

Responsibilities of PPAT in Submitting Sale and Purchase Deed Documents and Their Implications for Potential Disputes

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Abstract. *This study aims to analyze: 1) The responsibility of the Land Deed Making Official (PPAT) regarding the submission of the Sale and Purchase Deed (AJB). 2) The implications of not submitting the Sale and Purchase Deed document on potential disputes. This type of research falls within the scope of normative legal research. The approach method in this study is a case study approach and a statute approach. The type of data in this study is secondary data sourced from primary, secondary and tertiary legal materials. The data collection method uses library techniques (study documents). The analysis in this study is prescriptive. The results of the study conclude: 1) The responsibility of the Land Deed Making Official (PPAT) regarding the submission of the Sale and Purchase Deed (AJB) is an inseparable part of the fundamental job obligations in ensuring legal certainty and protection for the parties. The case that occurred in Batang Regency shows that negligence in submitting the AJB not only impacts the administrative aspect, but also causes real losses, weakens the legal position of the buyer, and opens up the potential for wider disputes. From a legal perspective, this action reflects a violation of official obligations which gives rise to administrative, civil, and even criminal liability consequences, and can be analyzed through various liability theory constructions such as individual liability, based on fault, or absolute liability. 2) The implications of not submitting the Deed of Sale and Purchase document to the potential for disputes in Batang Regency, namely that this negligence gives rise to complex and layered legal consequences, including the obstruction of the realization and protection of the buyer's rights, the weakening of the evidentiary force due to not having control of the authentic deed as regulated in Article 1868 and Article 1870 of the Civil Code, the disruption of the balance of legal relations between the parties, and the obstruction of the process of registering the transfer of land rights as regulated in Article 37 paragraph (1) of Government Regulation Number 24 of 1997.*

Keywords: *Dispute; Purchase; Responsibility; Sale.*

1. Introduction

One of the public officials authorized by the state to assist with land registration is the Land Deed Official. Philosophically, the presence of a Land Deed Official (PPAT) is not only oriented towards administrative aspects, but also reflects a moral responsibility to ensure that every deed drawn up truly reflects the values of honesty and truth.¹

Legally, PPAT is regulated in Government Regulation Number 24 of 1997 concerning Land Registration and Government Regulation Number 37 of 1998 concerning Regulations on the Position of PPAT (as amended by Government Regulation Number 24 of 2016). Article 1 paragraph (1) of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Making Officials (determines that Land Deed Making Officials, hereinafter referred to as PPAT, are public officials who are given the authority to make authentic deeds regarding certain legal matters regarding land rights or Ownership Rights for Apartment Units.² Boedi Harsono stated that a public official is someone appointed by the government with the duty and authority to provide services to the public in a specific field. The function of a PPAT Deed is to serve as evidence of a legal act and serve as a strong basis for registering the transfer of rights and encumbrances of the rights in question.³

The responsibility of PPAT as a government working partner is very heavy, because besides the product produced is a product that has legal consequences.⁴ Implementation of the PPAT's responsibility if there is a deviation in the making of the Land Deed, namely the PPAT is responsible not only at the time of making the deed, but is responsible after the signing of the deed, the PPAT is responsible for checking the legal requirements for the legal act in question by, among other things, matching the data contained in the certificate with the lists at the Land Office. The PPAT is responsible for making the Sale and Purchase Deed based on absolute power. Losses to the parties due to the

¹Lathifah Hanim, 2016, The Position and Responsibilities of Land Deed Officials (PPAT) in Relation to Authentic Deeds, *Journal of Legal Reform*, Vol. III No. 2, p. 212.

²Bella Kharisma1, 2022, Electronic Land Deed Official's Deed as Evidence: The Urgency of Policy Harmonization, *Udayana Master Law Journal*, Vol. 11 No. 2, p. 322

³Salim HS, 2016, Land Deed Making Techniques by Land Deed Making Officials, *Rajawali Pers*, Jakarta, p. 87.

