

## Responsibilities of Land Deed Officials (PPAT) in Land Disputes Due to Sale and Purchase Deeds Drawn in Their Presence (Study of Semarang High Court Decision Number 117/PDT/2023/PT SMG)

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**Abstract.** *The preparation of a deed of sale and purchase must be carried out before a Land Deed Making Officer (PPAT), a public official authorized to draw up authentic deeds. However, in practice, disputes often arise when the deed does not meet the formal and material requirements as stipulated in laws and regulations. This study aims to analyze the PPAT's responsibility in land disputes resulting from a deed of sale and purchase drawn up before him, as well as to explore the legal consequences of such a deed. This research uses a normative juridical approach with a case study of Semarang High Court Decision Number 117/PDT/2023/PT SMG. This research is qualitative. The data types and sources in this study are secondary data obtained through library research. The analysis in this study is descriptive, conducted using the theory of justice and the theory of legal responsibility. The research results show that Land Deed Officials (PPAT) can be held accountable administratively, civilly, and even criminally if proven negligent or intentionally violating provisions. In the case studied, the Deed of Sale and Purchase was declared legally invalid due to the failure to fulfill material requirements, namely the unpaid payment and the non-compliance of the transaction value with the parties' agreement. As a result, the deed lost its validity as an authentic deed and impacted the restoration of land rights to the injured party. The preparation of a deed of sale and purchase must be carried out before a Land Deed Making Officer (PPAT), a public official authorized to draw up authentic deeds. However, in practice, disputes often arise when the deed does not meet the formal and material requirements as stipulated in laws and regulations.*

**Keywords:** Land Deed Making Official (PPAT); Land Dispute; Sale and Purchase Deed.

## 1. Introduction

Indonesia, as a country that adheres to the Continental Legal System, prioritizes written evidence as strong evidence in legal proceedings. In this context, written documents are divided into two types: deeds and non-deeds. Deeds themselves consist of authentic deeds and private deeds. The official authorized to issue authentic deeds, particularly in the land sector, is the Land Deed Making Officer.<sup>1</sup> As a public official authorized to issue land deeds, a Land Deed Making Officer (PPAT) must possess specialized expertise and skills in the land sector. Given that deeds issued by PPATs are authentic deeds with absolute legal weight, they serve as strong evidence for all matters or events listed within them.<sup>2</sup> Based on Article 1 of the Head of the National Land Agency Regulation No. 1 of 2006, a Land Deed Official (PPAT) is a public official authorized to issue authentic deeds concerning certain legal acts related to land rights. PPATs are responsible for deeds of transfer of rights, granting of new rights, mortgages, and agreements with land as collateral. Authentic deeds issued by PPATs provide legal certainty by clearly establishing the rights and obligations of the parties, while also serving as strong written evidence to prevent or resolve land disputes.<sup>3</sup>

Normatively, PPAT has legal responsibility for deeds made before him, as regulated in Article 3 paragraph (1) of PP No. 37 of 1998 concerning the Regulations on the Position of PPAT, which states that PPAT is only authorized to make deeds if all the requirements for legal acts have been fulfilled by the parties. This means that PPAT is obliged to ensure that the substance of the agreement between the parties is correct and in accordance with the law, and to avoid making deeds that do not reflect the reality of the agreement. In PP No. 24 of 1997, which confirms the authority of PPAT as a public official to make deeds of transfer of rights to land and apartment units. In practice, land sales and purchases must be carried out before PPAT to be legally valid. PPAT prepares a Deed of Sale and Purchase (AJB) as proof of the transaction, which is then registered with ATR/BPN to ensure legal certainty and record changes in ownership.<sup>4</sup>

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<sup>1</sup>Taufan Fajar Riyanto, (2023), *Panduan Lengkap Belajar Cerdas Hukum Ke-PPAT-an*, Semarang : Samudra Biru, p.222.

<sup>2</sup>Dewi Rasda, dkk., (2021), "Tanggung Jawab Pejabat Pembuat Akta Tanah (PPAT) Dalam Pendaftaran Peralihan Hak Milik Atas Tanah". *Jurnal Litigasi Amsir*, Parepare, Vol. 9, No. 1, p.34. <https://journalstih.amsir.ac.id/index.php/julia/article/view/55>, accessed on May 26, 2024 at 17.11 WIB

<sup>3</sup>*Ibid*, p. 35.

