

Responsibility of Land Deed Officials (PPAT) as Participants in The Issue of Sale and Purchase Deeds Cancelled By The Court in West Jakarta

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Abstract. *This study aims to determine and analyze the form of implementation of accountability. the answer from the land deed making official (PPAT) as a participating party legal actions regarding the deed of sale and purchase made in West Jakarta and knowing and analyzing the legal consequences of the cancellation of the deed of sale and purchase of land made before the land deed making official (PPAT) by the West Jakarta Court. The results of the research and discussion in this study are: The form of implementation of the responsibility of the land deed making official (PPAT) as a party involved in the legal act on the deed of sale and purchase made in West Jakarta can be seen from the PPAT who carried out the transfer of land rights by making a Deed of Sale and Purchase which was based on a legally flawed due to the deviation of the principle of carelessness of the PPAT in carrying out his position. So that in this study it can be seen that F., SH, M.Kn. and IR, SH, M.Kn. are categorized as parties involved in the legal act on the deed of sale and purchase where it is categorized as joint participation in falsifying authentic documents and money laundering on the deed which is a legal product made so that the defendants are burdened with principal and additional criminal penalties which result in the deed being declared null and void by law and the legal consequences of the cancellation of the deed of sale and purchase of land made before the land deed making official (PPAT) by the West Jakarta court are that it is declared null and void (niegtigheid van rechtswege) and all are returned to their original state to the late. CIM, which in this case is the heir of the deceased, is back to NZ Zubir, where due to the carelessness of the PPAT in making its legal product based on the decision Number: 248 / P \ Pid.B / 2022 / PN Jkt.Br and is burdened with imprisonment for 2 years and 8 months each, a fine of Rp. 1,000,000,000, - (one billion*

rupiah) but if the fine is not paid then it is replaced with imprisonment for 1 month each.

Keywords: *Accountability, PPAT, Participation, Making AJB*

1. Introduction

The position of a public official who has the authority to regulate and grant validity to a contract agreement stated in an authentic deed is the authority of a notary, a profession that has a code of ethics in the form of guidelines for attitudes and behavior. The term public official attached to a notary means that the official serves the general public in every creation such as an authentic deed related to using a concentration of civil law and this authority has not been delegated to other officials and is requested by the general public who need or are interested so that their legal actions are stated in the form of an authentic deed whose authority lies with the notary.¹

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 unity among Indonesian society. As a capital asset, land has grown as an object very important economy, not only as a trading material but also as an object of speculation. On the one hand, land must be used and utilized as much as possible for the welfare and prosperity of the people and on the other hand, its sustainability must be maintained.²The creation of legal certainty of land rights requires land registration. The issue of land registration has been regulated by the Indonesian government, namely by issuing Government Regulation Number 24 of 1997 concerning land registration on the second amendment to Government Regulation Number 10 of 1961 providing special limitations and provisions regarding the Land Registration, this is expected in the equitable distribution of national development in general and land registration

¹Andi P, 2015, "What and Who is a Notary in Indonesia?", Perwira Md Nusantara, Surabaya, p. 34

²Achmad Rubaie, 2007, Law on Land Acquisition for Public Interest, Malang: Bayu Media, p. 1.

issues in particular can be implemented and produce maximum results.³ Because the land sector plays a role, it requires legal status, legal certainty of the land and legal ownership as stated in Article 19 of the UUPA paragraph 1, namely that: to guarantee legal certainty, the government carries out land registration throughout the territory of the Republic of Indonesia according to the provisions regulated by Government Regulation.⁴The making of a deed at the Land Deed Making Officer is proof of the transfer of the encumbrance rights or the commencement of the encumbrance. This evidence only binds the parties concerned and does not yet bind third parties, while registration at the land office is a strong means of proof and not only binds the parties concerned but also third parties.⁵In Article 3 paragraph (1) of PP Number 37 of 1998 it is stated: "To carry out the main duties as referred to in Article 2, a Land Deed Making Officer has the authority to make authentic deeds regarding all legal acts as referred to in Article 2 paragraph (2) regarding land rights and Ownership Rights for Apartment Units located in his/her work area."