⁴Ronal Raviyanto and Amin Purnawan, 2017, The Role of Land Deed Officials (PPAT) in Collecting Land and Building Acquisition Fees (BPHTB) Using a Self-Assessment System Approach, *Jurnal Akta*, Volume 4 Number 4, Unissula, Semarang, p. 571

negligence of the PPAT are charged to the official whose negligence has caused the loss.⁵

The Land Deed Official (PPAT) is one of the data sources for maintaining land registration records. Therefore, it must be prepared in such a way that it can serve as a solid basis for registering the transfer and encumbrance of the relevant rights. Therefore, the PPAT is responsible for matching the data contained in the certificate with the registers held at the Land Office. Under applicable laws and regulations, the Land Deed Official (PPAT) is the official authorized to issue land transfer deeds and other deeds with established formats.⁶ A PPAT deed is created as evidence of a specific legal act concerning land located within their respective jurisdictions. In this case, the deed created by the PPAT is an authentic deed.⁷

Land Deed Officials (PPAT) have the authority to create various types of authentic deeds related to the transfer and encumbrance of land rights and ownership rights to apartment units. Deeds created by PPATs include Deeds of Sale and Purchase (AJB), Deeds of Exchange, Deeds of Gifts, Deeds of Entry into a Company, Deeds of Joint Rights Distribution, Deeds of Mortgage Grants, and Deeds of Power of Attorney to Encumber Mortgage Rights. Each of these deeds serves as authentic evidence of a legal act that serves as the basis for changes to land registration data at the Land Office.⁸

The Deed of Sale and Purchase (AJB) occupies the most dominant position among the various types of deeds drawn up by Land Deed Officials (PPAT) because it is the most common form of land title transfer. The AJB serves as legal evidence of the transfer of title from the seller to the buyer, which subsequently serves as the basis for changing the name of the title holder in the land register at the Land Office. This PPAT deed serves as a strong basis for registering the transfer of title and encumbering the rights of the parties. Through the AJB, a legal transfer of title occurs, namely the transfer of ownership or land rights previously attached to the seller to the buyer, so that the validity of this deed is crucial for legal certainty for both parties.⁹ Therefore, the Land Deed Official (PPAT) is obligated to prepare, store, and submit copies and minutes of the deed in accordance with the provisions stipulated in the laws and regulations. This responsibility relates not only to administrative procedures but also represents

⁵Saraswati, 2018, Legal Status of PPAT Deeds After the Issuance of Certificates Due to Transfer of Land Rights. *Acta Comitatus*, p. 26

⁶Setyaningsih, 2018, The Role of Notaries in Making Deeds of Granting Mortgage Rights (APHT) for Credit Agreements Between Creditors and Debtors with Mortgage Guarantee in Purwokerto, Volume 5, Number 1, *Journal of Deeds*, Faculty of Law, Unissula University, Semarang, p. 190

⁷Satrio J., 2007, *Law on Guarantee of Property Rights*, Citra Aditya Bakti, Bandung, p.329.

⁸Boedi Harsono, *op.cit.*, p.466

⁹Anak Agung Bagus Juniarta and Gede Made Swardhana, 2021, Responsibilities of Notaries and Land Deed Officials Regarding Land Sale and Purchase Deeds, *Acta Comitatus: Journal of Notary Law*, Vol. 06 No. 02, p. 342

legal accountability for the validity of the legal acts outlined in the deed. Therefore, fulfilling the PPAT's obligations in submitting the Deed of Sale and Purchase (AJB) is part of their professional responsibility to ensure legal certainty regarding the transfer of land rights and prevent future land disputes.

Sociologically, field practice demonstrates that negligence in submitting AJB documents can cause real unrest in the community. For example, the case of Agustanto, a retired police officer in Batang Regency, provides a concrete example. In 2018, Agustanto signed an AJB for the purchase of a house in Kauman Residence with mortgage financing from Bank BTN Pekalongan, but years later, he never received a copy of the AJB to which he was entitled. The absence of this authentic document created legal uncertainty, until he finally realized the house he was occupying was a different type than the one stated in the credit agreement. This situation caused financial losses and social unrest, as well as eroded public trust in banking institutions and Land Deed Officials (PPAT). Therefore, studying the responsibility of Land Deed Officials (PPAT) in submitting AJB documents is crucial, as it not only has implications for legal certainty, but also for social order and community protection from potential disputes.

2. Research Methods

This type of research falls within the scope of normative legal research. The approaches used are case study and statute approaches. The data used in this study are secondary data sourced from primary, secondary, and tertiary legal materials. The data collection method uses library research (document study). The analysis in this study is prescriptive.

