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The Position of Grant Deed for Adopted Children as Juridical Strength of Granting Adoptive Parents' Assets to Adopted Children

Imam Karseno[*)]

[*)] Faculty of Law, Universitas Islam Sultan Agung (UNISSULA), E-mail: kab_purbalingga@pmi.or.id

Abstract. *Adoption of children according to the Compilation of Islamic Law is a manifestation of faith that carries a humanitarian mission which is realized in the form of caring for other people as children and is caring for children by nurturing their growth and development by fulfilling all their needs; Grant is one of the ways that adoptive parents can do to adopted children as a form of affection that has been established between the two of them. Because Islam clearly emphasizes that the relationship between adoptive parents and their adopted children does not cause the two of them to have an inheritance relationship, thus an adopted child does not inherit the assets of his adoptive parents; The purpose of this research is to find out the position of the deed of grant made by a Notary which contains grants of the assets of adoptive parents to their adopted children in the conception of legal certainty, and to find out the legal consequences for the deed of grants in the ownership of assets donated by adoptive parents to their adopted children if in the future there will be legal disputes with other heirs; The approach method used is sociological juridical. The data needed in this study includes primary data and secondary data consisting of primary legal materials, secondary legal materials and tertiary legal materials. The data obtained was then analyzed qualitatively; The results of this study state that the position of the grant deed made by a Notary for adopted children is normatively that the Grant Deed Number 19/2008 dated 28 April 2008 made before Notary Jhonni M Sianturi, SH is valid and has legal force, because it has fulfilled the requirements in the grant agreement both formally and materially. The legal consequences for the deed of grants granted from adoptive parents to their adopted children, that the perfect proof of an authentic deed (grant) for both parties is intended if a dispute arises before a judge regarding a matter and one of the parties submits an authentic deed, then what stated in the deed has been deemed perfectly*

proven. If the opposing party denies the truth of the contents of the authentic deed, then he is obliged to prove that the contents of the deed are untrue.

Keywords: Adoption; Child; Grant; Notary.

1. Introduction

In general, the desire to have children in a marriage is a human instinct, but sometimes this instinct collides with divine destiny, where the desire to have children does not materialize, so that various efforts are made to obtain offspring such as adopting children.[1]Thus for households that are not blessed with children, various methods are used to obtain children, such as adopting/raising other people's children, either from their family's children, or other people's children to become their adopted children.[2]

According to Article 171 letter h Compilation of Islamic law (KHI), what is meant by an adopted child is:

Children who, in terms of maintenance for their daily lives, educational expenses, etc., transfer their responsibilities from their original parents to their adoptive parents based on a court decision.

Starting from this definition, it can be understood that the guardianship of an adopted child has been transferred from his biological parents to his adoptive parents.[3]

Thus, because adoption is a legal act in the field of family law that gives rise to legal consequences and through agreements in the field of family law, it is important to pay attention to and implement it for the person who will adopt the child. An agreement born or arising from an agreement, namely an agreement between the party that adopts the child and the party that releases the child, namely the biological parents of the child concerned. Giving grants is one way that adoptive parents can do to their adopted children as a form of affection that has existed between the two of them. Because Islam clearly emphasizes that the relationship between adoptive parents and their adopted children does not cause both of them to have an inheritance relationship.

[1]Bgd. Armaidi Tanjung, 2007, Free Sex No! Marriage Yes!, AMZAH, Jakarta, p.113
[2]Muhammad Rais, Position of Adopted Children in the Perspective of Islamic Law, Customary Law and Civil Law (Comparative Analysis), Journal of Dictum Law, Volume 14, Number 2, December 2016, p.184
[3]Ibid, p.223.

A grant is the granting of property rights while still alive (to other people), whether the property is known or not without any obligation to reimburse[4]

Article 171 letter g of the Compilation of Islamic Law states that:

"Grants are the giving of an object voluntarily and without compensation from someone to another person who is still alive to have it".