Buying and selling is an agreement. An agreement between the parties involved in it. One party agrees to deliver the goods and the other party agrees to pay the price. The agreement for the seller is that he agrees to the price that will be paid by the buyer, while the agreement for the buyer is that he agrees to the goods that will be delivered by the seller to him.⁶The legal act of buying and selling land, the parties make a Deed of Sale and Purchase at the Land Deed Making Officer (PPAT) who is on duty in the area where the land is located as the area of his/her work authority. According to the Basic Agrarian Law, buying and selling land is a process that can be evidence of the transfer of rights from the seller to

³Debora Riny Lumolos, Role of Sub-district Head as Temporary Land Deed Making Officer (PPAT) in Mapanget Sub-district, Manado City, <http://ejournal.unsrat.ac.id/index.php/jurnaleksekutif/article/view/2365> on August 27, 2024, at 11.00 WIB.

⁴Boedi Harsono, 2003, Indonesian Agrarian Law, History of the Formation of UUPA and its Implementation, Djambatan, Jakarta, p. 558.

⁵Soedharyo Soimin, 2008, Status of Land Rights and Acquisition. Jakarta, p. 45.

⁶Gunawan Wijaya, 2002, Buying and Selling, Jakarta: Raja Grafindo Persada, p. 10.

the buyer. The basic principle is clear and cash, namely the transaction is carried out before an authorized public official and paid in cash.

As for the cases that occurred in the field, such as what happened in West Jakarta where there were irregularities on November 18, 2021, Polda Metro Jaya has named five suspects named RK (E), and 3 (three) PPAT Notaries who became suspects named (F), (IR) and (ER) related to the land mafia case that caused losses to the artist NZ's family to the tune of billions of Rupiah. Head of Public Relations of Polda Metro Jaya Brigadier General Yusri Yunus said that the modus operandi of the main perpetrators of this case which caused losses to NZ was through falsification of signatures. Initially, investigators successfully secured three perpetrators including two individuals, a husband and wife, the perpetrators were also ART, NZ's mother trusted Riri to take care of the PBB tax financing, a power of attorney was also given because she trusted her so much, her late mother gave a certificate, so the perpetrators intended to forge authentic letters to become the power of attorney for her certificate, then Riri as a suspect changed the name on the land certificate in her husband's name.⁷A deed is an agreement between the parties that binds those who make it, as long as the conditions in the agreement are met based on the provisions of Article 1320 of the Civil Code.⁸Cancellation of a Notary/PPAT deed through a court decision, is not only due to the error or negligence of the Notary/PPAT in making the deed. But the cancellation of a Notary/PPAT deed can also be caused by the error or negligence of the parties who are mutually bound in the deed, so that the error or negligence causes the PPAT to be involved in the Legal Problems of one of the parties.

Land title certificates as stated in the Basic Agrarian Law Number 5 of 1960 are strong evidence, meaning that as long as there is no other evidence that states (proves) its untruth, then the information contained in the certificate must be

⁷ <https://www.kompas.tv/entertainment/319597/3-notaris-ppat-divonis-ringan-kakak-nirina-zubir-kecewa-ragu-mafia-tanah-bisa-dilawan> accessed on August 29, 2024 at 13.23 WIB.

⁸Habib Adjie, 2017, Understanding and Mastering the Theory of Notarial Deeds, Various Initial Deeds, Comparison and End of Notarial Deeds, Semarang: Nuta Nusindo, , p. 5

considered correct and no additional evidence is needed.⁹Cancellation of a Notary/PPAT deed through a court decision, is not only due to the error or negligence of the Notary/PPAT in making the deed. But the cancellation of a Notary/PPAT deed can also be caused by the error or negligence of the parties who are mutually bound in the deed, so that the error or negligence causes a lawsuit from one of the parties. In a civil process, it is not uncommon for a Notary/PPAT to be in the position of co-defendant which is given as a forced effort, because in a notarial deed, especially a Partij Acte which then becomes evidence for a civil case, the Notary/PPAT is not involved and is even prohibited by law from being involved in a legal act as explained in the notarial deed that he/she formalizes. The involvement of the Notary/PPAT is limited to formulating the legal acts of the parties into his/her deed and then formalizing the deed. Forced to seat the Notary/PPAT.¹⁰Based on the description above, it is then made in the form of a thesis entitled the accountability of the land deed making official (PPAT) as a party involved in the making of the sale and purchase deed which was cancelled by the Court in West Jakarta.

