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Legal Review of the Legal Position of the Private Sale and Purchase Agreement for Land Rights That Has Been Deeded (Case Study of Supreme Court Decision Number 08 K/Tun/2013)

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Abstract. *The deed registration process is only recorded by a notary, not one that is made from the beginning by a notary. What if one party evades it? If the deed under hand has been deed deed by a notary, is the notary also responsible for the deed? In this study, the author discusses the legal status of the Sale and Purchase Agreement (PPJB) for land rights under hand that have been deed deed (Case Study Number 08 K/TUN/2013). The approach method used in this thesis is normative by using primary data as the main data by conducting, normative legal research is a process to find a rule of law, legal principles, or legal doctrines in order to answer the legal issues faced. In addition, there is also a special approach, namely the statutory approach (Statute Approach), the statutory approach as one of the research approaches used by the author by examining the laws and regulations related to the legal issues being studied. The position of Notary in Indonesia is very necessary, in the explanation section of the Notary Law (UUJN) it is stated about the importance of the existence of Notaries as made in Law No. 02 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Notary Position. Notary is defined as a public official who is authorized to make authentic deeds and other authorities as referred to in this Law or based on other laws. If we look at the other notary authorities as stated in Article 15 paragraph (2) letter b UUJN.*

Keywords: *Agreement; Purchase; Sale; Warmerking.*

1. Introduction

Based on Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, the Republic of Indonesia is a state based on law. A state based on law is characterized by several principles, including that all actions or deeds of a person, whether individual or group, the people or the government must be based on legal provisions and statutory regulations that already exist before the act or deed is carried out or based on applicable regulations.

Currently, the development of the era and the rapid advancement of information technology are very much felt by the world. The Republic of Indonesia is a country of law based on Pancasila and the 1945 Constitution. The position of Notary in Indonesia is very necessary, in the explanation section of the Notary Law (UUJN) it is stated about the importance of the existence of Notaries such as the creation of Law No. 02 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Notary Position.[1]

Notary is defined as a public official who is authorized to make authentic deeds and other authorities as referred to in this Law or based on other Laws. This is stated in Article 1 number 1 of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN). The authority of a notary is further described in Article 15 of UUJN, namely as follows:[2]

1. Notaries have the authority to make authentic Deeds regarding all acts, agreements and stipulations that are required by statutory regulations and/or that are desired by interested parties to be stated in authentic Deeds, guarantee the certainty of the date of making the Deed, store the Deed, provide grosses, copies and quotation of the Deed, all of this as long as the making of the Deed is not also assigned or excluded to another official or other person as determined by law.

2. In addition to the authority as referred to in paragraph (1), a notary also has the authority to:

a. Validate signatures and determine the certainty of the date of private letters by registering them in a special book;

b. Recording letters under hand by registering them in a special book list;

c. Make a copy of the original private letter in the form of a copy containing the description as written and described in the letter in question;

d. Checking the photocopy to ensure it matches the original letter;

e. Providing legal advice regarding the preparation of deeds;

f. Making deeds relating to land; or

[1]Irfan Iryadi, 2018, The Position of Authentic Deeds in Relation to Citizens' Constitutional Rights. Constitutional Journal, Vol. 15, No. 4, p. 769.
[2]Abida, RD, & Irham, R. R, 2021, Notary's Responsibility for the Waarmerking of Private Deeds Assisted by a Notary. Jurnal Education And Development, Vol. 9 No. 01, p. 154.

g. Making a deed of auction minutes.

3. In addition to the authority as referred to in paragraph (1) and paragraph (2), a notary has other authority as regulated in statutory regulations.