From the definition of a gift above, it can be concluded that a gift is giving something to someone else while they are still alive without expecting anything in return. Grant is giving the right to own an object to another person based on sincerity on the basis of mutual assistance to fellow human beings in terms of goodness.[5]So in the transfer of property rights from the grantor to the grantee there will be a legal consequence, where the grantor must give the goods or property donated to the grantee with the consent of the gift.

Grants made by adoptive parents to adopted children must obtain permission (approval) or be made before the heirs of the heir before a notary. So that there are no misunderstandings and avoid cross disputes that might arise in the family. As for what is sunnah so that parents do not discriminate between some children and some others in grants. A person may give a gift to someone other than their child if they do not violate the terms and conditions of the gift. In giving grants, it is only limited to a maximum of 1/3 and a third of the other part which is distributed to those who are entitled, namely their heirs.

According to Article 212 of the Compilation of Islamic Law, in principle, a grant deed cannot be withdrawn unless a parent's gift is given to their child. This means that the inability to cancel the grant deed is not absolute. Legal remedies that can be taken by the grantor are if both parties (giver and recipient of the grant) agree and the grant deed has not been registered (the name of the certificate has not been returned), then the withdrawal of the grant deed is sufficient with a notarial deed in the form of a Deed of Grant Cancellation made by local notary. If both parties (giver and grant recipient) agree and the deed of grant has been registered with the local Land Office (certificate has been transferred), then the withdrawal of the grant deed must be by requesting a Decision of the Cancellation of the Grant Deed from the local District Court (for those subject to Civil Law) or the local Religious Court (for those subject to Islamic Law), as the basis for transferring the right to return the certificate. If the withdrawal of the grant deed is not fulfilled voluntarily, then the claim for

[5]Nor Mohammad Abdoeh, 2013, Property Grants to Adopted Children, UIN Sunan Kalijaga, Yogyakarta, p. 15

cancellation of the gift must be filed by the grantor with the local District Court or the local Religious Court until a court decision is issued with permanent legal force (in kracht) so thatcan be used as the basis for canceling a deed of grant that has been made beforehand.. Based on the description above, the authors are interested in conducting research with the title "State of the Grant Deed for Adopted Children as a Juridical Power of Granting Adoptive Parents' Assets to Adopted Children" to find out how the position of the grant deed made by a Notary containing the granting of parental assets adoption to his adopted child in the conception of legal certainty and what are the legal consequences for the deed of grants in the ownership of assets donated by adoptive parents to their adopted children if they are later legally questioned by other heirs.

2. Research Methods

The research method consists of a sociological juridical approach, which is a way or procedure used to solve problems by first examining secondary data in the form of legal rules or other written documents which are then followed by field research.[6]And the empirical juridical approach method, namely research to see how far the effectiveness of law in society with the factors that influence it.[7]The data needed in the discussion of this research includes primary data and secondary data.

Data primary is data obtained directly by conducting field research in the form of facts and interviews with religious court judges.

Secondary data, in the form of: primary legal material, namely laws and regulations, such as: Act No. 1 of 1974 concerning Marriage in conjunction with Act No. 16 of 2019 concerning Amendments to Act No. 1 of 1974 concerning Marriage; Act No. 23 of 2002 which has been revised by Act No. 35 of 2014 concerning Child Protection; Government Regulation of the Republic of Indonesia Number 9 of 1975; Government Regulation Number 54 of 2007 concerning Adoption; Presidential Instruction of the Republic of Indonesia Number 1 of 1991 concerning Compilation of Islamic Law; Decision Number 1637/Pdt.G/2019/PA.JP.

Secondary legal materials, namely dissertations, journals related to the research conducted.

Tertiary legal materials in the form of legal dictionaries, encyclopedias, internet.