2. Research Methods

The method used in this writing is empirical juridical. The juridical approach (law is seen as a norm or *das sollen*), because in discussing the problems of this research using legal materials (both written law and unwritten law or both primary legal materials and secondary legal materials). The type of data uses primary data and secondary data. The data analysis method used is qualitative descriptive analysis.

3. Results and Discussion

3.1. Implementation Form of Accountability of Land Deed Making Officials (PPAT) as Parties Participating in Legal Acts Regarding Sale and Purchase Deeds Made by Them in West Jakarta

Land registration is regulated in Government Regulation Number 24 of 1997 concerning Land Registration. Land registration is a series of activities carried out by the government continuously, sustainably and regularly which include the collection, processing, bookkeeping, presentation and maintenance of physical data and legal data in the form of maps and lists regarding land plots and certain rights that burden them. The implementation of land registration is a guarantee of regulations in the land sector to facilitate ownership and proof of a person's

⁹Boedi Harsono, *Op.cit.*, p.76.

¹⁰Djoko Sukisno, 2008, Taking Photocopies of Minutes of Deeds and Summoning Notaries, *Jurnal Mimbar Hukum* vol.20 No.1, p.52

land rights.¹¹PPAT in carrying out his/her position must have a good personality and uphold the dignity and honor of PPAT. In addition, PPAT must also prioritize devotion to the interests of the community and the state. PPAT must also have professional behavior and participate in national development, especially in the legal field. In order to advance national development in the land sector, PPAT must work with a full sense of responsibility, independently, honestly and impartially.¹²AJB has several important functions that make its existence irreplaceable, including:¹³

1. Proof of a valid house or land sale and purchase transaction with an agreed price and other terms and conditions that have been agreed to by both parties.
2. To be the basis for both sellers and buyers to fulfill their respective obligations in the process of buying and selling a house or land.
3. When one party fails to fulfill its obligations, the deed of sale and purchase can be used as evidence to demand the obligations of the negligent party.

Basically, when a sale and purchase occurs, the parties carrying out the legal act must meet the requirements as subjects and the rights to the land or ownership rights to the apartment units being sold must meet the requirements of the object of the sale and purchase, the requirements in question are: the seller has the right to sell the land in question, the buyer has the right to buy the land in question, the land in question may be traded according to law and the land rights in question are not in dispute. If one of these material requirements is not met, then this will have legal consequences, namely that the sale and purchase of the land is legally flawed and void by law.¹⁴According to Putu Asti Nurtjahjati, SH, M.Kn, the existence of sales and purchase documents does not necessarily prove

¹¹Nurhayati, 2019, "The Function of Land Registration for Land Rights According to the 1960 UUPA", *Warta Journal*, Edition: 60, p. 59.

¹²Urip Santoso, 2016, *Land Deed Making Officials: Perspective on Regulation, Authority, and Nature of Deeds*, Jakarta: Kencana Prenadiamedia Group, p. 94.

¹³Kevin Hernando Pratama, 2021, Responsibilities of Land Deed Officials (Ppat) in Making Sale and Purchase Deeds Made Without the Knowledge and Consent of the Object Owner in Decision Number 347/Pdt.G/2017/Pn.Jkt.Tim, *Agima Law Journal*, Volume 4 Number 2, Page 719. <https://journal.untar.ac.id/index.php/adigama/article/download/13647/8336/40939>

¹⁴Interview with Putu Asti Nurtjahjati, SH, M.Kn, as the Land Deed Making Officer with the South Jakarta Region working area, conducted on November 21, 2024 at 20.15 WIB.

that the buyer really has the right to the land he bought. Moreover, there is no authentic evidence that the seller is indeed entitled to the land he sold. Which is then extended and becomes a serious problem when the land that will be and/or has been sold is part of customary land, for this reason, it is important for a Land Deed Making Officer to be vigilant when making an authentic deed for the land.¹⁵

