Court with decision Number 90/Pid.Sus-Tpk/2022/PN Smg. In his decision, PC was proven legally and convincingly guilty of committing the crime of corruption together as the Subsidair's indictment. However, PC was only sentenced to imprisonment for 1 (one) year and a fine of IDR 50,000,000.00 (fifty million rupiahs) provided that if the fine is not paid it is replaced with imprisonment for 1 (one) month. The Notary Office Law does not regulate criminal sanctions against Notaries. However, in practice it is found that a legal action or violation committed by a notary regarding the authentic deed he made qualifies as a crime.

2. Research Methods

This type of research includes the scope of normative legal research. The approach method used in this research is the case study approach and the statutory approach. This type of data uses secondary data obtained by literature study. The data analysis method used in this research is prescriptive.

3. Results and Discussion

3.1 Position of Notary in Events of Corruption Crime Land Procurement Logistics Affairs Agency

The role of a notary regarding assistance in providing legal certainty and legal protection for the community is very important. The role of this notary is more preventive or preventive for future legal problems by making authentic deeds related to legal status, rights and obligations of a person in law, and so on which functions as the most perfect evidence in court, namely in the event of a rights dispute. and that obligation.⁹

Notaries are a legal profession in the civil realm, not infrequently in current developments they are involved in criminal law cases. One of them is in criminal acts of corruption. As for the notary corruption case in the decision of the Semarang District Court Number 90/Pid.Sus-Tpk/2022/PN Smg, namely a notary

⁹Erina Permatasari. Lathifah Hanim. Roles and Responsibilities of Notaries for the Implementation of Limited Liability Company Legal Entity Registration Through the Online System. Deed Journal. Volume 4 Number 3 September 2017. p.401

with the initials PC became a suspect in a corruption case for the procurement of 6 hectares of Perum Bulog land in Mayahan Village, Tawangharjo District, Grobogan Regency. PC is a Notary and Land Deed Making Officer (PPAT) who has been appointed by the Public Company (Perum) BULOG in accordance with Work Order Letter (SPMK) Number: 09/DIV.JTG/PBJ-NOT/GROB/03/2018 dated 21 March 2018 regarding Procurement of Notary Services for land acquisition in Mayahan Village, Tawangharjo District, Grobogan Regency in 2018.

Before signing the work contract for his notary services with Bulog, PC had played a role in land acquisition. PC's position in the case of corruption in the land acquisition of the BULOG Public Company (Perum) is as a party who participated in jointly committing acts of corruption with KS. These actions are:

1. Mark up the land purchase price. To get a profit from the difference that will be paid by Perum BULOG with the amount received by the land owner (seller) as agreed by the land owner with the Village committee team which was then submitted by the KS, and finally a Statement Letter was made by the land owner on March 8 2018 which has been made by PC, as the basis for the transfer that occurred on June 11, 2018.
2. The PC did not inform BULOG about obtaining permits related to the land object to be purchased which had to be "clean and clear", that is, the land had to be drained for the construction of a warehouse, the land had been certified, the land was not in dispute, the measurement was carried out by BPN, where all these activities had been financed by The KS first, as if there were residents' land whose certificates were guaranteed to a third party, then the KS took/paid them off, then the damaged certificates were taken care of until a new replacement certificate was issued and the PC took care of it.
3. The PC has made a Statement dated March 8 2018 from the land owner of Mayahan Village (land seller) and the PC has also made a Recap of the Mayahan Bulog, which is intended as a basis for being able to transfer money in the land owner's account / savings account to the reserve account for the KS, where both documents The PC has handed it over to the witness Sri Erlina Lestari (BRI).
4. PC has informed the witness Sri Erlina Lestari at the meeting on 8 March 2018 at the Mayahan Village Hall, in addition to opening accounts for landowners there will also be withdrawals/transfers, so witness Sri Erlina Lestari has prepared withdrawal/transfer slips, then asked prospective customers (land owners)) signed a blank withdrawal slip (without name, account number, date and amount of withdrawal) then the witness Sri Erlina Lestari gave the name on the slip using a pencil so that there were no mistakes between the name and the signature of each resident who owns the land, which later used to transfer funds to an account in the name of KS in accordance with the statement letter.