[6]Soerjono Soekanto, 2003, Introduction to Legal Research, UI Press, Jakarta, p.42
[7]Rusnaldi Salim, Consumer Protection in Bankruptcy, Unissula Law Journal, Volume 36, Number 1, June 2020, P-ISSN: 1412-2723, p.27

The data obtained was then analyzed qualitatively, meaning a research method that produces descriptive data,[8]meaning by providing an interpretation of the data that has been obtained analyzed with the theory of legal certainty and compilation of Islamic law to provide answers to the problems in this study. Analyzed using qualitative methods, which shows in depth the phenomena revealed in the research data.[9]

3. Results and Discussion

3.1. The position of the deed of grant made by a Notary which contains grants of the assets of adoptive parents to their adopted children in the concept of legal certainty

As mandated in the 1945 Constitution of the Republic of Indonesia (1945 Constitution) Chapter I concerning Forms and Sovereignty, Article 1 paragraph 3 which states that the Republic of Indonesia is a constitutional state which in principle is obliged to guarantee certainty, order and legal protection that with the core of truth and justice to achieve the goals of the state. In people's lives, legal certainty is needed, among others, in the public service sector which is currently growing along with the increasing needs of the community itself for the existence of a service. The role of a notary in the service sector is as an official authorized by the state to serve the public in the civil field, especially making authentic deeds.[10]

In Article 1 number 1 of Act No. 2 of 2014 concerning the Position of Notary Public, it is stated that a Notary is a public official authorized to make authentic deeds and other authorities as referred to in this law.

Based on these provisions it can be understood that it does not mean that the role of a Notary is only in making deeds. Notary is one of the State officials who in carrying out their duties must be based on legal certainty, but the

[8]Raden Hamengku Aji Dewandaru, Umar Ma'ruf, "Legal Review of Requirements for Notaries and PPATs with Concurrent Positions Domiciled in One Area or Work Area", Journal of Deeds Vol.4 No.2 June 2017: 283-288, p.284

[9] Tetti Samosir, Indah Harlina, Fiikri Miftakhul Akbar, The Legal Implications of Forgery Sale & Purchase Binding Agreement by Notary Public, Deed Journal, Volume 9 No. 4, December 2022 Nationally Accredited Journal, Decree No. 164/E/KPT/2021, p.440

[10]Selly Masdalia Pertiwi, "Notary's Responsibilities for Authentic Deeds Which Result in Null and Law Upon the End of His Term of Office", Scientific Journal of Notary Masters Study Program, 2017-2018, Udayana University, p.247.

responsibility of a Notary as a Public Official is not easy or can be said to be very heavy because it relates to legal protection for someone for a legal deed made by him, legal protection will be realized if there is legal certainty binding.

A notarial deed as an authentic deed is a deed that must be made by or before an authorized public official, so that the making of the deed must contain requirements in accordance with the provisions of the law. In proving the truth, it can be done by looking at the formal requirements and material requirements for an authentic deed that have been stipulated by law. Thus, an authentic deed cannot be made haphazardly and cannot be made outside of these provisions, if this is done it will cause legal defects in which the deed cannot be called an authentic deed.

In a case, proving an authentic deed can be done through material and formal proof, where the evidence is strong to determine that the deed is truly an authentic deed made under the umbrella of law. Thus, the validity of an authentic deed ifhas been tested for truth and declared valid through the formal requirements and material requirements of an authentic deed, it will not be legally flawed.

Material truth can be interpreted as the real or essential truth, where the process of seeking material truth is carried out by means of a verification process that can convince the judge in deciding a case. If it is related to proving an authentic deed through material truth, the judge will certainly seek the truth of the validity of the deed, before deciding whether the deed is genuine or fake.

Unlike the case with formal truth, this truth is obtained on the basis of formal evidence presented at trial. So to get formal truth, an applicant must also bring evidence that will prove that this is true without having to be accompanied by a judge's conviction.

Seeing the explanation that an authentic deed or a notarial deed can be proven true through material truth and formal truth, of course it must be based on the terms and conditions.

The formal requirements for an authentic deed can be seen in the laws and regulationsAct No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Office of a Notary, including: Each deed consists of:

(1) Initial deed or head of deed;

(2) deed body;

(3) End or closing deed.

For the material requirements of a deed, you can refer to the legal terms of an agreement, as stipulated in Article 1320 of the Civil Code (KUHPerdata). For a valid agreement to occur, four conditions need to be met, including:

(1) Their agreement that binds him;

(2) The ability to make an engagement;

(3) A certain subject matter; And

(4) A cause that is not forbidden.