The description provides an understanding that the main authority of a Notary is to make authentic deeds/authentic deeds. Article 1868 of the Civil Code (hereinafter referred to as the Civil Code) defines "an authentic deed is a deed in the form determined by law, made by or before public officials who are authorized to do so at the place where the deed is made." Because the authentic deed is made by a notary, the notary must be responsible for every deed he makes, as stated in Article 65 of the UUJN, namely: "Notaries, Substitute Notaries, and Temporary Notary Officials are responsible for every Deed they make even though the Notary's protocol has been submitted or transferred to the party keeping the Notary Protocol."

Other notary authorities as stated in Article 15 paragraph (2) letter b UUJN, this authority is known as waarmerking or also called Verklaring van Visum. For waarmerking, a person gives the notary a private deed that has been signed. In this case, the notary can only give waarmerken which is called by De Bruyn verklaring van visum and which only gives a definite date or date certain. Waarmerking thus does not say anything about who signed it and whether the signatory understands the contents of the deed.[3]Because the deed is only registered at a notary's office, of course the notary's responsibility for the private deed that is being certified is not as great as for the authentic deed below it.

Waarmerking, if viewed from a legal perspective, is actually just a legal act of a notary or other public official who is authorized by law to record and register a private letter that has been made by a certain party in a special book in accordance with the existing private order. In addition to authentic deeds made by a notary, there are other deeds called private deeds, namely deeds that are deliberately made by a certain party for proof without the assistance of an official who makes the deed. In other words, a private deed is a deed intended by a certain party as evidence, but is not made by or in the presence of a public official.[4]

The weakness of a private letter registered with a Notary is that the Notary does not know the contents of the private letter and the letter is not intended for a

[3]Kie, Tan Thong. 2013. Notary Studies & Miscellaneous Notary Practices, Ichtiar Baru van Hoeve, Jakarta, p. 67.
[4]Situmorang, Viktor M. and Cormentyna Sitanggang, 1993, Grosse Act in Evidence and Execution, Rineka Cipta, Jakarta, p. 36.

particular crime. The Notary is only authorized to register the letter without seeing or asking for clear information about the contents of the letter.

The legal force of proof of a private letter that has been registered (Waarmerking) does not affect the Waarmerking itself, meaning that the legal force in its proof will be more perfect if the parties acknowledge the truth of their respective signatures, in other words, the letter is registered solely for the purpose of ensuring that the existence of the letter is recognized by the state.[5]

Circumstances that result in the Deed of Sale and Purchase not being able to be made by the PPAT, then the Notary will make a Deed of Sale and Purchase Binding Agreement. The signing of the Deed of Sale and Purchase Binding Agreement does not result in the transfer of rights, because the transfer of land rights only occurs in the sale and purchase agreement.

Article 1313 of the Civil Code (KUHPerdata) states, "An agreement is an act by which one or more persons bind themselves to one or more other persons. In an agreement, the parties are free to determine the contents and requirements of an agreement with the provision that the contents of the agreement must not conflict with legislation, not conflict with the law, morality, public interest, and order.

Nowadays, many people prefer to make a deed under hand compared to making a deed with an authorized official in this case a Notary such as an authentic deed, because the process is faster, simpler, and cheaper. Like a waarmerking whose process is only recorded by a notary, not one that is made from the beginning by a notary.

How is the proof if at some point a dispute occurs that requires proof of a private deed, while the deed only has the power of proof as long as the parties acknowledge it. What if one of the parties denies it? If the private deed has been certified by a notary, is the notary also responsible for the deed?

In this study, the author discusses the legal status of the Sale and Purchase Agreement (PPJB) for private land rights that have been certified (Case Study Number 08 K/TUN/2013).

In the case in the decision Number 08 K/TUN/2013, the object of the dispute is the Certificate of Ownership Rights Number 1885 dated May 27, 2004, the Plaintiff/Applicant of Cassation named HJP stated that the power of attorney under hand dated February 10, 1988 which had been registered (waarmerking)

[5]Sita Arini Umbas, 2017, The Position of Private Deeds That Have Been Legalized by a Notary in Evidence in Court, Samratulangi Law Faculty Journal Vol. 6, No. 1, p. 23.

by BAP, SH, a notary in Medan on October 18, 1988 was never signed by the Plaintiff. The power of attorney was used by the Defendant/Applicant of Cassation named ETCP to upgrade the Certificate Rights from Building Use Rights to Ownership Rights in the name of the Defendant.