According to Sumiyati, SH, M.Kn. who explained that the role of PPAT in Community Service As stated in Article 1 Paragraph (1)) of the Regulation of the Head of the National Land Agency Number 1 of 2006, that PPAT is a public official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights. In reality, PPAT is authorized to make deeds of agreements that intend to transfer land rights, grant new rights to land, mortgage land or lend money with land rights as collateral. The issuance of authentic deeds up to the issuance of Land Rights Certificates is an effort to realize certainty and provide legal protection for interested parties. Because, legal traffic in community life requires evidence that clearly determines the rights and obligations of a person as a legal subject in society. In this case, the evidence in question is the Land Rights Certificate. Authentic deeds as the strongest evidence have an important role in every legal relationship in community life. It is clear that the role of PPAT in serving the community is to expedite the certification process until an authentic deed in the form of a Land Title Certificate can be issued.¹⁶

In this case based on the Court's decision Number: 249/Pid.B/2022/PN. Jkt.Brt on behalf of the convicts RK, SH, M.Kn., and E., SH, M.Kn. The public prosecutor made an indictment in the form of a Cumulative Subsidiary Charge, namely the first Primary Article 264 paragraph (1) of the Criminal Code in conjunction with 55 paragraph (1) to (1) of the Criminal Code, the first Subsidiary Article 263

¹⁵Ibid, interview with Putu Asti Nurtjahjati, SH, M.Kn.

¹⁶ Interview with Sumiyati, SH, M.Kn. as the Land Deed Making Officer with the Land Deed Making Officer with the working area of the Kayong Utara Region, was conducted on November 15, 2024 at 19.00 WIB.

paragraph (1) Jo. Article 55 paragraph (1) ke-1 of the Criminal Code and Article 3 of Law Number 8 of 2010 concerning the Crime of Money Laundering Jo. Article 55 paragraph (1) ke-1 Jo Article 56 paragraph (1) of the Criminal Code (Vide Decision Page 6).

In the indictment it is seen that the Public Prosecutor uses the Article cumulatively to the Notary, namely by participating in the crime of forgery. In the indictment there is a crime of participation which is combined between Article 55 and Article 56 of the Criminal Code. The construction of the indictment makes the indictment unclear because the role of the Notary is whether as a co-perpetrator or an assistant who in criminal law teachings has almost the same qualifications. This can be seen from the decision:

1. Declaring that defendant 1. F., SH.MKn and defendant 2. IR, SH,M.Kn. have each been proven legally and convincingly guilty of committing the crime of “Jointly participating in falsifying authentic documents and money laundering”;
2. Sentencing defendant 1. F., SH.MKn and defendant 2. IR, SH.MKn to a prison sentence of 2 (two) years and 8 (eight) months each, with a fine of Rp. 1,000,000,000 (one billion rupiah) each, but if the fine is not paid, it will be replaced with a prison sentence of 1 (one) month each;
3. Determine that the period of arrest and detention that has been served by each Defendant, be deducted in full from the sentence imposed on him;
4. Determine that the defendant remains in detention;
5. Determine the evidence in the form of:
 - 1) Original SHM No.04041/Srengseng an Cendra Beti with an area of 94 m2 (not yet transferred to CIM), confiscated from BRI Bank, Tomang Branch Office, West Jakarta;
 - 2) Original SHM No. 715/Kelapa Dua in the name of Mrs. CIM with an area of 241 m2, confiscated from BRI Bank, Jakarta City Branch Office;

3) Original SHM No.2249/Srengseng an Fadhlhan Karim with an area of 171 m2 (child) in the name of RK. Confiscated from Bank BRI, Jakarta Branch Office, Sudirman I, Central Jakarta;

4) Original SHM No.1164/Srengseng an Cendra Beti with an area of 237 m2 (not yet transferred to CIM) under the name of RK. Confiscated from BCA Bank Jalan Thamrin No.1 Central Jakarta;

5) Confiscated from Fadhlhan Karim (Originally from SHM No.5774/Srengseng an Vinta Kurniawaty covering an area of 399 m2 and SHM No.5773/Srengseng an NZ Raudatul Jannah covering an area of 357 m2):