If there are procedures that have not been complied with, and the procedures that have not been complied with can be proven, then the deed can be declared by the court process as a deed that has the power of proof as a deed under the hand. If it is located like that, then the value of evidence is left to the Judge.

The notarial deed as evidence means that it has perfect evidentiary power, if all the procedural provisions or procedures for making the deed are met. Article 1866 of the Civil Code recognizes evidence consisting of: written evidence, evidence with witnesses, allegations, confessions, and oaths. Regarding written evidence, this includes an authentic deed, namely a deed made in the form required by law, made by or before a public official authorized to make the deed, at the place where the deed was made (Article 1868 of the Civil Code). The public officials referred to are notaries, judges, bailiffs at a court, civil registry officials and auction officials. In the case of a notarial deed, the person entitled to make an authentic deed is a notary, because the notary has been appointed as the only public official who has the right to make all authentic deeds, unless the laws and regulations stipulate otherwise. Authentic deed as the strongest and fullest evidence has an important role in every legal relationship in people's lives. As a perfect means of evidence, it means that the truth stated in the notarial deed does not need to be proven with the help of other evidence. The law gives such evidentiary power to the deed because the deed is drawn up by or before a notary as a public official who is appointed by the government and is given the authority and obligation to serve the public/public interest in certain matters, therefore the notary participates in exercising authority government.[11]

According to Article 1867 of the Civil Code (KUHPerdata) it is also stated that proof in writing is carried out in authentic writings or with private writings.

From the evidence in the form of writing, there is a very valuable part to prove,

[11] Ellise T. Sulastini dan Aditya Wahyu, 2011, Pertanggungjawaban Notaris Terhadap Akta yang Berindikasi Pidana, Refika Aditama, Bandung, hal 19.

namely proof of the deed. A deed is in the form of writing that is intentionally made to be used as evidence of an event and is signed sufficiently. Thus, an important element for a deed is the intention to create written evidence and sign the writing. The conditions for signing the deed can be seen from Article 1874 of the Civil Code which contains provisions regarding proof of underhanded writings made by Indonesians or their equivalent. Writings can be divided into 2 (two) categories, namely deed and other writings, what is important from a deed is the signature, because by signing a deed a person is deemed to bear the truth of what is written in the deed. Among the letters or writings called the deed, there is another group that has a special evidentiary power, namely what is called an authentic deed. Before completing the description of the problem of proof with the authentic deed, the meaning of proving will first be explained. What is meant by proving, is convincing the judge about the truth of the argument or arguments put forward in a dispute by the defendant. Before completing the description of the problem of proof with the authentic deed, the meaning of proving will first be explained. What is meant by proving, is convincing the judge about the truth of the argument or arguments put forward in a dispute by the defendant.[12]

The task of the judge or court, is to determine the law or laws specifically, or apply which laws and regulations are appropriate for the settlement of a case. In the process of civil disputes that take place before the court, each party submits contradictory arguments, from these matters the judge must examine and determine which arguments are correct from each of the parties to the dispute. Legal uncertainty and arbitrariness will arise, if the judge in carrying out his duties is allowed to rely on his decision on his conviction that is not strong and genuine, the judge's conviction must be based on what the law refers to as "evidence". Based on the brief description above it can be seen,

The act of adopting a child is an act that creates legal consequences both for the adoptive parents and for the adopted child. This legal consequence is from a legal action which arises against the parties concerned and must accept the legal consequences whether they are felt to be beneficial or detrimental.

Based on the explanation of Article 49 a number 20 of Act No. 3 of 2006 concerning Amendments to Act No. 7 of 1989, which was later amended again by Act No. 50 of 2009 concerning Religious Courts, states that "Determination of the origin of a child and determination of adoption based on Islamic law.

