

## The Formulation of PPAT Legal Accountability in Issuance of Purchase Deeds

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**Abstract.** *The purpose of this study is to find out what factors cause the sale and purchase deed to be null and void and how the PPAT's responsibility for the sale and purchase deed is null and void. This study uses a normative juridical approach. Primary and secondary data collection was obtained by interview and literature study, then analyzed using qualitative analysis methods. Analysis on the study of decision No.32/Pdt-G/2011/PN-BNA, the sale and purchase agreement was canceled because the plaintiff's deceased wife sold the land object without the consent of the plaintiff as her husband. Referring to the sound of Article 1320 of the Civil Code regarding the legal requirements of an agreement. Where in this case there is no agreement between the land owner, namely the husband and wife as the holders of legal land rights to the buyer. Regarding the cancellation of the Sale and Purchase Deed in the said decision, the PPAT is subject to administrative responsibility as explained in Article 62 PP Number 24 of 1997, without reducing the possibility of being sued for compensation by parties who suffer losses resulting from neglect of these provisions. The future PPAT accountability formulation refers to Wet Van 25 Ventose Jaar Xi Op Het Notarisambt above. As reads in Art 96 and 97 Wet Van 25 Ventose Jaar Xi Op Het Notarisambt explains that the responsibility of a notary/PPAT can be held criminally and administratively accountable together. For PPATs, PPATs should be even more active in studying the notarial law and all related regulations, because regulatory laws are always changing and may increase. In addition, it is hoped that people who will carry out a land sale and purchase transaction can comply with the principle of truth and cash in executing the deed of sale and purchase. If the land to be purchased is joint property, then the husband and wife must agree, not just one.*

*Keyword: Dispute; Land; Transfer.*

### 1. Introduction

Land has an important meaning in human life because land has a dual function, namely as a social asset and as a capital asset. As a social asset, land is a means of binding social unity among Indonesian people. As a capital asset, land has grown

as a very important economic object. On the one hand, land must be used and used as much as possible for the welfare and prosperity of the people and on the other hand, its sustainability must be maintained.

The transfer of land rights has been regulated as stated in Article 20 paragraph (2) of Act No. 5 of 1960 concerning Basic Agrarian Regulations which reads "Property rights can be transferred and transferred to other parties". Since the enactment of PP No. 24 of 1997, buying and selling is carried out by the parties before the PPAT who is in charge of making the deed. By carrying out the sale and purchase before the PPAT, clear conditions are fulfilled (not dark legal acts, carried out in secret).

The deed of sale and purchase signed by the parties proves that there has been a transfer of rights from the seller to the buyer accompanied by payment of the price, has fulfilled the cash requirements and shows that in real terms the legal action of the sale and purchase in question has been carried out. The deed proves that it is true that the legal act of transferring rights has been carried out forever and the price has been paid. Because the legal action taken is a legal act of transferring rights, the deed proves that the recipient of the rights (buyer) has become the new rights holder. However, this is only known by the parties and their heirs, therefore it is also binding on the parties and their heirs because the PPAT administration is closed to the public.

In the implementation of the agreement on the transfer of rights/sale and purchase of land must pay attention to the conditions determined by law. These conditions include material requirements and formal conditions.<sup>1</sup> The material requirement is that the Buyer is a person who has the right to own the land in question and has the good will to buy the land. The buyer as the recipient of the right must meet the requirements to own the land he is going to buy. To determine whether or not the buyer has the right to the land he bought depends on what rights exist on the land, whether ownership rights, building use rights or usufructuary rights. In addition, the seller is the person who has the right to the land he is selling.

Formal terms of buying and selling land rights are the formality of the sale and purchase transaction.<sup>2</sup> These formalities include the deed which is proof of the sale and purchase agreement and the official authorized to make the deed. In the framework of registering the transfer of rights, the formal conditions for the sale

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<sup>1</sup>Andy Hartanto, Complete Guide to Practical Law of Land Ownership, (Surabaya: Laksbang Justitia, 2015). p. 151.

<sup>2</sup>Fajaruddin, Cancellation of Sale and Purchase of Land Rights Due to Elements of Khilaf. De Lega Lata: Journal of Law, 2(2), 2017, P. 288.

and purchase of land rights must be proven by a deed drawn up by and before the Land Deed Making Officer (PPAT).