5. The opening of the account books belonging to Mayahan Village residents (land owners) was printed on March 13 2018, but the land owner's account books were only given on June 25 2018, with the reason given by the PC to the witness Sri Erlina Lestari, namely that there were still several residents who has not met the requirements for administration of his name.

6. At the request of KS, PC together with witness Saerozi went to the Central Bureau of Logistics Housing Office in Jakarta, which was fully funded by KS, with the intention of asking about the certainty of purchasing the land and when payment would be made.

7. PC as a notary and at the same time as PPAT executed a Deed of Sale and Purchase Agreement between 21 (twenty one) land owners (sellers) and BULOG represented by witness Gatot Endro Waluyo dated March 29 2018, but the signing of the deed was not carried out. before the PC as a notary but the deed is prepared first after it is ready and then requested to each resident who owns the land, after it is signed by the resident then the deed is sent to the Semarang Subdivision, then witness Gatot Endro Waluyo signs the Sale and Purchase Agreement deed, after the resident who owns the land and the witness Gatot Endro Waluyo signed the deed. A copy of the deed was only given to BULOG, while the land owners were never given a copy of the sale and purchase agreement deed.so that this is not in line with what is meant in Article 54 of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Office of a Notary, indeed in that article there is no obligation to provide to the parties but as a Notary who being honest, impartial and protecting the interests of the parties related to legal actions there is nothing wrong if a copy of the deed is also given to the residents who own the land, so that residents also know the actual value paid by BULOG.indeed in that article there is no obligation to provide to the parties but as a Notary who is honest, impartial and safeguards the interests of the parties related to legal actions there is nothing wrong if a copy of the deed is also given to the residents who own the land, so that residents also know the value which is actually paid by BULOG.

8. PC has learned that there is a price agreement between the land owners (sellers) and the Village committee team who want their land to be sold at a price of IDR 270,000 / m², this is proven by the Bulog Mayahan recap made by witness Catur Wulan Muharti who is a PC staff where in the summary there is a column which reads the price per meter (m²) from Bulog and the seller, as the price from Bulog is in accordance with what is stated in the Deed of Sale and Purchase Agreement which was made by PC on March 29 2018, while from the seller is the price IDR 270,000,- / m² net, so that the difference is obtained and the PC actually did not notify BULOG about the existence of a price agreement between the land owners (sellers) who asked for their land to be sold at a price of

IDR 270,000,- / m²,so that the value contained in the Sale and Purchase Agreement Deed is different from the actual value received by the landowners due to a transfer/debit on June 11, 2018 from the landowner's account to a reserve account in the name of KS.

9. On June 9 2018 there was a meeting at the BRI Purwodadi Branch office, namely PC and KS came and then explained to the BRI Branch Manager that later there would be a reserve fund that would function as excess and underpaid because there was an agreement from each resident of the land owner, then PC showing Recap of Bulog Mayahan which contains the nominal value that will be transferred from the account belonging to the land owner to a reserve account on behalf of KS and PC also showing a statement letter from the land owner dated March 8 2018, on June 11 2018 using the transfer slip that has been signed 21 (twenty one) of the landowners on March 8 2018, the witness Sri Erlina Lestari wrote down the nominal amount that was transferred according to the recap submitted by the PC,as in the bank statement number 007601052043500 in the name of KS there was an incoming transaction amounting to IDR 5,627,609,800.00 (five billion six hundred twenty seven million six hundred nine thousand eight hundred rupiah) on June 11 2018, but the transfer transaction was never PC convey it both to the residents who own the land, the Village committee team and to BULOG.

10. When Perum BULOG paid the landowner (seller) on June 8 2018 and when the residents needed a loan for Eid preparations taken from a reserve account where the handover was made at the PC office, the PC also did not notify the Mayahan Village residents who own the land (seller) has been entered into the account of each land owner (seller), so that the residents of Mayahan Village who own the land (seller) do not know about it.

11. PC's actions are contrary to Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notaries, namely Article 16 which states "which requires notaries to act in a trustworthy, honest, thorough, independent, impartial and safeguarding party's interests." related to legal actions", because PC is a Notary and PPAT who has been given a work contract by Perum BULOG, but in reality PC helps KS to get a profit from the difference paid by Perum BULOG and what is actually received by the land owner (seller). .