<sup>4</sup>I. I. Wayan Werasmana Sancaya, (2013), "Kekuatan Mengikat Perjanjian Nominee Dalam Penguasaan Hak Milik Atas Tanah." *Jurnal Magister Hukum Udayana*, Bali, Vol. 2, No. 3, p.4. [download.garuda.kemdikbud.go.id/article.php?article=1350614&val=944&title=kekuatan-mengikat-perjanjian-nominee-dalam-penguasaan-hak-milik-atas-tanah](https://download.garuda.kemdikbud.go.id/article.php?article=1350614&val=944&title=kekuatan-mengikat-perjanjian-nominee-dalam-penguasaan-hak-milik-atas-tanah). accessed on March 27, 2024 at 11:01 WIB

Land rights sales and purchases must be conducted before a Land Deed Official (PPAT) to be legally valid. The PPAT will draw up a Deed of Sale and Purchase (AJB) as proof of the transaction, which must then be registered with the local Agrarian and Spatial Planning Office/National Land Agency (ATR/BPN) to record changes in land ownership data.<sup>5</sup>In carrying out his duties, the PPAT must check the conformity of the certificate with the data in the land book at the land office before the deed is made. <sup>6</sup>When land rights are disputed, interested parties can file a lawsuit in court and request registration in the land book in accordance with the provisions of the Head of BPN Regulation No. 8 of 2012. The land office can refuse to register the transfer of land rights as regulated in Article 45 paragraph (3) of Government Regulation No. 24 of 2012.in 1997. Problems also arise regarding the responsibility of PPAT in making land deeds, as regulated by Article 55 of the Head of BPN Regulation No. 1 of 2006. A Land Deed Making Official (PPAT) bears personal responsibility for each of his duties and authorities in the deed making process.<sup>7</sup>When land rights are disputed, the documents used for registration are often returned by the land office, creating uncertainty in the land administration process. However, there are no regulations regarding the responsibility of PPATs for the return of documents by the land office.

In this study will discuss one of the land sale and purchase disputes between Hj. Surini as the seller and H. Yusuf Sofyan as the buyer. Based on the agreement, the Deed of Sale and Purchase (AJB) Number 851/2017 was then made by Notary/PPAT Nasrizal, SH, M.Kn., and the certificate was transferred to the name of H. Yusuf Sofyan. However, in its implementation, until the lawsuit was filed, Hj. Surini stated that she only received a portion of the payment far from the agreed value. Feeling aggrieved because the buyer did not fulfill the payment obligation, Hj. Surini filed a lawsuit with the Pekalongan District Court on the basis of default and requested that the sale and purchase and AJB be canceled. Based on the description above, the author is interested in conducting further research on this problem and compiling it in the form of a thesis with the title "The Responsibility of Land Deed Making Officials (PPAT) in Land Disputes Due to Sale and Purchase Deeds Made in Their Presence (Study of Semarang High Court Decision Number 117/PDT/2023/PT SMG)." This study aims to analyze the responsibility of PPAT in land disputes resulting from sales and purchase deeds made before him, and to trace the legal consequences of these sales and purchase deeds.

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<sup>5</sup>Baharuddin, (2016), "Kewenangan Pejabat Pembuat Akta Tanah (PPAT) Dalam Proses Jual Beli Tanah", *Jurnal Keadilan Progresif*, Vol. 5, No. 1, p.151. <https://www.jdihn.go.id/files/878/441-831-1-SM.pdf>, accessed July 3, 2024 at 19.02.

<sup>6</sup> Chintya Agnisya Putri et al., (2018), "Efektivitas Pengecekan Sertifikat Terhadap Pencegahan Sengketa Tanah Dalam Proses Peralihan Hak Atas Tanah", *Jurnal Akta*, Vol. 5, No. 1, p.269. <https://jurnal.unissula.ac.id/index.php/akta/article/view/2611>, accessed on March 26, 2024 at 11:10 WIB

## 2. Research Methods

The approach method used in this research is a normative juridical approach. The normative juridical approach is a legal research method that positions law as a system of norms consisting of principles, norms, agreements, doctrines, and also legislation. The research specifications used in this research are descriptive analysis. Descriptive analysis research, namely the author describes in detail and systematically the matters related to the responsibilities of land deed making officials (PPAT) in land disputes due to sales and purchase deeds made before them completely and in writing from the results of library research. Data collection methods include library studies and document studies. This research basically uses qualitative methods to analyze the data obtained. Where it is to describe data in a natural setting with the intention of This process includes describing, recording, and analyzing the real conditions that occur from the beginning to the end of the research, which are related to the responsibilities of PPAT in land disputes due to sales and purchase deeds made before them, as well as tracing the legal consequences of the sales and purchase deeds.

## 3. Results and Discussion

### 3.1. Responsibilities of Land Deed Officials (PPAT) in Disputes Land Due to Sale and Purchase Deed

#### 3.1.1. General Responsibilities of Land Deed Officials (PPAT)

As a public official, a Land Deed Official (PPAT) is required to carry out his duties with the utmost care. He is obligated to carefully verify the formal accuracy of every document he receives during the deed-making process. Furthermore, PPATs are required to be honest, both in their relationships with themselves, the community, and in their accountability to God.<sup>8</sup>

PP No. 24 of 1997 provides attribution authority to PPAT as a public official to make deeds of transfer of land rights and ownership rights to apartment units, in order to support land registration and guarantee legal certainty.<sup>9</sup> A PPAT deed is a deed prepared by a Land Deed Making Officer (PPAT) as evidence of the implementation of a specific legal act relating to land rights or ownership rights to a condominium unit. These deeds are prepared as part of the PPAT's official

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<sup>7</sup> Yovita Christian Assikin et al, *Op. Cit.*, p. 90.