If the agreement for the transfer of rights/sales is declared null and void, then from the start the deed is deemed to have never existed. An agreement on the transfer of rights that is stated to be revocable, from the beginning the deed is presumed to exist but is later canceled by the court at the request of the relevant party in connection with the non-fulfillment of the subjective conditions of the agreement.

Article 1365 of the Civil Code states that, any unlawful act that causes harm to another person obliges the person who caused the loss to compensate for the loss. Article 3 letter e of the PPAT Code of Ethics states that, for each PPAT, the PPAT Code of Ethics also applies which regulates the prohibitions and obligations for PPATs. One of the PPAT's obligations is to work responsibly, independently, honestly and impartially.

PPATs who in carrying out their duties ignore the applicable provisions may be subject to administrative sanctions in the form of honorable and dishonorable dismissal as regulated in Government Regulation Number 24 of 2016 concerning PPAT Regulations and may also be subject to administrative sanctions in the form of a written warning to dismissal from position as PPAT, without reducing the possibility of being subject to criminal and/or civil sanctions demanded for compensation by parties who suffer losses resulting from ignoring these provisions.

## 2. Research Methods

The approach used in this legal research is normative juridical, namely legal research conducted by examining literature or secondary data as the basis for research by conducting a search of regulations and literature related to the problem under study.<sup>3</sup>The specification of this research uses descriptive analysis, namely research that besides providing an overview, writing and reporting an object or an event will also draw general conclusions from the issues discussed. Normative juridical research uses data collection methods by way of literature study on legal materials, both primary and secondary legal materials. The normative juridical method emphasizes the approach of norms such as laws and regulations and other regulations relating to the problem being studied. How to draw conclusions from the results of this study using the inductive method. The

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<sup>3</sup>Soerjono Soekanto and Sri Mamudji, *Normative Legal Research A Brief Overview*, (Jakarta: Ghalia Indonesia, 1982), p. 20.

inductive method is a method of research that departs from the facts found in the field and is then analyzed with the theoretical concepts used.<sup>4</sup>

### 3. Results and Discussion

#### 3.1. Factors That Make Deeds Issued by PPAT Become Null by Law

Basically, the deed of sale and purchase is made using predetermined forms and procedures. Deed of sale and purchase of land is a very important thing that functions for the transfer of ownership rights to land and the occurrence of land ownership. In order for the sale and purchase transaction to be accounted for, the existence of witnesses is also absolutely important, because if one of the sellers and buyers refuses and becomes a dispute, then these two witnesses will explain to the judge that they have actually made a land sale and purchase.<sup>5</sup>

The terms cancellation and annulment have no definite application, that is, when a law wants to declare that there is no legal consequence, it is declared null and void but sometimes uses the term "null and worthless" (Article 879 of the Civil Code) or "has no power" (Article 1335). Civil Code).<sup>6</sup>If the agreement does not meet the objective requirements, it turns out that someone is still filing a lawsuit or claim on this matter, the judge is obliged because of his position to state that there has never been an agreement or agreement.

The consequences of an annulment are in principle the same as null and void, revocable or non-existent, that is, all three result in the legal action becoming invalid or the legal action having legal consequences or the absence of something essential or principal in the agreement. Judging from the cause, null and void is due to non-fulfillment of objective conditions and non-fulfillment of conditions which are the essence of the agreement and because of non-fulfillment of the formal form as required by applicable law which is called null and void. The difference between these three things is:<sup>7</sup>

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<sup>4</sup>Salim HS and Erlies Septiana Nurbaini, Application of Legal Theory in Thesis and Dissertation Research, (Jakarta: Raja Grafindo: 2014), P.19

<sup>5</sup>Nuranidhira, I, Winanto, Juridical Analysis of the Legal Consequences of Making a Land Sale and Purchase Deed That Is Not In Accordance with the Procedures for Making Land Deeds, Proceedings of the Unissula Student Scientific Conference (Kimu) 4, 2020, P. 756