In a deed of attorney, if one party does not acknowledge that the signature is not his/her signature, then the deed of attorney does not have perfect evidentiary law and the party submitting the deed must prove its authenticity. In this case, the plaintiff has reported and the signature was checked for authenticity with Evidence Report Number LP/965/IV/2011 Resta Mdn, and based on the Police Forensic Laboratory Examination Report with Number 5084/DTF/X/2011 dated October 20, 2011, it states that the plaintiff's signature listed on the power of attorney in question is non-identical or not the same as the plaintiff's signature. Here, the defendant should prove whether the signature in the power of attorney is truly the plaintiff's signature or not. A notary here can be present as a witness who registers the power of attorney.

The plaintiff requested that the Supreme Court declare invalid the Certificate of Ownership Number 1885 dated 27 May 2004, Measurement Letter Number 12/Helvetia Timur/2004 dated 17 February 2004 registered in the name of ETCP.

In this case, the author would like to review how the judge's considerations and application regarding proof of private deeds, as well as the form of accountability of the Notary, as the party who registers in a special book or in other words Waarmeking.

2. Research Methods

The approach method used in this research is normative legal research, normative legal research is a process to find legal rules, legal principles, and legal doctrines to answer the legal issues faced.[6]In addition, there is also a special approach, namely the statutory approach (Statute Approach), the statutory approach as one of the research approaches used by the author by examining the statutory regulations related to the legal issues being studied.[7]The method of legal material analysis is an activity in research that examines or reviews the results of legal entity management assisted by previously obtained theories. The legal materials obtained are then processed and analyzed using prescriptive methods.[8]From the results of the research on the data obtained, data processing

[6]Peter Mhmud Marzuki, 2017, Introduction to Legal Science, Kencana, Jakarta, p. 158.
[7]Sukiyat, Suyanto and Prihatin. 2019, Final Assignment Writing Guidelines. Surabaya: Jakarta Media Publishing. p. 24.
[8]Mukti Fajar. 2009. Dualism of Normative and Empirical Legal Research, Pustaka Pelajar, Yogyakarta, p.184

was carried out using editing techniques, namely researching, matching the data obtained, and tidying up the data.

3. Results and Discussion

3.1. PositionLegal Agreement for Sale and Purchase of Land Rights Under Hands that Have Been In *Warning* by Notary

Legal standing is a status or position where a legal subject or legal object is placed in order to have a function and purpose. In addition, legal standing is a determinant of how a legal subject or legal object can carry out activities that are permitted or not permitted.

In Indonesia itself, there are 2 (two) types of Deeds, namely Authentic Deeds or deeds made before a Deed Making Official appointed by the Government or otherwise known as Notarial Deeds and Private Deeds, deeds made not before an authorized official or Notary, this deed is made and signed by the parties who made it. If a private deed is not denied by the Parties, it means that they acknowledge and do not deny the truth of what is written in the private deed, so that according to Article 1857 of the Civil Code, the private deed has the same evidentiary force as an Authentic Deed.[9]This is stated in Article 1867 of the Civil Code which reads:[10]

"*Proof by writing is done with authentic writings or with private writings.*"

In practice, many people do not understand how to practice buying and selling land rights in accordance with statutory provisions, where many people carry out the process of buying and selling land rights underhand or conventionally. Whereas in accordance with PP Number 24 Article 37 paragraph (1) of 1997 concerning land registration, land registration can only be registered if proven by a deed made by a PPAT which is hereinafter referred to as a Deed of Sale and Purchase.[11]

The author found the fact that the community, especially those in the area around the author's residence, did not yet understand the concept of legitimate buying and selling and the tax burden that must be borne by the seller and buyer, thus giving rise to practical thinking in the practice of buying and selling rights to the land in question.