3. Results and Discussion

3.1. Responsibilities of Land Deed Drafting Officials (PPAT) regarding the Submission of Sale and Purchase Deeds (AJB)

The Deed of Sale and Purchase (AJB) made by the PPAT is the basis for the process of changing the name of land ownership rights at the land office. The Deed of Sale and Purchase (AJB) by the Land Deed Official (PPAT) is authentic evidence with legal force. In this case, the PPAT not only acts as an official who documents the parties' wishes in the deed but is also responsible for ensuring that the entire process, including the delivery of the AJB documents to the parties, is carried out in accordance with applicable regulations. The delivery of the AJB is a crucial aspect because it directly relates to the parties' ability to obtain legal protection and guarantees certainty over their rights.

Field research findings indicate that the Land Deed Official (PPAT)'s obligations to submit the Deed of Sale and Purchase (AJB) have not been fully implemented optimally in accordance with applicable regulations. In practice, delays and even failure to submit copies of the AJB to relevant parties, particularly the purchaser

as the recipient of the rights, are still found. This situation raises various legal issues, particularly those related to the certainty of land rights status and legal protection for parties in transfer transactions. These findings indicate a gap between the legal norms governing the PPAT's obligations and their implementation in practice, which ultimately has the potential to give rise to disputes in the future.

The case of Agustanto in Batang Regency demonstrates the weak legal protection in housing transactions through mortgages. After signing the Deed of Sale and Purchase (AJB) in 2018, he did not receive a copy for more than five years, even though this is the PPAT's obligation. The absence of the AJB created legal uncertainty and weakened the buyer's position, until in 2023, discrepancies were revealed between the building specifications in the agreement and actual conditions on the ground. After a copy of the AJB was obtained in 2024, indications of default by the developer were discovered, allegedly concealed by withholding documents. By 2026, the case had escalated into a legal dispute involving the PPAT, the developer, and the bank, with Agustanto suffering both financial and legal losses. This incident underscores the importance of the PPAT's responsibility as a public official in submitting the AJB as an authentic deed with full evidentiary force to ensure legal certainty and protection for the parties.

The normative obligation of the PPAT does not stop at signing the AJB, but also includes submitting a copy of the deed to the interested parties. This submission is an integral part of official service, because without mastery of the AJB, the parties, especially the buyer, cannot use the deed for further legal purposes, such as registering the transfer of rights at the Land Office. In this case, the AJB functions as the basis for changing legal data in land registration as regulated in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration.

Based on the facts of Agustanto's case, a violation of the PPAT's official duties can be identified, namely the failure to submit a copy of the Deed of Sale and Purchase within an unreasonable timeframe. A delay of more than five years can no longer be categorized as a simple administrative obstacle, but rather indicates serious negligence in the performance of official duties. This is because, in practice, the submission of a copy of the Deed of Sale and Purchase is carried out relatively quickly after the signing of the deed, as part of the completion of legal services to the parties.

Furthermore, the failure to submit the Deed of Sale and Purchase (AJB) hampers the deed's function as authentic evidence. As stated in the legal doctrine of evidence, an authentic deed has three evidentiary powers: external, formal, and material.¹⁰ Without possession of a copy of the Deed of Sale and Purchase, the

¹⁰Subekti, 2008, Law of Evidence, Pradnya Paramita, Jakarta, p. 27.

buyer cannot use these three pieces of evidence to protect his interests. In this case, Agustanto lacks the basis to verify the suitability of the deed's contents to the condition of the property received. Therefore, when a discrepancy arises between the building specifications, his legal position is weakened. Furthermore, from a contract law perspective, the Deed of Sale and Purchase is a concrete manifestation of the previously agreed-upon sale and purchase agreement, including those related to mortgage financing. Failure to submit the Deed of Sale and Purchase creates an imbalance in the legal relationship between the parties, as the buyer has fulfilled his obligations (paying the price through a credit scheme) but has not received the legal documents to which he is entitled. This situation contradicts the principles of balance and good faith in contracts as recognized in civil law.¹¹

Furthermore, when analyzed within the legal framework of administrative office, the actions of the Notary/PPAT can also be classified as a violation of the principles of prudence and professionalism. As public officials, PPATs are required to act carefully, thoroughly, and responsibly at every stage of their duties. Failure or negligence in submitting the Deed of Sale and Purchase indicates that the PPAT is not fulfilling this obligation optimally. In this context, the PPAT's actions can be categorized as maladministration, as they fail to provide proper legal services to the public.