Article 209 of the Compilation of Islamic Law reads, that an adopted child has the right to get a mandatory testament, but the status of the adopted child referred

[12] Pitlo dalam buku M. Isa Arief, 1986, Pembuktian dan Daluarsa Menurut Kitab UndangUndang Hukum Perdata Belanda,PT. Intermasa, Jakarta, hal 51

to in Article 209 of the Compilation of Islamic Law is that he still has the status of an adopted child who has no relation to his adoptive parents and the status in inheritance cannot defeat the child's inheritance status. biological. So what is meant by the inheritance of adopted children in Article 2009 is a mandatory will, not inheritance.

A mandatory will is a testament intended for heirs or relatives who do not receive a share of the inheritance from the person who died, due to a sharia impediment.[13] Suparman in his book Fiqh Mawaris (Islamic Inheritance Law), defines an obligatory will as a will whose implementation is not influenced or does not depend on the will or will of the deceased.[14]

Some of the considerations and conditions when a child gets a mandatory will according to Article 209 of the Compilation of Islamic Law, namely:

(a) There is legal certainty regarding child adoption through the decision of the Religious Court.

In the Explanation of Article 49 letter a number 20 of Act No. 3 of 2006 concerning Amendments to Act No. 7 of 1989 concerning Religious Courts.

(b) The existence of pledges and contracts in the provisions issued by the Religious Courts regarding the provisions of the obligatory will for children who will be adopted after the death of adoptive parents.

(c) Social factors such as the important role of adopted children in adoptive parents' families, giving rise to a sense of kinship between children and adoptive parents and the bond of love and affection between adopted children and adoptive parents in a family. This is also based on the jurisprudence of the decision of the Supreme Court Number K/Pdt/1987 dated 27 April 1989 confirming that the purpose of adopting a child is not to receive remuneration from the adopted child to the adoptive parents, but instead to transfer the affection of the parents to the child.[15]

The closeness of an adopted child to his adoptive parents to the point of causing deep affection is not the final factor in the right of an adopted child to obtain a mandatory will. In a more precise analysis, the right to get the obligatory will is due to the stipulation factors as well as contracts and pledges from the Religious

[13] A.A.Dahlan, 2000, Ensiklopedi Hukum Islam, Ikhtiar Baru Van Hoeve, Jakarta, p.193

[14] Suparman, 1997, Fiqih Mawaris (Hukum Kewarisan Islam), Gaya Media Pratama, Jakarta, p.163

[15] Musthofa, 2008, Pengangkatan Anak Kewenangan Pengadilan Agama, Kencana, Jakarta, p.56

Courts, from the legitimacy of the adopted child and the right of the adopted child to get the obligatory will. Of course, the decision must have permanent legal force. So, according to the author, those who are entitled to the obligatory will referred to in Article 209 of the Compilation of Islamic Law are children who have all of these factors, namely having the legal status of an adopted child issued as a decision by the Religious Courts which has permanent legal force,

Regarding the rights of adopted children regarding obligatory wills that have been granted and have been stipulated in the grant deed, then according to Article 1866 of the Civil Code and Article 165 HIR the deed is written evidence in proceedings in court, the position of the deed is very important in a proof. Grant deed in this case includes an authentic deed, this is in accordance with Article 1868 of the Civil Code, Article 165 HIR, and Article 285 Rbg which states that an authentic deed is a deed made by an official who is authorized to do so by the authorities, according to the provisions that have been determined, either with or without the assistance of interested parties.

The deed is divided into two, namely the authentic deed and the deed under the hand. The grant deed as an authentic deed according to Article 1870 of the Civil Code and Articles 165 HIR and 285 Rbg has absolute and binding evidentiary power, what is stated in the deed is perfect evidence, so it no longer needs to be proven by other evidence as long as the untruth cannot be proven. An authentic deed gives between the parties, including their heirs or the person who gets the rights from the parties, a perfect proof of what was done or stated in this deed. However, the deed may no longer be authentic, for example when the deed impedes a person's rights in terms of inheritance.

The perfect evidentiary strength stated in an authentic deed is a combination of several evidentiary powers and the requirements contained therein. An authentic deed will result in not having a perfect and binding evidentiary value if it does not contain one of the evidentiary powers or requirements, so it will lose its authenticity and will no longer be an authentic deed.