As a result of these irregularities, KS and PC caused a loss to the state finances of IDR 4,999,421,705.00 (four billion nine hundred ninety nine million four hundred twenty one thousand seven hundred and five rupiah), based on the Audit Report on the Calculation of State Financial Losses on Alleged Corruption Crime of Deviation of Payment for Land Purchase (Land Acquisition) for BULOG Warehouse in Mayahan Village, Tawangharjo District, Grobogan Regency in 2018 from the

Financial and Development Supervisory Agency (BPKP) Representative of Central Java Province Number: SR-458/PW11/5.1/2021 dated 2nd August 2021.

Based on the actions carried out by PC above, PC's position as a Notary in the event of a criminal act of corruption for land procurement for the logistics affairs agency in Grobogan Regency was as a party that participated in helping KS. Based on the trial, PC's actions have fulfilled all the elements of Article 3 of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes as amended by Law No. 20 of 2001 concerning Amendments to Law No. 31 of 1999 concerning the Eradication of Corruption Crimes Jo. Article 55 paragraph (1) 1 of the Criminal Code, the PC is declared to have been legally and convincingly proven to have committed a criminal act.

The cause of PC being involved in a criminal case was because PC did not carry out the attitude of a Notary, namely being honest, impartial and safeguarding the interests of the parties related to the act, so because of his actions PC had to serve a prison sentence. Based on law enforcement theory, the implementation of imprisonment with the correctional system is indeed part of a series of criminal law enforcement or part of a series of criminal justice systems in Indonesia.¹⁰

3.2 Legal Responsibility for Notaries Involved in Corruption Crimes Land Procurement Logistics Agency

The notary is responsible so that every deed he makes has the authentic nature as referred to in Article 1868 of the Civil Code. The notary's obligation is to be able to know the legal regulations that apply in the State of Indonesia as well as to know what laws apply to the parties who come to the notary to make the deed. This is very important so that the deed made by the notary has its authenticity as an authentic deed because it is perfect evidence. However, the notary may make a mistake in making the deed. Errors that may occur are:

1. Typical errors on the notarized copy, in this case the error can be corrected by making a new copy that is the same as the original and only the copy that is the same as the new original has the same power as the original deed.
2. Wrong form of notarial deed, in this case where the minutes of the meeting should have been made but the notary made it as a statement of meeting decisions.

¹⁰Lilik Mulyadi. (2007). Criminal Procedure Law. Jakarta: Citra Aditya Bakti. p. 20

3. Error in the contents of the notary deed, in this case regarding the statement from the parties who appeared before the notary, where at the time the deed was drawn up it was considered correct but later turned out to be incorrect.¹¹

As a public official (*openbaar ambtenaar*) who has the authority to make authentic deeds, he can be burdened with responsibility for his actions in connection with his work in making these deeds. The scope of responsibility of a notary includes the material truth of the deed he made. Regarding the responsibilities of a notary as a public official relating to material truth, it is divided into 4 (four) points, namely:¹²

1. Civil notary responsibility for the material truth of the deed he made.
2. The notary's responsibility is based on the Notary's Position Regulations for the material truth in the deed he made.
3. The responsibility of a notary in carrying out his duties is based on the Notary's Code of Ethics.
4. Notary's criminal responsibility for the material truth of the deed he or she makes.

The imposition of a sentence must meet certain conditions. these certain conditions. Based on Law No. 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning the Position of Notaries, Article 66 paragraph (1), namely that the Regional Supervisory Council has been replaced with the Notary Honorary Council, meaning that legal officers must obtain permission from the Notary Honorary Council to summon a notary. . Regarding the procedures for examining a notary which is the task of the Supervisory Board. However, in terms of the interests of the judicial process, based on Article 66 paragraph (1) of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Positions of Notaries, Investigators, the public prosecutor or judge must require the approval of the Notary Ethics Council to take a photocopy of the minutes of the deed and/the letters attached to the minutes of the notary deed or protocol and summon the notary to attend the examination relating to the deed or notary protocol which is in the notary's custody. But in reality, in practice, there are now many notaries who, in fulfilling summons by investigators and courts, no longer require the approval of the Notary Honorary Council, in other words, notaries proceed in court without the approval of the Notary Honorary Council, so it

¹¹Mudofir Hadi. Cancellation of the Contents of the Notary Deed with the Judge's Decision of the Journal of *Varia Perjudi*. Year VI Number 72. p. 143.