[9]Civil Code Article 1857.
[10]Ghita Aprillia Tulenan, 2014, Position and Function of Private Deeds Legalized by Notary, Lex Administratum, Vol. II, No. 2, p. 122.
[11]Soedharyo Soimin, 2001, Status of Land Rights and Acquisition, Sinar Grafika, Jakarta, p. 87.

The basic concept of land sale and purchase transactions is transparent and cash. Transparent means it is done openly, the object and subject of the owner are clear, complete with documents and proof of ownership. Cash means it is paid immediately and at once. The taxes are paid, the Deed of Sale and Purchase is signed, to then be processed to change the name on the certificate. However, in practice, the transparent and cash concept often cannot be fulfilled. Not yet fulfilled does not mean that the transaction cannot be carried out, there is another instrument, namely the Deed of Sale and Purchase Agreement ("PPJB") as a binding, as a sign of the sale and purchase transaction, while waiting for what is not yet finished. The requirements for the Deed of Sale and Purchase have not been fulfilled, it could be because the payment has not been paid in full/in installments, the certificate is still in the process of being divided or other processes, not being able to pay taxes, or other legal conditions.[12]

According to R. Subekti, a sale and purchase agreement is an agreement between the seller and the buyer before the sale and purchase is carried out because there are elements that must be fulfilled for the sale and purchase.[13]

For some people who understand a little about the concept of an agreement, not a few of them have previously made a sale and purchase agreement independently or underhand or at the Village Office, namely by registering or waarmerking the agreement letter while waiting for funds to make a Deed of Sale and Purchase and payment of taxes. However, regarding the concept of Register or Waarmerking itself, there are still many people who misunderstand it. For this reason, the author wants to provide education to the general public regarding the position of a binding agreement for the sale and purchase of land rights that have been waarmerked.

The legal force of a private agreement deed registered by a Notary (waarmerking), namely in a private deed the evidentiary force only includes the fact that the information was given, if the signature is acknowledged by the signer or is considered to have been acknowledged as such according to the law for a private letter the evidentiary force will depend greatly on the truth of the acknowledgement or denial of the parties to the contents of the deed and their respective signatures. If a private deed has its contents and signatures acknowledged by each party then its evidentiary force is almost the same as an authentic deed, the difference lies in the evidentiary force of birth, which is not automatically possessed by a private deed. This private deed as referred to in Article 1880 of the Civil Code will not have the power of proof against a third party except from the day a statement is made by a Notary or another employee

[12]Cipta, R. A, 2020. Deed of Land Sale and Purchase Agreement Before the Deed is Made by the Land Deed Official, Notarius, Vol. 13 No.2, p. 890-905.
[13]R. Subekti, 2020, Contract Law, Intermasa, Jakarta, p. 75.

appointed by law and recorded in accordance with the Laws and Regulations or from the day the signatory or one of the signatories dies or from the day the existence of the private deed is proven from deeds made by public employees, or from the day the private deed is acknowledged in writing by a third party against whom the deed is used.

The minimum strength limit for proving a private deed is regulated in Article 1875 of the Civil Code, which explains as follows:

1. The Value of the Power of Proof

In a private deed, the power of proof is attached, the formal and material requirements must first be fulfilled:

a. Made unilaterally or in the form of a party (at least 2 (two) parties) without the intervention of authorized officials;

b. Signed by the maker or the parties who made it;

c. Content and signature acknowledged.

If the above conditions are met, then according to the provisions of Article 1875 of the Civil Code:

a. The value of the evidentiary force is the same as authenticity;

b. Thus the value of the evidentiary power attached to it is perfect and binding (volledig en bindendebewijskracht)

2. Minimum Limit of Proof If its existence perfectly meets the formal and material requirements, in addition to having perfect and binding evidentiary power, it also has a minimum limit of proof:

a. Able to stand alone without the help of other evidence;

b. In itself the minimum limit of proof is fulfilled.