A grant deed in the distribution of inherited assets can be proven valid if:[16]

(a) Making a grant deed must meet the following requirements:

(1) The deed must be made by and before a public official;

[16]Djais & Koosmargono, 2008, Reading and Understanding HIR, Diponegoro University Publishing Agency, Semarang, p.153

(2) The deed must be made in accordance with the provisions of the legislation;

(3) The making of the deed must have the authority to make the deed before whom the deed is drawn up by a public official.

(b) An authentic deed must meet the strength of physical, formal and material evidence, namely:

(1) Outward proof strength, namely a deed that appears as an authentic deed and fulfills the specified conditions so that the deed can be valid or considered an authentic deed;

(2) Formal strength, namely what is stated and included in the deed in the form of certainty that the day, date, month, year, time (time), the parties present, the signatures of the parties, the notary and witnesses and the place where the deed was drawn up is true, is a description of the will of the the parties who appear at the time stated in the deed.

(3) The strength of material proof, namely the material of a deed which is stated in the deed is valid proof against the parties making the deed. The information submitted by the appearer to the notary as stated in the deed is considered correct. If the statement is not true in the future, then the contents of the statement are the responsibility of the parties.

(c) A grant deed that already has authentic legal force if it does not prevent other heirs from obtaining their rights in the inheritance specified in the deed. If in the future the deed of grant can prevent the heirs from obtaining their rights, then the deed of grant that has been drawn up by a notary or authorized public official is null and void.

(d) The deed has elements according to the provisions in Article 165 HIR, namely:

(1) Writing that contains;

(2) Events, facts or circumstances which form the legal basis of a right or engagement;

(3) Signed by the parties concerned; And

(4) With the intention to serve as evidence.

The deed of grant basically has the benefit of the property rights owned by the recipient of the grant, such as the existence of a deed of grant will protect the

rights and evidence in writing for the recipient of the grant so that they have legal certainty or legal guarantees in the future, the deed of grant can be used as a protector for the recipient grants if in the future a lawsuit is filed by other parties, and with the deed of grants it will minimize the occurrence of disputes within the family or other heirs.

Regarding the obligatory will contained in the deed of grant as in the Decision of the Central Jakarta Religious Court Number 1637/Pdt.G/2019/PA.JP, the essence of which is: plaintiff I (Nurhamidah Nasution bint Marasidin Nasution) is the legal wife of plaintiff II (Abu Bakar MS bin Bintang bi M.Soleh) who married in 1978 and during the marriage were not blessed with children, so they adopted a child named Rusmaini bint Jamaludin (defendant). Then plaintiff I and plaintiff II before carrying out the Hajj pilgrimage donated joint property in the form of a plot of land covering an area of 109 M2 as a residence located at Jalan Percetakan Negara II-A/19 RT 013/RW 011, Johar Baru Village, Johar Baru District, Central Jakarta, according to the certificate of Property Rights Number 1911 in the name of Nurhamidah Nasution legally granted to Rusmaini binti Jamaludin (defendant) with the Deed of Grant Number 19/2008 dated 28 April 2008 made before Notary Jhonni M Sianturi, SH.

According to the provisions of Islamic Law, grants are used to state a more specific meaning than something that expects compensation, and like sayings, people who say grants are the giving of property rights without compensation and this is the meaning of grants according to syara'.[17] Grant is giving the right to own an object to another person based on sincerity on the basis of mutual assistance to fellow human beings in terms of goodness.[18]then in the transfer of property rights from the grantor to the grantee a legal consequence will arise, in which the grantor must provide the goods or property donated to the grantee with the consent of the gift. A person may give a gift to someone other than their child if they do not violate the terms and conditions of the gift. In giving grants, it is only limited to a maximum of 1/3 and a third of the other part which is distributed to those who are entitled, namely their heirs.This is in accordance with Article 209 of the Compilation of Islamic Law, the affirmation of the SKB MA and the Minister of Religion No. 07/KMA/1985 and Qs Al-Ahzab (33): 4-5, that grants must comply with the provisions of the maximum limit of 1/3 of the entire assets of the grantor.