<sup>6</sup>Abdul Wahid, Elya Kusuma Dewi, Sarip, The Strength of Evidence of Authentic Deeds Against Deeds of Officials Making Land Deeds (PPAT) Based on Government Regulation Number 24 of 2016 Juncto Article 1868 of the Civil Code, Court: Journal of Islamic Law Studies Vol. 4, No. 2, P. 216

<sup>7</sup>Mulyoto, Agreements, Techniques, how to make, and legal agreements that must be mastered, (Cakrawala Media: Yogyakarta, 2012), P. 45

a) Null for the sake of law as a result the legal action taken has no legal consequences since the occurrence of the legal action in practice is null and void based on a court decision that has permanent legal force;

b) Can be cancelled, as a result the legal action taken has no legal consequences since the cancellation occurred and where the cancellation or ratification of the legal action depends on certain parties causing the legal action to be canceled. Deeds whose sanctions can be canceled remain valid and binding as long as there is no court decision that has permanent legal force to cancel the deed;

c) *Non existent* As a result, there are no legal actions taken due to the non-fulfillment of the essentials of an agreement or the failure to fulfill one of the elements or all of the elements in a particular legal action. Dogmatically, non-existent sanctions do not require a court decision, but in practice, a court decision is still required that has permanent legal force in its implication is the same as being null and void.

In contract law there are certain legal consequences if subjective conditions and objective conditions are not met. If the subjective conditions are not met then the agreement can be canceled as long as there is a request by certain people or interested parties. This subjective requirement is always overshadowed by threats to be canceled by interested parties from parents, guardians or guardians.<sup>8</sup> In order to prevent such threats from occurring, confirmation from those concerned can be requested that the agreement will remain in force and be binding on the parties. If the objective conditions are not fulfilled then the agreement is null and void without any request from the parties. Thus the agreement is considered never existed and does not bind anyone. Subjective conditions are stated at the beginning of the deed, the first element of the subjective requirement is the free agreement of the parties who promise or without pressure and intervention from any party but the wishes of the parties who promise.<sup>9</sup>

At the level of notarial law that is correct regarding the PPAT deed, if a PPAT deed is disputed by the parties, then the PPAT returns to make the deed of cancellation of the deed and thus the canceled deed is no longer binding on the parties and the parties bear all the consequences of the cancellation the. If the parties do not agree that the deed in question is cancelled, then one party can sue the other party with a lawsuit to degrade the PPAT deed into a private deed. After being degraded, the judge examining the lawsuit can provide a separate interpretation

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<sup>8</sup>Cahyadi, Maghfirah, Rizkiansyah, A. The Legal Consequences of the Fake Release Deed in the Juanda Airport Expansion Relocation Case, Legal Perspective, 2018, P. 263

<sup>9</sup>Putri, Rato, Azizah, The Binding Power of the Van Vergelijk Deed of Distribution of Joint Assets Based on the Civil Code, *Rechtens Journal* Vol 11 No 2, P. 215

of the PPAT deed that has been degraded, whether it will still be binding on the parties or cancelled. This depends on the evidence and the judge's assessment.<sup>10</sup>

This means that the act of buying and selling land in the National Land Law used in the UUPA is based on customary law, because customary law is original Indonesian law which is in accordance with the personality of the Indonesian nation. The customary law still has to be cleaned from defects that are not original and then perfected according to the demands of the times.<sup>11</sup>

According to customary law, buying and selling land is a transfer of land rights in a clear and cash nature. This means that the handover of land rights is carried out before an authorized public official, in this case the Land Deed Making Officer (PPAT) and the payment is made in cash and simultaneously. The principle of light and cash is a legal principle in buying and selling land that cannot be ignored. This is because according to Satjipto Rahardjo, the definition of legal principles is:

"The principle of law is the heart of the rule of law, because the principle of law is the broadest foundation for the birth of a rule of law, that the rules of law can ultimately be returned to these principles. In addition, the legal principle deserves to be mentioned as the reason for the birth of legal regulations, or is a legal ratio of legal regulations. With the existence of a legal principle, law is not just a collection of regulations, because it contains values and ethical demands.