3. The strength value and minimum limit are subject to change.

There are 2 (two) factors that can change and reduce the value of the strength and minimum limits for proving private deeds, namely:

a. Against him was submitted opposing evidence;

b. The contents and signatures are denied or not acknowledged by the opposing party.

3.2. Judge's Considerations and Their Application Regarding Proof of Private Deeds That Were Warmeking in Supreme Court Decision Number 08 K/TUN/2013

In court decision number 08 K/TUN/2013 which has the following ruling:

1. Rejecting the cassation application from the Cassation Applicant

2. Ordering the Applicant to pay court costs at the cassation level of Rp. 500,000.

With the issuance of this decision, decision Number 08 K/TUN/2013 has permanent legal force.

In the case in the decision Number 08 K/TUN/2013, the object of the dispute is the Certificate of Ownership Rights Number 1885 dated May 27, 2004, Measurement Letter Number 12/Helvetia Timur/2004, dated February 17, 2004 registered in the name of ETCP covering an area of 960 m2 which was previously a Building Use Rights Certificate registered in the name of RSS. This certificate is one of the inheritances from the parents of the Applicant and the Respondent of the Cassation. Another object of the dispute is a private power of attorney dated February 10, 1988, which has been registered (waarmerking) between the Plaintiff and MTP, dated February 18, 1988 before a Notary BAP Notary in Medan.

The Plaintiff/Applicant of Cassation named HJP stated that the power of attorney under hand dated February 10, 1988 which had been registered (waarmerking) by BAP, SH, a notary in Medan on October 18, 1988 was never signed by the Plaintiff. The power of attorney was used by the Defendant/Applicant of Cassation named ETCP to upgrade the Certificate Rights from Building Use Rights to Ownership Rights in the name of the Defendant.

In a deed of attorney, if one party does not acknowledge that the signature is not his/her signature, then the deed of attorney does not have perfect evidentiary law and the party submitting the deed must prove its authenticity. In this case, the plaintiff has reported and the signature was checked for authenticity with Evidence Report Number LP/965/IV/2011 Resta Mdn, and based on the Police Forensic Laboratory Examination Report with Number 5084/DTF/X/2011 dated October 20, 2011, it states that the plaintiff's signature listed on the power of attorney in question is non-identical or not the same as the plaintiff's signature. Here, the defendant should prove whether the signature in the power of

attorney is truly the plaintiff's signature or not. A notary here can be present as a witness who registers the power of attorney.

In view of this, the Plaintiff requested that the Supreme Court declare invalid the Certificate of Ownership Number 1885 dated 27 May 2004, Measurement Letter Number 12/Helvetia Timur/2004 dated 17 February 2004 registered in the name of ETCP.

In his considerations, the judge also considered the exception from the Defendant/Respondent in the Cassation regarding absolute authority. The Plaintiff in his lawsuit argued that he was the party who also had the right to the inherited land. The Defendant stated that the Plaintiff should have first proven himself materially regarding the validity of the claim of ownership of the a quo land in the District Court. Because the Plaintiff did not do this, the Defendant stated that the Plaintiff's lawsuit was contrary to the provisions of Article 47, Article 53, Article 77 paragraph (1) of Law No. 5 of 1986 in conjunction with Law No. 9 of 2004 in conjunction with Law No. 51 of 2009 concerning State Administrative Courts.

The content of the second exception from the Defendant is regarding the time limit. The Defendant stated that the Plaintiff's lawsuit argument that he only found out about the existence of the Certificate of Ownership Number 1885/Helvetia Timur dated November 22, 2011 from the Investigator based on the Letter of Notification of Investigation Results with Number B/1780/XI/2011/Reskrim while the Private Power of Attorney (waarmerking) dated February 10, 1988 which was recorded by Notairs BAP, on October 18, 1988 is evidence that the Plaintiff already knew about the transfer of the a quo Certificate. So the lawsuit filed by the defendant on February 7, 2012 and the formal revision dated February 28, 2012 have passed the maximum reporting limit or time limit of 90 days.