- Original SHM No. 09850/Srengseng land area 198 m2 in the name of a physical person;
- Original SHM No. 09890/Srengseng land area 204 m2 in the name of Jasmania;
- Original SHM No.09988/Srengseng land area 200 m2 an Muh Facrhrozi;
- Original SH as SHM No. 09851/Srengseng land area 125 m2 White color in the name of Sutrisno (from Musaro);

6. Charging the Defendants to pay court costs of Rp. 5,000 (five thousand rupiah) each.

In this case, based on the decision that 248/Pid.B/2022/PN Jkt.Brt implementation of the responsibility of the land deed making official (PPAT) as a party involved in the legal act on the sale and purchase deed in this case PPAT F., SH.MKn and defendant 2. IR, SH,M.Kn are entangled in Article 264 paragraph (1) of the Criminal Code in conjunction with Article 55 paragraph (1) to (1) of the Criminal Code, the first subsidiary Article 263 paragraph (1) in conjunction with Article 55 paragraph (1) to 1 of the Criminal Code and Article 3 of Law Number 8 of 2010 concerning the Crime of Money Laundering in conjunction with Article 55 paragraph (1) to 1 in conjunction with Article 56 paragraph (1) of the Criminal Code. The analysis of the case shows that the parties in the making of the Deed of Sale and Purchase were not present before the PPAT nor did they read the

Deed that they had made before the parties and the signing of the parties was not done before the PPAT so that later the fact was revealed that the person who signed the Deed did not match the identity in the deed of sale and purchase, so that the construction of the indictment by the Public Prosecutor who charged the notary with the Forgery Article was correct. So the existence of a deed is a formal requirement for the existence of a legal act, Probationis causa means that the deed has a function as evidence, because from the beginning the deed was made intentionally for evidence in the future. The written nature of an agreement in the form of this deed does not make the agreement valid but only so that it can be used as evidence in the future. Evidence in procedural law has a juridical meaning, meaning it only applies to the parties in dispute or who obtain rights from them and the purpose of this evidence is to provide certainty to the Judge about the existence of certain events.

Then in the analysis of the next article and seen from the trial facts that the role of PPAT was not seen in the material actions of the defendant RK who committed the crime of money laundering including by buying a shophouse, investing in PT. Kreasindo and opening a frozen food business in Padang. While in theory, someone who is charged with money laundering, then the material actions must be disclosed in an effort to hide or disguise the proceeds of the original crime. In this case, there is no description of the actions of the PPAT who disguised the results of the forgery of the sale and purchase deed. Therefore, the negligence of the notary/PPAT, especially his/her intention to produce an incorrect deed, has serious legal consequences for the interests of the parties, both the maker of the deed and those related to the deed. In making a deed, notaries and PPATs must adhere to the principle of a notary's prudence (prudent notarius principle), not exceeding the limits of authority (ultra vires), the principle of knowing the client (Know Your Customer) and identifying documents in the form of writing, content, legality (identify for validity).

In relation to the duties and responsibilities of PPAT, it is known that PPAT in carrying out its duties is not only limited to filling out forms, reading, signing and stamping deeds, but PPAT is also required to be able to guarantee that the deeds issued are in accordance with the applicable legal provisions. Various PPAT deeds are authentic deeds and have a very significant role and contribution to legal traffic, both private and public law.¹⁷

So in this study it can be seen that F., SH, M.Kn; IR, SH, M.Kn. the responsibility of the land deed making official as a party involved in the legal act on the deed of sale and purchase which is categorized as joint participation in carrying out the forgery of authentic documents and Money Laundering on the deed which is the legal product he made. Regarding the fulfillment of the sanctions imposed on the two PPATs, the imposition of Criminal and Civil sanctions in the form of restitution is, so that if the offense is proven in terms of criminal elements, it does not become null and void for the PPAT to carry out legal responsibility for the actions committed. The text of the verdict is that the Panel of Judges sentenced defendant 1. F., SH.MKn and defendant 2. IR, SH, M.Kn. therefore with imprisonment for 2 years and 8 months each, a fine of Rp.1,000,000,000, - (one billion rupiah) each, but if the fine is not paid, it will be replaced with imprisonment for 1 (one) month each. So the existence of a deed is a formal requirement for a legal act, Probationis causa means that the deed functions as evidence, because from the beginning the deed was made intentionally for evidence in the future. The written nature of an agreement in the form of a deed does not make the agreement valid but only so that it can be used as evidence in the future. Evidence in procedural law has a legal meaning, meaning it only applies to parties in dispute or who obtain rights from them and the purpose of this evidence is to provide certainty to the Judge about the existence of certain events. So that the burden of responsibility imposed on the