[17]Abdul Aziz Muhammad Azzam, 2009, Fiqh Muamalat Transaction System in Islamic Fiqh, Nusantara Publisher, Surabaya, p.453

[18]Nor Mohammad Abdoeh, 2013, Property Grants to Adopted Children, UIN Sunan Kalijaga, Yogyakarta, p. 15

Normatively, the deed of grant is valid and has legal force, because it meets the requirements in the grant agreement. For example, the items that are donated belong to the donor, they are not forced to give a gift. As in this case, her adoptive parents Nurhamidah Nasution binti Marasidin Nasution (plaintiff I) and Abu Bakar MS bin Bintang bi M.Soleh/plaintiff II) have donated joint property to their adopted child (Rusmaini bint Jamaludin/defendant) without any coercion and both of them signed the deed of grant in front of a notary to be gifted to their adopted children. However, regarding the grant, his adoptive parents donated only 1/3 of the total assets owned by his adoptive parents. If we refer to Decision Number 1637/Pdt.G/2019/PA. JP,[19]

a. Plaintiff I and plaintiff II are husband and wife, bound in a legal marriage since August 25, 1978.

b. Plaintiff I and Plaintiff II have donated to the Defendant (Rusmaini bint Jamaludin) for land and building on Jalan Percetakan Negara II-A/19 RT 013/RW 011, Johar Baru Village, Johar Baru District, Central Jakarta, with an area of 109 M2 according to the certificate of Property Rights Number 1911 in the name of Nurhamidah Nasution on the 28th April 2008 which was made before Notary Jhonni M Sianturi, SH and the name has been reversed to the name Rusmaini binti Jamaludin.

c. Plaintiff I and Plaintiff II have donated the object of the grant to the defendant according to the procedure.

d. Before the plaintiffs went through the process of making a grant deed toNotary Jhonni M Sianturi, SH to the defendant in 2008, previously the plaintiff's families had warned and suggested that the object of the grant should not be granted to the defendant because he was young, but the plaintiffs continued to pass on the grant to the defendant before facing the notary, so that the panel of judges assessed the plaintiffs make grants of their own free will without coercion from any party.

e. In addition, the plaintiffs argued their lawsuit in posita 6 which explicitly states that plaintiff I and plaintiff II legally provided grants with the grant deed No. 19/2008 dated 28 April 2008 made before Notary Jhonni M Sianturi, SH, notary in Jakarta (co-defendant) having its address at Jl. Rawa Selatan IV/53 Johar Baru, Central Jakarta, thus the grants of the donors to the a quo defendant have been proven and irrefutable.

f. The reasons for plaintiff I and plaintiff II to revoke the grant to the defendant

[19]Interview with Judge, 28 December 2022 at 10.00 WIB

for land and buildings on Jalan Percetakan Negara II-A/19 RT 013/RW 011, Johar Baru Village, Johar Baru District, Central Jakarta, with an area of 109 M2 according to the certificate of Property Right Number 1911 in the name of Nurhamidah Nasution on April 28 2008 which was made before Notary Jhonni M Sianturi, SH a quo because the defendant had acted arbitrarily and was a disobedient child as stated in the arguments of the plaintiffs' lawsuit number 8 and 8, but in court the plaintiffs could not prove it.

g. One of the conditions for a grant to be valid according to Article 210 of the Compilation of Islamic Law (KHI) is that the property that is donated belongs entirely to the grantor. Therefore, the grant made by the plaintiffs to the defendant for land and buildings on Jalan Percetakan Negara II-A/19 RT 013/RW 011, Johar Baru Village, Johar Baru District, Central Jakarta, covering an area of 109 M2 according to the certificate of Property Right Number 1911 of the name Nurhamidah Nasution on April 28 2008 made before Notary Jhonni M Sianturi, SH is valid.

h. Article 212 of the Compilation of Islamic Law (KHI) reads that grants cannot be withdrawn except for gifts from parents to their children, thus the reasons for the plaintiffs to withdraw their grants to the defendant are also not sufficiently grounded.

i. Based on the considerations mentioned above, the Panel of Judges is of the opinion that the plaintiffs' claim to revoke the grant to the defendant for the a quo property object on the grounds that the defendant was disobedient to plaintiff I and plaintiff II is not sufficiently grounded and proven, so that plaintiff I and plaintiff II's claim should be rejected. and grant deed No. 19/2008 dated 28 April 2008 made before Jhonni M. Sianturi, SH Notary in Jakarta has legal force.