The contents of the third exception from the Defendant are about the Plaintiff's Obscuur Libels lawsuit (vague). The Plaintiff is not clear in detail about the area of land that is the subject of the a quo case. In accordance with the Jurisprudence of the Supreme Court of the Republic of Indonesia Number 1149 K/Sip/1975 dated April 17, 1979 which states that: "the Plaintiff's lawsuit regarding land must clearly state the location and boundaries of the disputed land". So it cannot only state the area of the disputed land. To be clearer, the Plaintiff should explain what the land borders on each side.

The content of the fourth exception from the Defendant is about the interests of the Plaintiff. The Defendant has conducted an examination of physical data and legal data, the results of which state that there is no legal connection between the disputed certificate and the Plaintiff, so that none of the Plaintiff's interests

are harmed. Therefore, the Medan State Administrative Court issued a decision Number 06/G/2012/PTUN.MDN dated May 28, 2012, the ruling of which states:

1. In the exception, accepting the Defendant's exception regarding Absolute Competence.

2. Declaring the Plaintiff's lawsuit inadmissible.

3. Charge the Plaintiff to pay court costs of Rp.

220,000.

In the appeal, the judge considered the Plaintiff's application. The State Administrative Court's decision had been strengthened by decision Number 100/B/2012/PT.TUN.MDN on September 17, 2012 by the High State Administrative Court.

Considering, after the final decision was notified to the Plaintiff/Appellant on October 2, 2012, then on October 15, 2012 the Plaintiff/Appellant/Cassation Applicant filed a cassation application with Cassation Application Deed Number 06/G/2012/PTUN-MDN in conjunction with Number 100/B/2012/PT.TUN-MDN followed by the reasons accepted by the Clerk's Office of the State Administrative Court.

Considering, the Cassation Application along with the cassation memorandum has been submitted to the opposing party and submitted within the time limit and in accordance with Law No. 14 of 1985 concerning the Supreme Court which has been amended by Law No. 5 of 2004 and the second amendment by Law No. 3 of 2009, the Cassation Application can be formally accepted.

In the cassation memorandum, the Plaintiff stated his objections. His first objection was that the Plaintiff stated that the judge had exceeded his limits because determining this case was not the authority of a Supreme Court judge. Whereas in Article 77 concerning State Administrative Courts it is explained that if the judge knows about absolute authority, the judge can state that the court does not have the authority to try the dispute. So here the judge did not exceed his authority.

The second objection, the Plaintiff stated that the judge had wrongly applied the law and violated the applicable law. The Plaintiff felt that the judge was not objective because he ignored the BP-7 evidence regarding the Plaintiff's signature, namely HJP, which was not identical. The BP-7 evidence is the basis for the legal disability of the a quo certificate in this case. According to the author, the judge did not raise this evidence because of the previous absolute authority.

So if from the beginning the Plaintiff had immediately filed with the State Administrative Court without going to the General Court beforehand, where the Plaintiff requested the cancellation of the private Power of Attorney dated February 10, 1988 which had been waarmerking, then the judge would only focus on that basis.

The third objection contains the negligence of the judge. According to the Plaintiff, the judge has been negligent in fulfilling the requirements required by the legislation, namely with the existence of evidence BP-7, then the Panel of Judges in this case has been negligent in fulfilling the requirements required by the legislation.

The judge considered and opined that the reasons for the Applicant's cassation could not be accepted because the Judex Facti Decision in its legal considerations was correct in accordance with the applicable Law, so there was no mistake in applying the law. In this case, the parties are still facing an ownership dispute in determining who is the rightful owner of the disputed land. This should have been resolved first in the competent court, namely the general court.