Therefore, the principle of light and cash is at the heart of agrarian law in terms of legal acts of buying and selling land. Light means that a principle requires that the sale and purchase of land be carried out openly, not something that is covered up or hidden. The sale and purchase is carried out before and signed by the seller and the buyer witnessed by the Customary Head/Village Head for customary land or PPAT for certified land and in areas where there are sufficient PPAT whose function is to:

- a) Ensure the truth regarding land status, rights holders and legitimacy that it has been implemented according to applicable law and carried out by fulfilling the principle of light;
- b) Representing villagers as a form of publicity element.

Therefore, buying and selling is carried out in the presence of the parties, including the seller, buyer and witnesses of at least 2 (two) people and before the PPAT. The

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<sup>10</sup>Annisa Bella Saffanah1, Wardani Rizkianti, Legal Power to Prove Notary Deed Due to Misuse of Circumstances, Legal Standing Vol 5 No 1, 2021, P. 18

<sup>11</sup>Boedi Harsono, Indonesian Agrarian Law: History of the Formation of the Basic Agrarian Law, Content and Implementation, Ed.rev, 9th Print, (Jakarta: Djbatan Publishers, 2003), p. 163

witnesses referred to are at least consisting of a village head/sub-district head and someone in the village area where the land is being traded who is willing. The Criminal Code also provides an explanation of the principle of light. Article 1868 of the Civil Code states that:

"An authentic deed is a deed which, in the form determined by law, is made by or in the presence of public officials who have the power to do so in the place where it is made".

This regulation provides an understanding that the clear principle in buying and selling land is proven by the existence of an authentic deed which is realized in the form of a deed of sale and purchase made by an authorized official, in the case of buying and selling land it is a PPAT.

While cash means the transfer of rights to land which is the object of sale and purchase from the seller to the buyer and payment is made in cash at the agreed price together with being paid in full when the sale and purchase in question is carried out simultaneously.

In customary law, there is no sense of juridical surrender as the fulfillment of the seller's legal obligations, because what is called land sale is the transfer of land rights sold to a buyer who at the same time pays the seller in full at a price that has been mutually agreed upon.

In addition, in the implementation of buying and selling land it is very important to know the origin of property ownership. Regarding property, it is closely related to marriage. Marriage creates various legal consequences, including related to the rights and obligations of the husband and wife, the legal relationship with the children and their offspring as well as property in the marriage.<sup>12</sup> Objects that can be traded against property in the form of land can come from personal assets and marital assets.

Property in marriage is divided into 2 (two), namely joint property and inheritance. Regarding shared assets, it is explained in Article 35 of Act No. 1 of 1974 (Marriage Law), that "properties acquired during marriage become joint property". In addition, Article 36 paragraph (1) of the Marriage Law also explains that regarding joint property, "the husband or wife can act with the agreement of both parties". Meanwhile, regarding inheritance is explained in Article 35 paragraph (2) of the Marriage Law, that "the inheritance of each husband and wife and the assets each receives as a gift or inheritance are under the control of each as long as the parties do not specify otherwise". With regard to property rights, It is also regulated in

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<sup>12</sup>Benny Djaja, *Marriage Agreement: Before, During, and Throughout Marriage*, (Jakarta: Kencana, 2020), P. 8.

Article 36 paragraph (2) of the Marriage Law which states that "husband and wife have the full right to carry out legal actions regarding the property they own". Inherited assets or personal assets include assets brought into the marriage as well as assets obtained by each husband and wife from gifts, grants or inheritance both before the marriage took place and throughout the marriage.<sup>13</sup>

A marriage agreement can be executed either before or during the marriage.<sup>14</sup>The marriage agreement applies to the husband and wife from the time the marriage takes place. This is stated in Article 29 paragraph (1) of the Marriage Law which states that:

At the time or before the marriage takes place, the two parties by mutual agreement can enter into a written agreement that is legalized by the marriage registrar, after which the contents also apply to third parties as long as the third party is involved.

### **3.2. PPAT's Legal Liability for Sale Purchase Deed Issued**

As an authentic deed, a PPAT deed as evidence that has perfect evidentiary power can degrade the strength of proof to be like an underhand deed. The degradation of the strength of authentic evidence becomes the strength of underhanded evidence if the material and formal requirements are not fulfilled and there are also legal or juridical defects in an authentic deed resulting in an authentic deed being canceled or null and void by law. This can happen if there is a violation of statutory provisions, namely:

a) Article 1869 of the Civil Code which states that a deed due to incompetence or incompetence of the employee referred to above or due to a defect in its form cannot be enforced as an authentic deed, however it has the power as an underhanded deed if it is signed by the parties. This article contains provisions that a deed does not have the strength of authentic evidence and only has the strength of private evidence in terms of:

- 1) The general official is not authorized to make the deed;
- 2) The public official is unable (not qualified) to draw up the deed;
- 3) Defective in shape.