¹⁷Agustina, A. (2016). Signing of Deed of Sale and Purchase Based on Blank Form, (Case Example: Supreme Court Decision No. 1201/K/Pdt/2016). Adigama Law Journal, Vol.1, (No.1), p.14.

PPAT based on the Decision of the Panel of Judges according to the Decision of the West Jakarta District Court Number: 248 / Pid.B / 2022 / PN Jkt.Brt is the main criminal sanction (Subsidiary Imprisonment (1 Month) and a Fine of IDR 1,000,000,000.00 (one billion rupiah), a Certain Period of Imprisonment (2 Years 8 Months) and additional penalties.

3.2. Legal Consequences of the Cancellation of a Land Sale and Purchase Deed Made Before a Land Deed Making Official (PPAT) by the West Jakarta Court

For every Land Deed Making Officer (PPAT), the Land Deed Making Officer (PPAT) Code of Ethics also applies, which regulates prohibitions and obligations within the scope of the position PPAT. One of the obligations of PPAT is to work with a full sense of responsibility, independently, honestly, and impartially.¹⁸If non-litigation methods are deemed less successful or in accordance with the wishes, in general land dispute resolution can also be done through litigation or through a judicial institution. The process of resolving land ownership disputes through litigation is considered to be able to provide legal certainty in resolving disputes.¹⁹As for the sanctions for a PPAT in addition to administrative responsibility, PPAT is also given responsibility related to taxation which is a form of additional authority of PPAT granted by the Taxation Law, namely PP No. 71 of 2008 concerning the Third Amendment to Government Regulation No. 48 of 1994 concerning Payment of Income Tax on Income from the Transfer of Land and/or Building Rights (BPHB) and Law Number 28 of 2009. Meanwhile, the authority to determine whether or not BPHTB needs to be validated in the transfer of land rights, in accordance with Law Number 28 of 2009, is the authority of each regional regulation, because BPHTB is a regional tax. In the

¹⁸Article 3 letter f of the Attachment to the Decree of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 112/KEP-4.1/IV/2017 concerning Ratification of the Code of Ethics of the Association of Land Deed Making Officials (“PPAT Code of Ethics”)

¹⁹Dian Indrawati (et.al), Analysis of Land Ownership Dispute Resolution Between Local Communities of Sukapura Village and the Ministry of Environment & Forestry (Case Study: Sukapura Village, Sumberjaya District, West Lampung Regency), *Administrativa: Journal of Bureaucrats, Policies, and Public Services*, Vol. 4, No. 1, 2022, p.84

author's opinion, regional government agencies clearly do not have the authority to participate or interfere or even determine the price of certain land plots that are the object of the transfer of sale and purchase rights, it can even be said that the officials of the regional government institution can be said to have abused their authority.

According to Putu Asti Nurtjahjati, SH, M.Kn., it must be underlined that a PPAT is only authorized to check the formal truth of the identity and legal basis of the actions of the parties (applicants). This has an impact on the deeds he makes and has the potential to cause problems in terms of the form of PPAT's accountability for the process of making authentic deeds that indicate fake figures using fake identities as in the case raised by the author in this study. Although in principle PPAT cannot be sued and held accountable for the material truth in a deed, at least PPAT can apply the principle of caution in carrying out his position.²⁰The form of PPAT's action in providing legal protection to the parties in the sale and purchase agreement, and the process of transferring land rights, in principle, namely as long as the rights and obligations of the seller and buyer in the sale and purchase have been fulfilled in accordance with Article 52; Article 53, and Article 54 of PERKABAN; the valid requirements of the sale and purchase agreement according to Article 1320 of the Civil Code, and the fulfillment of three provisions stipulated by customary law, namely cash, real, and clear. While the form of obligations and rights of the seller and buyer that need to be implemented by each party, in carrying out the sale and purchase process.