¹²Nico. (2003). Responsibilities of a Notary as a Public Official. Center for Documentation and Studies of Business Law. Yogyakarta. p. 34.

seems that Article 66 paragraph (1) of the Law Law No. 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning Positions appears to be ignored by several notaries.¹³

PC trial process The public prosecutor has asked for approval from the Notary Ethics Council to detain PC in Correctional Institutions during the investigation process until the case is finished. PC's detention has been carried out in accordance with procedures as stipulated in the Law on Notary Positions. Even though a Notary has legal immunity provided by law in the form of an obligation to refuse to provide information relating to the secrets of his position, and this immunity is realized by having the right to deny or resign as a witness insofar as it concerns information that is confidential in nature. As a public official who carries out public services in the field of legal services, it is necessary to distinguish between errors that are personal and mistakes in carrying out their duties.¹⁴

The actions of the PC and KS which were carried out together were as stipulated and punishable by law in Article 2 Paragraph (1) of Law No. 31 of 1999 concerning the Eradication of Corruption as amended by Law No. 20 of 2001 concerning amendments to Law No. 31 of 1999 concerning the Eradication of Corruption Crimes in conjunction with Article 55 Paragraph (1) 1st of the Criminal Code. PC as a person who does, orders to do or participates in doing, with the aim of benefiting himself or another person or a corporation, namely benefiting KS or another person in the amount of IDR 4,999,421,705.00 (four billion nine hundred ninety nine million four hundred two twenty-one thousand seven hundred and five rupiah), by abusing authority, opportunity,

PC as a Notary and Land Deed Making Officer (PPAT) who has been appointed by Perum BULOG intentionally allows or does not inform about the involvement of KS to the Perum BULOG Land Acquisition Committee Team or to Perum BULOG Divre Central Java in land acquisition in Mayahan Village, Tawangharjo District, Grobogan Regency of 2018, as in Article 16 of the Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary "which requires the notary to act in a trustful, honest, thorough, independent, impartial manner, and safeguard the interests of the party who involved in legal actions", thereby providing opportunities to take advantage of both for the PC itself and for the benefit of other people, which is detrimental to state finances or the country's economy of IDR 4,999,421,705,00 (four billion nine hundred ninety nine million four hundred twenty one thousand seven hundred and five rupiah) or at least that amount, based on the Audit

¹³Ince Haerisa. Law Enforcement Against Notaries in Carrying out Office Duties. Legal Thesis. 2021 Master of Notary Study Program, Faculty of Law, Hasanuddin University. p.8

¹⁴Paulus Efendi Lotulung. Legal Protection for Notaries as Public Officials in Carrying Out Their Duties. Notary Media. Indonesian Notary Association. April Edition. 2002. p. 3.

Report on the Calculation of State Financial Losses on Alleged Corruption Crimes, Irregularities in Payments for Land Purchases (Land Acquisition) For the BULOG Warehouse in Mayahan Village, Tawangharjo District, Grobogan Regency in 2018 from the Financial and Development Supervisory Agency (BPKP) Representative for Central Java Province Number: SR -458/PW11/5.1/2021 dated August 2, 2021.

Based on the legal facts at trial, the Panel of Judges believes that PC's actions have fulfilled the elements formulated in Article 3 of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes, namely any person who with the aim of benefiting himself or another person or a corporation, abuses the authority of an opportunity or the means available to him because of his position or position, which can be detrimental to the state's finances or the country's economy and those who do it, order it to do it or participate in it. Because all the elements of Article 3 of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes as amended by Law No. 20 of 2001 concerning Amendments to Law No. 31 of 1999 concerning the Eradication of Corruption Crimes Jo. Article 55 paragraph (1) 1st of the Criminal Code has been fulfilled, so the accused must be declared legally and convincingly proven to have committed a crime. Article 55 paragraph (1) 1st of the Criminal Code has formulated it as follows "Convicted as perpetrators of criminal acts" Those who commit, who order to do and those who participate in carrying out the act, means that both people who "commit" (Pleger), "Order to do " (Doen Pleger), or "Successfully Performing" (Medepleger), all of them are seen as perpetrators of criminal acts. In order to be qualified as "Perpetrator and Participant in committing" in the Criminal Act as referred to in Article 55 paragraph (1) 1st of the Criminal Code, the following conditions must be met Article 55 paragraph (1) 1 of the Criminal Code has formulated it as follows "Sentenced as perpetrators of criminal acts" Those who commit, those who order to do and those who participate in carrying out the act, meaning that both the person who "performs" (Pleger), "orders to do " (Doen Pleger), or "Participating in it" (Medepleger), are all seen as perpetrators of criminal acts. In order to be qualified as "Performing and Participating in Committing" a Criminal Act as intended in Article 55 paragraph (1) 1st of the Criminal Code, the following conditions must be met. all are seen as criminals. In order to be qualified as "Performing and Participating in Committing" a Criminal Act as intended in Article 55 paragraph (1) 1st of the Criminal Code, the following conditions must be met.