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<sup>13</sup>Ibid., p.9

<sup>14</sup>Ibid., p. 12



b) Article 1320 of the Civil Code which states that for an agreement to be valid, it must meet the following conditions:

- 1) Agree those who bind themselves;
- 2) The ability to make an agreement;
- 3) A certain thing and
- 4) Halal cause

### **PPAT Criminal Responsibility**

If a PPAT commits a violation from formal aspects, the sanctions that can be imposed are civil sanctions and administrative sanctions depending on the type of violation or IPPAT code of ethics sanctions so that the qualification of violations of these formal aspects as a criminal act is an act without a legal basis that cannot be accounted for. .

Deliberately (with full awareness and conviction and planned by the PPAT concerned) that the deed he made was used as a tool to commit a crime. The PPAT consciously and intentionally together with the parties concerned takes a legal action which he knows is an unlawful act. The formal aspects of a PPAT deed can be used as a basis or limitation for transferring a PPAT if:<sup>15</sup>

- a) These formal aspects were deliberately (with full awareness and conviction and planned by the PPAT concerned) that the deed he made was used as a tool to commit a crime.
- b) The PPAT consciously and intentionally together with the parties concerned takes a legal action which he knows is an unlawful act.

The criminal cases related to the formal aspects of the Notary/PPAT deed in making authentic deeds are as follows:<sup>16</sup>

- a) Making fake / forged letters and using forged fake letters (Article 263 paragraph 1, 2 of the Criminal Code);
- b) Committing counterfeiting (Article 264 of the Criminal Code);

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<sup>15</sup>Habib Adjie, Cancellation and Cancellation of Notary Deed, (Bandung: PT. Refika Aditama, 2013), p. 124.

<sup>16</sup>Ibid., p. 76

- c) Ordered to include false statements in an authentic deed (Article 266 of the Criminal Code);
- d) Doing, ordering to do, those who participate in doing (Article 55 in conjunction with Article 263 paragraph 1 and 92 or 264 or 266 of the Criminal Code);
- e) Assisting in making fake or forged letters and using fake or forged letters (Article 56 paragraphs 1 and 2 in conjunction with Article 263 paragraphs 1 and 2 or 264 or 255 of the Criminal Code).

Article 266 of the Criminal Code shows that the position of a PPAT is a person who is ordered (*manus ministra*) and in criminal law the person who is ordered cannot be held criminally responsible for his actions. On the other hand, a PPAT can be held liable for a deed he made based on Articles 263 and 264 of the Criminal Code if:

- a) The notary/PPAT knows that when a person approaches him to make an authentic deed, whether in the form of an agreement to buy or sell or other agreement, that person cannot fulfill the legal requirements of an agreement based on the applicable laws and regulations. However, the Notary/PPAT did not heed the terms of the validity of the agreement and continued to make the deed as requested by the appearers.
- b) The notary/PPAT ignores it and continues to make an authentic deed even though he knows that when the person who appeared before him to draw up the authentic deed has provided incorrect information to be included in the deed.

### **PPAT Civil Liability**

In determining whether an act can qualify as breaking the law, 4 (four) conditions are required, namely:<sup>17</sup>

- a) Contrary to the legal obligations of the perpetrator;
- b) Contrary to the subjective rights of others;
- c) Contrary to decency;
- d) Contrary to decency, thoroughness, and prudence.

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<sup>17</sup>Rosa Agustina, *Acts Against the Law*, (Jakarta: Postgraduate Faculty of Law, University of Indonesia, 2003), P. 117.

In order to prove the existence of an unlawful act, it is not required that the four criteria be cumulatively present, but the fulfillment of one of the criteria alternatively is enough to fulfill the conditions for an unlawful act. Civil sanctions are imposed on PPATs for unlawful acts, namely actions that cause harm and normatively these actions are subject to the provisions of Article 1365 of the Civil Code which reads:

"Any unlawful act that causes harm to another person obliges the person who due to his mistake to issue the loss to compensate for the loss."