3.2. Legal consequences for the deed of grants in the ownership of assets donated from adoptive parents to their adopted children if later they are legally challenged by other heirs related to benefits

According to Article 1666 of the Civil Code, a gift is an agreement whereby a grantor hands over an item for free, without being able to take it back, for the benefit of someone who receives the delivery of the item.

Meanwhile, according to KBBI, a deed is a letter of evidence containing statements (statements, confessions, decisions, etc.) about legal events made according to applicable regulations, witnessed and ratified by official officials.

Based on the two definitions above, it can be concluded that the deed of gift is a letter of evidence that has legal force for the delivery of goods free of charge to another person.

Grants must comply with what is regulated in Article 1666Code of Civil law(“BW”), that a grant is a gift by a person to another person free of charge and irrevocably, for movable objects (by notarial deed) or immovable property (by deed of Land Deed Making Officer - "PPAT") at the time the grantor still alive.

Grants are the free will of the owner of the property to grant to whomever he wishes. So, the grantor acts actively handing over the ownership of his property to the grantee.But freedom is always limited by the rights of other parties. In the assets of the grantor, there is an absolute right (legitieme portie) for the child as the heir and this right is protected by law. In Islamic inheritance law, giving gifts to other people is also limited to a maximum of 1/3 of the property. So, if indeed the grant violates the rights of the child, then the child can sue the grant. However, if the child doesn't mind, then the grant can still be implemented.

In order to prevent lawsuits from occurring in the future, in practice it is always required to have a Letter of Consent from the biological child (children) of the grantor. Thus, giving grants must pay attention to the approval of the heirs and do not violate their absolute rights. Absolute right is part of the inheritance that has been determined by law for each heir (see Article 913 BW).Children's disapproval could be because there is a concern that they will get less inheritance or it could be because the children are not happy with the beneficiary, everything can be justified.

In terms of freedom is always limited by the rights of other parties, properly accommodated by law. The law still respects the right of the owner of the property to share, without prejudice to the rights of the heirs.For non-Muslims, they will be subject to the rules in Article 881 paragraph (2) BW, which says that "with such an inheritance or grant, the one who inherits (and grants) must not harm his heirs who are entitled to an absolute share In BW there is a classification of heirs which on the basis of that class determines how much their absolute rights are.

For Muslims subject to Article 209 of the Compilation of Islamic Law, the affirmation of the Supreme Court Decree and the Minister of Religion No. 07/KMA/1985 and Qs Al-Ahzab (33): 4-5, that grants must comply with the provisions of the maximum limit of 1/3 of the entire assets of the grantor.

Thus, if it can be proven that the grant does not exceed 1/3 of the heir's inheritance (in the Islamic inheritance system) or does not violate the legitieme portie of the heir (in the Western civil inheritance system), then the grant to adopted children can still be implemented.

Not infrequently, there are cases where the heirs of the grantor refuse the grant rights that have been given to the recipient. In fact, if the deed has been drawn

up according to law in the presence of an official, the heirs must submit. He can't take it back or ask the beneficiary for funds to buy it. This is in line with Article 212 KHI which stipulates that grants cannot be withdrawn, except for gifts from parents to children. However, if the heirs insist on refusing, the grant recipient can file a lawsuit. This will give birth to a dispute because of an unlawful act and both parties can process it at the local District Court.

4. Conclusion

The position of the grant deed made by a Notaryfor adopted children normatively that the Deed of Grant Number 19/2008 dated 28 April 2008 made before Notary Jhonni M Sianturi, SH is valid and has legal force, because it has fulfilled the requirements in the grant agreement both formally and materially.

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