The absence of a Deed of Sale and Purchase (AJB) prevents buyers from transferring ownership of the certificate, thus retaining the legal status of the land under the seller's name. Furthermore, buyers lack authentic evidence to defend their rights in the event of legal disputes. This situation demonstrates that the negligence of the Land Deed Official (PPAT) has hampered the realization of the purpose of land registration, which is to provide legal certainty and protection to rights holders. In Agustanto's case, the PPAT failed to fully fulfill his official duties, particularly in handing over a copy of the Deed of Sale and Purchase (AJB) to the rightful party. This negligence not only impacts administrative aspects but also touches on substantial aspects of land rights protection.

Land Deed Officials (PPAT) as public officials have legal responsibility for the failure to submit the Deed of Sale and Purchase (AJB) as part of their imperative official duties, as stipulated in Government Regulation Number 37 of 1998 in conjunction with Government Regulation Number 24 of 2016. Based on Hans Kelsen's theory of responsibility, any violation of legal obligations results in consequences in the form of sanctions. In Agustanto's case, the PPAT is individually responsible because the authority to draw up and submit the deed is inherent in his position (personal liability), so it cannot be transferred to another party. Negligence in submitting the AJB for years also fulfills the element of fault

¹¹Subekti, 2005, Contract Law, Intermasa, Jakarta, p. 45.

liability under Article 1365 of the Civil Code, and can even be qualified as gross negligence because it deviates from professional standards. In addition, from the perspective of strict liability, the PPAT must still be responsible for losses incurred without the need to prove intent, in order to guarantee legal protection for the community. Collective responsibility is limited to the internal scope, because in principle the main responsibility remains with the PPAT as the holder of formal authority, so that any negligence has a direct impact on losses for other parties and reduces trust in the land law system.

Based on the above description, the PPAT's liability structure in this case is multi-layered and complementary. Individual liability is the primary basis because the PPAT directly violated legal obligations. Fault-based liability strengthens the element of negligence, which forms the basis for legal claims. Meanwhile, absolute liability justifies the persistence of responsibility even if there is no element of intent. Collective liability is merely supplementary and does not eliminate the PPAT's primary responsibility. Normatively, this structure demonstrates that the PPAT's position not only carries authority but also carries significant consequences of responsibility. Therefore, any violation of official obligations, including failure to submit the Deed of Sale and Purchase (AJB), must be viewed as a serious violation that gives rise to full legal responsibility. Based on Hans Kelsen's theoretical analysis, the PPAT is obligated to be responsible for any legal consequences arising from his or her negligence, both within the framework of civil and administrative law.

The responsibility of the Land Deed Official (PPAT), which has been constructed through the theory of responsibility, must then be understood as part of the accountability of public office inherent in the authority granted by the state. In this case, every action or omission of the PPAT in exercising his authority cannot be separated from legal consequences, because this authority is derived from the attribution of statutory regulations. Therefore, the failure to submit the Deed of Sale and Purchase (AJB) to the parties constitutes a deviation from official obligations, which has implications for the emergence of legal responsibility.

The position of a Land Deed Official (PPAT) as a public official places them in a strategic position in ensuring orderly land administration. The deeds drawn up by a PPAT serve not only as evidence but also as the basis for registering the transfer of land rights. Therefore, the availability and control of the Deed of Sale and Purchase (AJB) by the parties is essential in ensuring legal certainty. Land law studies emphasize that the existence of a deed as the basis for land registration plays a central role in ensuring certainty of rights, so any obstacles in accessing the deed have the potential to disrupt the overall land registration system.¹² Furthermore, the responsibility of a Land Deed Official (PPAT) is closely

¹²Urip Santoso, 2013, Irregularities in the Issuance of Land Title Certificates, *Jurnal Perspektif*, Vol. 18 No. 2, p. 110.

related to the principle of prudence in carrying out their duties. This principle requires that every public official act carefully and professionally at all stages of exercising their authority, including after the deed is signed. The failure to submit the Deed of Sale and Purchase for a prolonged period indicates a disregard for this principle, as the PPAT fails to ensure that the parties' rights to the documents that form the basis for their legal actions are fulfilled. Research shows that official negligence in the land administration process can have implications for legal certainty and cause harm to the public.¹³ Furthermore, the PPAT's responsibility is inseparable from the legal protection of good-faith parties, particularly buyers as recipients of rights. In land sales and purchase transactions, buyers are dependent on the validity and availability of legal documents prepared by the PPAT. If these documents are not submitted, buyers lose valid evidence to protect their rights. This contradicts the purpose of the land registration system, which is essentially intended to provide legal certainty and protection to land rights holders.¹⁴

Deeds drawn up by PPATs have high legal force because they are drawn up by officials authorized by the state. Therefore, any negligence in carrying out official duties not only impacts the parties directly involved but also has the potential to undermine public trust in PPAT institutions. This aligns with the view that the quality of public official service significantly determines public trust in the applicable legal system.¹⁵ Thus, the PPAT's responsibility in cases of failure to submit the Deed of Sale and Purchase (AJB) must be viewed as a violation of his official duties, impacting not only administrative aspects but also legal protection and public trust. This reinforces the PPAT's comprehensive accountability and is a logical consequence of his authority within the land law system.