According to Sumiyati, SH, M.Kn. it can be seen that the Land Deed Making Officer made a mistake in carrying out his duties, of course it can result in several legal consequences, depending on the mistake made. Some legal consequences that may arise can be:²¹

²⁰Results of an interview with Putu Asti Nurtjahjati, SH, M.Kn., loc.Cit.

²¹Ibid, Sumiyati, SH, M.Kn.

1. Cancellation of a Land Deed if an error is made by the Land Deed Making Officer causing the land deed he made to be defective or invalid according to law, then the land deed can be cancelled by the injured party or by the court.
2. Civil Liability Land Deed Making Officials can be held civilly responsible for their mistakes. This means that they can be asked to compensate for losses suffered by parties who are harmed due to mistakes made in making land deeds.
3. Administrative Sanctions In some jurisdictions, there are administrative sanctions that can be imposed on Land Deed Officials who make mistakes. These sanctions can be in the form of a warning, a fine, or revocation of the license to be a Land Deed Official.
4. Criminal Violation if the error committed is included in a criminal offense, for example abuse of authority or falsification of documents, the Land Deed Making Officer can be prosecuted. This can result in a penalty in the form of a fine or even imprisonment, depending on the severity of the error committed.
5. Removal from the Register of Land Deed Officials in very serious cases, Land Deed Officials may be removed from the register allowing them to carry out their functions and duties as Land Deed Officials in the future.

According to Mr. Bripka Slamet Susanto, S.Kom, the legal consequences of the cancellation of the land sale and purchase deed made before the land deed making official by the court are that it is declared null and void and everything is returned to the original state to the late CIM, who in this case is the heir of the deceased, namely NZ Zubir. The cause of the problem is the client's dishonesty regarding the truth of the administrative requirements as the basis for making the deed which also ensnares the PPAT, resulting in the deed being null and void (*niegtigheid van rechtswege*), such as the case of the author in decision Number: 248 / P.Pid.B / 2022 / PN. Jkt.Brt, the existence of a fake identity and sign of one of the parties who appears to be the seller shows that the Notary / PPAT in making the deed was not careful and careful when introducing the person appearing, because the objective requirements were not met. In this case, the PPAT is responsible for all deeds that have been made. If a deed contains elements of legal defects that can then be canceled or null and void by law, then the PPAT can be held accountable for his/her mistakes or non-mistakes. Thus, regarding this problem, the PPAT can be held accountable in connection with the AJB that he/she made has been canceled or declared null and void by law by a court decision. The form of responsibility of the Land Deed Making Officer for

making mistakes that ultimately harm the parties concerned which ultimately results in legal consequences, there are 4 sanctions that can be imposed on a notary if he/she makes a mistake, namely: Civil sanctions, Criminal sanctions, Administrative sanctions and; Sanctions on the code of ethics and his/her position.

4. Conclusion

1. The form of implementation of the responsibility of the land deed making official as a party involved in the legal act on the deed of sale and purchase made in West Jakarta can be seen from the PPAT who carried out the transfer of land rights by making a Deed of Sale and Purchase based on a legally flawed law due to the deviation of the principle of carelessness of the PPAT in carrying out his position. So that in this study it can be seen that F., SH, M.Kn. and IR, SH, M.Kn. are categorized as parties involved in the legal act on the deed of sale and purchase where they are categorized as joint participation in carrying out falsification of authentic documents and money laundering on the deed which is a legal product made by them so that the defendants are burdened with principal and additional criminal penalties which result in the deed being declared null and void by law. 2. The legal consequences of the cancellation of the land sale and purchase deed made before the land deed making official by the West Jakarta court are that it is declared null and void (niegtigheid van rechtswege) and everything is returned to the original state to the late CIM, who in this case is the heir of the deceased, namely NZ Zubir, where the PPAT's carelessness in making its legal product based on decision Number: 248 / P.Pid.B / 2022 / PN Jkt.Brt and is subject to imprisonment which is the main sentence for 2 years and 8 months each, a fine of Rp. 1,000,000,000, - (one billion rupiah) each, but if the fine is not paid, it will be replaced with imprisonment for 1 month each.

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