The law sees that there are 3 (three) responsibilities for offenses, namely:<sup>18</sup>

- a) Liability for intentional loss;
- b) Liability for losses due to negligence and unintentional;
- c) Liability in certain cases for losses caused due to negligence and unintentional.

In practice, it is often done by PPATs, for example due to time and busyness for reasons of time efficiency, close relationships and very high mutual trust between fellow PPATs and between parties and PPATs, as well as because of a situation that requires the PPAT to make a sales deed purchase that is not in accordance with the procedures for making the PPAT deed. All of these factors are sometimes unconscious and unintentional, even if it is realized and intentional by the PPAT itself or the parties, the element of intent to cause an adverse effect on one of the appearers is very small or rarely found.

Compensation for unlawful acts is a form of compensation that is imposed on a person who has caused an error to the party who has suffered a loss. Compensation arises because of an error not because of an agreement. There are 2 (two) types of compensation known in civil law, namely:<sup>19</sup>

- a) General compensation, namely compensation that applies to all cases due to unlawful acts in the form of costs, losses and interest. Compensation in general is regulated in Article 1243 to Article 1252 of the Civil Code.
- b) Special compensation that can only arise from certain engagements.

The juridical construction used in the responsibility for the material truth of the deed made by the PPAT is the construction of an unlawful act (Article 1365 of the

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<sup>18</sup>Roscoe Pound, *Introduction to the Philosophy of Law (An Introduction to the Philosophy of Law)*, (Jakarta: Translated by Mohammad Radjab, 1996), P. 86

<sup>19</sup>Munir Fuady, *Contemporary Approach Unlawful Acts*, (Bandung: Citra Aditya Bakti, 2002), p. 134.

Civil Code). Unlawful acts have an active nature and a passive nature. Active in the sense of committing an act that causes harm to other parties, thus an unlawful act is an active act. Passive in the sense of not doing a certain action or a necessity so that the other party can suffer a loss. The elements of this unlawful act include the existence of an unlawful act, the existence of errors and the losses incurred.

### **PPAT Administrative Responsibilities**

Administrative errors or commonly referred to as maladministration committed by the PPAT in carrying out some land registration activities will certainly lead to legal consequences, namely the PPAT can be held accountable. The issue of official accountability according to Kranenburg and Vertig there are two underlying theories, namely:<sup>20</sup>

a) The theory of *fautes personnelles*, namely the theory which states that losses to third parties are borne by officials who because of their actions have caused losses. In this theory the burden of responsibility is shown on humans as individuals.

b) The theory of *fautes de services*, namely the theory which states that losses to third parties are borne by the agency of the official concerned. According to this theory, responsibility is assigned to positions. In practice, the losses that arise are also adjusted whether the mistake made is a serious mistake or a minor mistake where the weight and lightness of a mistake has implications for the responsibility that must be borne.

Administrative sanctions given to the PPAT for violating the applicable provisions in carrying out their position can result in the PPAT being dismissed from his position. Dismissal of a PPAT can occur due to carrying out the duties of his position for committing a minor or serious violation. Sanctions for violations committed by the PPAT due to administrative actions in the form of a written warning up to the termination of his position as a PPAT (Article 10 PJPPAT) are also stipulated in Article 6 paragraph 1 of the IPPAT Code of Ethics, namely that members who violate the Code of Ethics may be subject to sanctions in the form of:

- a. rebuke;
- b. Warning;
- c. *Schorsing*(temporary dismissal) from IPPAT membership;

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<sup>20</sup>Ridwan, HR, State Administrative Law, (Jakarta: Raja Grafindo Persada, 2006), P. 67

- d. *Onzetting*(dismissal) from IPPAT membership;
- e. Dishonorable termination of IPPAT membership.