The cassation memorandum also contains evidence of a fact, where this cannot be resolved at the cassation level. At the cassation level, it is only related to errors in the implementation of the law or the failure to implement something in accordance with Article 30 of Law No. 14 of 1985 concerning the Supreme Court which has been amended by Law No. 5 of 2004 and the second amendment, namely Law No. 3 of 2009.

Based on these considerations, the judge stated that the Medan State Administrative High Court Decision did not conflict with the law or statutes, therefore the cassation application by the Applicant was rejected. According to the author, the judge was not wrong in applying the law because it was in accordance with the laws that were regulated and in force.

At the beginning, the Plaintiff stated that the Power of Attorney dated February 10, 1988 which had been certified by a notary BAP signed by the Plaintiff and the Plaintiff's father, namely HJP and MTP, was invalid because the signature on the power of attorney was not the Plaintiff's signature. In accordance with Article 1877 of the Civil Code, if one party denies his signature, the judge must order the signature to be examined in court. The Plaintiff has submitted evidence of Report Number LP/965/IV/2011 Resta Mdn and the signature in the power of attorney has been examined based on the Police Forensic Laboratory Examination Report Number 5084/DTF/X/2011 on October 20, 2011. The results of the examination stated that the signature on the power of attorney in question was not identical to the Plaintiff's signature, namely HJP.

If seen in this section, according to the author, the judge should have ordered that the signature be examined further and asked the Defendant to prove the authenticity of the power of attorney, as well as a notary who can be used as a witness regarding the deed under the hand of the waarmerking that the notary registered in accordance with applicable regulations. The power of attorney containing the Plaintiff's non-identical signature is the beginning of the case, because starting from the power of attorney, the Defendant can upgrade the a quo certificate to become a property right in the name of the Defendant. But in court, the judge does not only consider that side.

On the other hand, the judge also sees the exception from the defendant in the absolute authority or competence section. The absolute competence of the State Administrative Court in accordance with Law No. 5 of 1986 as amended by Law No. 51 of 2009 concerning the State Administrative Court is to adjudicate state administrative disputes between individuals or civil legal entities against State Administrative Officials/Agencies resulting from the issuance of State Administrative decisions.

This absolute competence is limited only to deciding and adjudicating State Administrative disputes resulting from the issuance of State Administrative Decisions. State Administrative Decisions are written decisions that are concrete, individual and final in nature which have legal consequences for the parties involved.[14]In addition, based on the Deed of Distribution of Inheritance Number 20/1998 dated 19 October 1998, it states that the Plaintiff's rights to the land certificate have been transferred to the Defendant, namely ETCP.

The judge's consideration of this absolute competence is according to the author appropriate. The plaintiff, in order to claim that he is one of the parties who also has the right to the object of the dispute, must first prove himself to the competent court. After that, he can file it with the State Administrative Court. This is to avoid parties who simply claim someone's assets even though their civil rights no longer exist to the object.

If the Plaintiff wants to cancel the certificate that is the object of this dispute, the plaintiff can do so in accordance with Article 53 of Law No. 5 of 1986 in conjunction with Law No. 9 of 2004 in conjunction with Law No. 51 of 2009 concerning State Administrative Courts, namely if there is a party who feels that their interests have been harmed by a State Administrative Decision, then they can make and submit a written lawsuit to the competent Court, which contains a

[14]Imam Soebechi, et al., 2014, Anthology of Contemporary Administrative Justice, (Yogyakarta: Genta Press), p. 5.

request that the State Administrative Decision in dispute be declared null and void without being accompanied by a claim for compensation.

Article 77 of the Administrative Court Law also states that judges are not authorized to adjudicate disputes that are not within their authority. So here it is certain and correct for the judge to reject the Plaintiff's lawsuit because of the absolute competence in this lawsuit.