3.2. Implications of Not Submitting the Deed of Sale and Purchase Documents on Potential Disputes

Legal implications can be understood as all the consequences or consequences arising from an event, action, or specific situation related to applicable legal norms. In this sense, legal implications are not only limited to the consequences explicitly regulated in legislation, but also include impacts that arise as a logical consequence of a violation or non-compliance with said legal norms. Legal implications are always related to changes in the legal position of the parties, either in the form of the emergence of new rights and obligations or the

¹³I Gusti Ayu Ketut Rachmi Handayani, 2018, Responsibilities of Land Deed Officials in Making Authentic Deeds, *Jurnal Yustisia*, Vol. 7 No. 2, p. 221.

¹⁴Urip Santoso, 2014, Theoretical Study of Land Ownership Rights Sale and Purchase, *Perspective Journal*, Vol. 19 No. 3, p. 220.

¹⁵Ridwan, 2017, Maladministration in Public Service Delivery, *Jurnal Media Hukum*, Vol. 24 No. 1, p. 78.

emergence of legal responsibilities that must be borne by the party committing the act.¹⁶

Legal implications, from a civil law perspective, are closely related to the consequences of a legal or unlawful act. This aligns with Article 1365 of the Civil Code, which stipulates that any unlawful act that results in a loss requires the perpetrator to compensate for that loss. Therefore, any action that violates the law will result in legal liability, which can include an obligation to restore the situation, pay compensation, or other forms of accountability depending on the type of violation.

The existence of Land Deed Making Officials (PPAT) as public officials who are given authority by the state aims to create legal certainty in every matter. actions and laws. The state's obligation to ensure legal certainty embodies the state's goals, which are based on the values of social justice for all Indonesians. Therefore, ensuring legal certainty is a state duty and responsibility that must be fulfilled by state administrators. The 1945 Constitution of the Republic of Indonesia (UUD 1945) expressly guarantees legal protection and certainty for every person, namely that every person has the right to recognition, guarantees, protection, and fair legal certainty, as well as equal treatment before the law.¹⁷ However, empirical facts in the case of Mr. Agustanto in Batang Regency show a discrepancy between the normative obligations of PPAT and the practice in the field. The failure to submit a copy of the Deed of Sale and Purchase (AJB) for a period of five years is not merely procedural negligence, but a form of violation of citizens' constitutional rights to legal certainty. The following is an in-depth analysis of the legal implications of this action: 1. The failure to submit a copy of the AJB by the PPAT violates normative provisions and eliminates the legal control function for the buyer, so that the buyer cannot conduct initial verification of the object and only becomes aware of differences in specifications after a long time which triggers a dispute and weakens his legal position; 2. The delay in submitting and registering the AJB indicates procedural maladministration which has an impact on the uncertainty of the buyer's rights status so that land rights are in an unclear condition (floating right) and have the potential to cause disputes with third parties; 3. The negligence of the PPAT which results in a dispute can be categorized as a serious violation based on PP No. 24 of 2016 so that it has implications for the possibility of administrative sanctions up to dismissal; 4. The absence of control of a copy of the AJB causes the buyer to lose a strong legal standing to file legal action, both preventive and repressive; 5. The delay in handing over the AJB for a long period of time has the potential to cause the loss of the buyer's right to claim compensation due to the expiration and gives rise to the assumption of tacit acceptance of the object; and

¹⁶Sudikno Mertokusumo, 2009, *The Discovery of Law: An Introduction*, Liberty, Yogyakarta, p.45.

¹⁷Draft Law on the Position of Land Deed Making Official, Academic Paper, Expert Body of the House of Representatives of the Republic of Indonesia, 2019, p.106

6. The absence of the AJB also gives rise to suspicions of violations of the principles of accuracy and openness as well as the potential for defects in the will in making the deed which can have implications for its invalidity or nullity by law.