1. There is conscious/conscious cooperation (*Bewuste samenwerking*) from each participant to achieve results in the form of criminal acts.
2. There is close cooperation in implementation (*Gezamenlijke uitvoering*), to commit criminal acts.

During the trial, the Panel of Judges did not find anything that could eliminate criminal responsibility, either as a justification or excuse, so PC must be held accountable for his actions, because PC is capable of taking responsibility, he must be declared guilty and sentenced to a crime. Based on decision Number 90/Pid.Sus-Tpk/2022/PN Smg, PC was sentenced to imprisonment for 1 (one) year and a fine of IDR 50,000,000.00 (fifty million rupiah) with the provision that if the fine was not paid it would be replaced by a criminal penalty. imprisonment for 1 (one) month.

Article 2 paragraph (1) of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes explains that every person who unlawfully commits an act of enriching himself or another person or corporation that can harm the state or the country's economy, whereas in Article 3 that every person who with the aim of benefiting himself or another person or a corporation, abuses the authority, opportunities or facilities available to him because of his position or position which can be detrimental to state finances or the country's economy. Corruption is not only committed by state officials but by everyone because their actions enrich themselves by harming the country's finances/economy. ¹⁵

Related to this abuse of office, PC must be legally responsible. Hans Kelsen divides responsibility into 4 (four) types, namely individual responsibility, collective responsibility, responsibility based on fault and absolute responsibility.¹⁶The concept related to legal obligations is the concept of responsibility (liability). If someone is said to be legally responsible for a certain act, this means that that person can be subject to sanctions in cases of unlawful acts. Based on the theory of liability, the responsibility of the PC as a Notary who commits a criminal act of corruption is an individual responsibility and accountability based on mistakes. In this case the PC must be responsible for itself for violations committed because it is intentionally estimated with the aim of causing harm.

4. Conclusion

The position of a notary in the event of a criminal act of corruption in land acquisition for the Logistics Affairs Agency is as a party who participated in helping the KS commit corruption. The PC's actions in carrying out criminal acts together with KS are punishable by crime in Article 2 Paragraph (1) of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes as amended by Law No. 20 of 2001 concerning amendments to Law No. 31 of 1999 concerning the

¹⁵Ayu Pratiwi. Position of Notary as Participating in Corruption Crimes. *Notarium Officium Journal*. No. 2 Vol. August 2, 2022. p. 314

¹⁶Shidarta. (2006). *Indonesian Consumer Protection Law*. Revised Edition. Jakarta: Gramedia Widiasarana Indonesia. p. 79

Eradication of Corruption in conjunction with Article 55 Paragraph (1) 1 of the Criminal Code. PC misuses the authority, opportunity, or means available to him because of his position or position as a Notary. Legal liability for notaries involved in criminal acts of corruption in land acquisition for the Logistics Affairs Agency is individual responsibility and responsibility based on error. The legal facts at the trial were that the Panel of Judges believed that PC's actions had fulfilled the formulation of the elements in Article 3 of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes. Because all the elements of Article 3 of Law No. 31 of 1999 concerning the Eradication of Corruption Crimes as amended by Law No. 20 of 2001 concerning Amendments to Law No. 31 of 1999 concerning the Eradication of Corruption Crimes Jo. Article 55 paragraph (1) 1st of the Criminal Code has been fulfilled, so the accused must be declared legally and convincingly proven to have committed a crime. Based on decision Number 90/Pid.

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