In terms of the time limit, Article 55 of the State Administrative Court Law explains that a lawsuit can only be filed within a time limit of 90 (ninety) days, calculated from the receipt or announcement of the Decision of the State Administrative Agency or Official. In this dispute, the State Administrative Decision on the a quo certificate was issued on May 27, 2004, while the Plaintiff's lawsuit was filed on February 7, 2012 and its formal revision on February 28, 2012. So the Plaintiff's lawsuit has passed the 90 (ninety) day time limit.

At the cassation level, the dispute submitted is only if there is no implementation or error in the implementation of the law. While the Plaintiff in this dispute does not only focus on demanding the State Administrative Decision, but spreads to asking the judge to revoke the a quo certificate, even though the power of attorney that is the basis for the a quo certificate has not been canceled or declared invalid by the court.

The plaintiff disputed that the power of attorney in the waarmerking was not his signature, so that it affected the a quo certificate in this dispute, because the certificate arose as a result of the power of attorney.

According to the author, the Plaintiff should focus on canceling the power of attorney first. If a decision has been issued stating that the power of attorney is invalid, then the relevant notary can be brought in as a witness, whether the relevant party really recorded or registered the letter, then the Plaintiff can file with the Administrative Court regarding the a quo certificate which is legally and administratively flawed.

According to the author, regarding the waarmerking which is the problem here, the Plaintiff is strong enough because in waarmerking if one party does not acknowledge his signature, the party can report it because of forgery of the signature, or the party submitting the power of attorney must prove the authenticity or forgery of the signature. Here the Plaintiff has reported and the report has been issued based on the minutes of the Police Forensic Laboratory Examination.

Notary BAP, SH can be brought as a witness in accordance with the notary's responsibility for the deed made or recorded or recorded. The notary's

responsibility for the private deed that is in the waarmerking, is only limited to confirming whether the parties concerned have indeed registered the agreement or agreement on the date listed.

If the deed under hand is notarized, then the notary has the responsibility to ensure and guarantee the personal data of the parties is the same. That will be the notary's responsibility in court.

However, the judge did not ignore the existence of evidence of the Plaintiff's signature which was non-identical according to Evidence Report Number LP/965/IV/2011/Resta Mdn, but the judge carried out his duties and authority that it was beyond the judge's authority to decide, while the power of attorney that was waarmerking was still valid. Absolutely, its authority lies with the General Court (civil).

4. Conclusion

We can all know that the sale and purchase agreement for land rights that is carried out underhand which is then carried out by the Notary's Waarmerking effort does not affect the authenticity of the contents or signatures contained in the agreement letter, Waarmerking only plays a role in the limitations of recording in the Notary's book as an archive if later the agreement letter is lost or damaged, so that the parties who bind themselves do not need to bother to re-make the agreement letter. In other words, the power of proof and the position of Waarmerking itself means that the Notary is not responsible for the contents and signatures, so that only the parties who bind themselves are responsible for the contents and signatures. The judge's consideration in the Supreme Court's decision Number 08 K/TUN/2013 is that the judge applies the absolute authority that occurs in this case. Although the Plaintiff has strong evidence in terms of the deed that was waarmerked and has attached evidence of the report based on the Police Forensic Laboratory Examination Report Number 5084/DTF/X/2011 dated October 20, 2011, from the beginning it was not the Supreme Court judge's authority to decide the case because the Plaintiff previously did not bring this case to the General Court to cancel the power of attorney that was waarmerked which was the initial case, so because the Plaintiff has not done so, this a quo certificate is still valid because the power of attorney that is the basis for this certificate has not been canceled. The Plaintiff has also passed the 90-day grace period since this State Administrative Decision was issued. And the Plaintiff also did not explain in his lawsuit the exact location of the disputed land, such as what the northern part borders on, what the southern part borders on and so on, so that the Plaintiff's lawsuit is unclear. So according to the author, the Supreme Court's decision is correct.

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