According to Soeroso, legal consequences are the result of actions taken to achieve a desired outcome, as regulated by law. In the Indonesian legal system, notaries play a crucial role in ensuring legal certainty, order, and legal protection for those who require written evidence in the form of authentic deeds. From a legal theory perspective, Soeroso's theory of legal consequences explains that every legal action has consequences that must be accounted for.¹⁸

Based on the theory of legal consequences put forward by Soeroso, it can be understood that the failure to submit the Deed of Sale and Purchase (AJB) by the PPAT in the case in Batang Regency has resulted in comprehensive legal consequences, including the obstruction of the implementation of rights, the weakening of the legal position of the buyer, the increasing potential for disputes, and the emergence of legal responsibility for the PPAT. This shows that every action or omission in the implementation of official authority cannot be separated from the accompanying legal consequences, thus demanding the implementation of duties carefully, professionally, and responsibly to ensure legal certainty for the community.

Furthermore, upon closer analysis, the failure to submit the Deed of Sale and Purchase (AJB) by the Land Deed Official (PPAT) also results in a legal consequence in the form of a break in the continuity between the legal event and formal legal recognition. In the land law system, every legal act must not only occur in fact but also be followed by formal recognition through a valid legal instrument. When the AJB is not submitted to the parties, there is a separation between the reality of the transfer of rights that has occurred and the formal legitimacy that should accompany it. This condition causes the legal act to not receive full recognition in the legal system, thus potentially creating uncertainty in determining the status of land rights.¹⁹

Furthermore, legal consequences also arise in the form of limited buyer capacity to undertake further strategic legal action. In land practice, the AJB serves not only as evidence but also as a basis for various further legal actions, such as applying for further credit, reassigning rights, or imposing mortgages. The absence of an AJB results in buyers losing the capacity to optimally exercise their

¹⁸Asty Lestari, 2025, Legal Protection for Notaries Due to Forgery of Copies of Notarial Deeds Carried Out by Parties Other Than Applicants, JIRK: Journal of Innovation Research and Knowledge, Vol.4, No.11, p.8627

¹⁹Sudikno Mertokusumo, 2009, The Discovery of Law: An Introduction, Liberty, Yogyakarta, p. 47.

rights in broader legal relationships. In legal studies, limited access to legal documents often impedes the exercise of economic rights to land as an asset.²⁰

The failure to submit the Deed of Sale and Purchase (AJB) creates uncertainty in the distribution of responsibilities between developers, banks, and Land Deed Officials (PPAT), potentially triggering shifting responsibilities and complicating dispute resolution. This situation also disrupts the principle of prudence in land transactions because the parties lack an authentic document basis for assessing the validity of the object. Normatively, this constitutes a violation of the PPAT's imperative obligations as stipulated in Government Regulation No. 37 of 1998 and Government Regulation No. 24 of 1997, which results in the buyer losing access to authentic evidence as stipulated in Articles 1868 and 1870 of the Civil Code, thereby weakening their legal position. Furthermore, the absence of the Deed of Sale and Purchase disrupts the balance of the contractual relationship between the parties, hinders the process of registering the transfer of land rights, and contradicts the principles of accountability, accuracy, and transparency in state administrative law. In practice, this condition also makes the evidentiary process more difficult and inefficient, thus prolonging dispute resolution. Thus, failure to submit the AJB has broad and multi-layered legal implications, which ultimately increases the potential for disputes to arise in the future.

4. Conclusion

The Land Deed Official (PPAT)'s responsibility in handing over the Deed of Sale and Purchase (AJB) is a fundamental obligation to ensure legal certainty and protection for the parties. Failure to hand over the Deed of Sale and Purchase (AJB), as occurred in Batang Regency, not only has administrative consequences but also results in losses, weakens the buyer's legal position, and has the potential to give rise to disputes. Legally, this can lead to administrative, civil, and criminal liability, requiring the PPAT to act professionally and responsibly. Failure to hand over the Deed of Sale and Purchase (AJB) has complex legal implications, including hindering the protection of the buyer's rights, weakening the evidentiary force, disrupting the legal relationship between the parties, and delaying the registration of land transfers. This situation also reduces the accountability of the PPAT and increases the potential for land disputes, making the handover of the Deed of Sale and Purchase (AJB) a crucial element in ensuring legal certainty and preventing conflict.

²⁰Maria SW Sumardjono, 2001, Land Policy: Between Regulation and Implementation, Kompas, Jakarta, p. 113.

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