### **3.3. Formulation of Legal Responsibility in the Future (Ius Constituendum)**

As a form of legal responsibility formulation, the PPAT can refer to the provisions applied in Wet Van 25 Ventose Jaar Xi Op Het Notarisambt, Wet Van 25 Ventose Jaar Xi Op Het Notarisambt is a law intended to regulate notaries. The law explains that the sanctions for canceling a deed drawn up by a notary/PPAT include:

Article 96

1. rebuke;
2. Blame;
3. A disciplinary fine of 125 to 5,000 euros, which will be paid to the Ministry of Finance. Disciplinary sanctions can be imposed simultaneously with other disciplinary sanctions.

Article 97

Higher disciplinary sanctions:

A) For titular notary, related notary or deputy:

1. a disciplinary fine of more than 5,000 to 12,500 euros, which will be paid to the Ministry of Finance;
2. suspension;
3. deposition.

Disciplinary fines can be imposed simultaneously with other disciplinary punishments;

B) For junior civil notaries: suspension or deletion of registers;

C) For Honorary Notaries: suspension or loss of their honorary degree.

Referring to Wet Van 25 Ventose Jaar Xi Op Het Notarisambt above, the notary/PPAT liability policy formulation in the future is collective accountability. As reads in Art 96 and 97 Wet Van 25 Ventose Jaar Xi Op Het Notarisambt explains that the responsibility of a notary/PPAT can be held criminally and administratively accountable together.

In the legal system in Indonesia, Article 8 paragraph (1) letter c of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations for the Position of Officials for Making Land Deeds explains that being dismissed by the Minister is in accordance with the provisions in this Government Regulation.

Accountability which refers to the dishonorable termination of the PPAT is explained in the words of Article 10 paragraph (1) and paragraph (3) of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations for the Position of Officials Making Land Deeds which reads:

(1) PPATs dismissed by the Minister as referred to in Article 8 paragraph (1) letter c, consist of:

- a. honorably discharged;
- b. dishonorably discharged; And
- c. temporarily suspended.

(3) The PPAT is dishonorably dismissed as referred to in paragraph (1) letter b, because:

- a. committing a serious violation of the prohibition or obligation as a PPAT; and/or
- b. was sentenced to imprisonment based on a court decision which has obtained permanent legal force for committing a crime which is punishable by imprisonment of 5 (five) years or more.

Referring to the provisions of Article 10 paragraph (3), that one of the reasons for terminating a PPAT is committing a serious violation of the prohibition or obligation as a PPAT. However, the PP on PPAT Position Regulations has not clearly explained what is meant by bad agreement. Therefore, it is necessary to review the evil consensus in terms of PPAT helping to carry out evil agreements that result in disputes or conflicts. The definition of evil conspiracy can be found in Article 88 of the Criminal Code. Evil conspiracy occurs when two or more people have agreed to commit a crime.

Serious violations in the first point occur if the PPAT helps an evil agreement that causes disputes or conflicts in defense, while the second point states that serious violations occur if the PPAT makes a deed with the aim of consensus deed. Both of these points indicate the inclusion of criminal acts. Article inclusion is always related to crimes or violations. In the context of PPAT, the articles that are often related are about the act of doing, ordering to do, and participating in doing. Regarding serious violations on these two points, there are a number of articles in the Criminal Code that can ensnare PPAT. Criminal acts related to the duties of the PPE are among others listed in Article 263 paragraphs (1) and (2) related to document forgery, Article 264 paragraphs (1) related to

Based on a comparative study with the legal system in the Netherlands which refers to art 96 and 97 that the formulation of liability can be carried out with disciplinary fines which can be subject to disciplinary sanctions either in the form of suspension or deletion of the Notary/PPAT register.

#### **4. Conclusion**

Based on Decision No.32/Pdt-G/2011/PN-BNA, the sale and purchase deed was canceled because the plaintiff's deceased wife sold the land object without the consent of the plaintiff as her husband. Referring to the sound of Article 1320 of the Civil Code regarding the legal requirements of an agreement. Where in Decision No.32/Pdt-G/2011/PN-BNA from the point of view of marriage law, the agreement is not only by your husband or wife, but must be from both. For people who are going to carry out a land sale and purchase transaction, it is hoped that they will be able to fulfill the principle of truth and cash in executing the deed of sale and purchase. If the land to be purchased is joint property, the husband and wife must agree, not just one. If one of the parties is unable to attend the drawing up of the SALE AND BUY DEED, it is hoped that the husband/wife's consent will be drawn up in front of a notary.

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