<sup>8</sup>Yovita Christian Assikin et al., (2019), *Tanggung Jawab Pejabat Pembuat Akta Tanah Berkaitan Dengan Dibatalkan Akta Jual Beli Ditinjau Dari Peraturan Perundang-Undangan Yang Berlaku*", *Acta Diurnal: Jurnal Ilmu Hukum Kenotariatan Fakultas Hukum Unpad*, Vol 3, No 1, p.83. Accessed on July 1, 2025 at 07.13.

<sup>9</sup>Addien Iftitah, (2014), *Kewenangan Pejabat Pembuat Akta Tanah (Ppat) Dalam Membuat Akta Jual Beli Tanah Beserta Akibat Hukumnya*, *Lex Privatum*, Vol. 2, No. 3., p.50. Accessed on June 24, 2025 at 09.32.

authority and have the legal force of an authentic deed. In general, a PPAT deed serves as evidence of the implementation of a specific legal act concerning land rights and the rights to a condominium unit. In addition, a PPAT deed can be used as a basis for registering changes to land registration data at the Land Office according to the working area where the land in question is located.<sup>10</sup>

A deed drawn up by or before an authorized official, such as a land sale and purchase deed (AJB), is a legal document drawn up by a Land Deed Official (PPAT) in his or her capacity as a public official authorized by the state through the government. In the context of land sales and purchases, an AJB signed by the seller and buyer before a PPAT serves as authentic written evidence, has the highest legal force, and is more complete than other written evidence. This deed officially records the legal event of the transfer of land rights from one party to another through a sale and purchase transaction.

#### 1. Responsibilities of Land Deed Officials (PPAT) If a Dispute Occurs

A Land Deed Official (PPAT) is a public official authorized by law to create authentic deeds related to certain legal acts related to land rights and ownership rights to apartment units. One of the legal acts within their authority is the creation of land sale and purchase deeds. In practice, deeds created by a PPAT have perfect evidentiary force as long as they meet the formal and material requirements as stipulated in applicable regulations, and are executed with the principles of caution and professionalism in accordance with the legal responsibilities inherent in the position.<sup>11</sup>

The deed made by the PPAT must be drafted in such a way that it can serve as a legal and strong basis for the registration process for the transfer and encumbrance of land rights. Referring to Government Regulation Number 24 of 1997, every transfer of rights to land and objects attached to it must be carried out through a deed made by the PPAT. This transfer process involves a legal handover (*juridische levering*), which means the handover must be carried out in accordance with applicable legal provisions, including fulfilling formal requirements, following predetermined procedures, using official documents, and being carried out before the PPAT.<sup>12</sup>

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<sup>10</sup>Rudi Indrajaya, dkk, (2020), *Notaris dan PPAT Suatu Pengantar*. Bandung : Refika Aditama, p.63.

<sup>11</sup>Solahudin Pugung, (2021), *Perihal Tanah dan Hukum Jual Belinya serta Tanggung Jawab PPAT*, Yogyakarta : Deepublish, p.30.

<sup>12</sup>Abdul Kadir Muhammad, (1994), *Hukum Harta Kekayaan*, Cetakan I, Bandung : Citra Aditya Bakti, p. 55-56

A PPAT deed that is not executed in accordance with legal provisions can be annulled by the court or downgraded to a private deed. This occurs due to the PPAT's negligence in fulfilling the terms of the agreement, and therefore remains ethically and legally responsible for the defects in the deed.

An example of a case related to a land dispute that occurred due to the sale and purchase of land is in the Semarang High Court Decision Number 117/PDT/2023/PT SMG. The land dispute case in the Semarang High Court Decision Number 117/PDT/2023/PT SMG began with the sale and purchase of land between Hj. Surini as the seller and H. Yusuf Sofyan as the buyer. Based on the agreement dated October 8, 2017, the land measuring 6,240 m<sup>2</sup> with SHM No. 116 was sold for Rp400,000,000 with a down payment of Rp25,000,000, while the remainder was paid after the name change process. However, in the Deed of Sale and Purchase No. 851/2017 made by PPAT Nasrizal, the sale and purchase value was only listed as Rp240,000,000. Hj. Surini admitted that she only received IDR 31,500,000 and never received the agreed payment, while Yusuf Sofyan argued that the sale and purchase was valid because it was recorded in the AJB.

In the case of Hj. Surini against H. Yusuf Sofyan, the Pekalongan District Court through a decision on January 24, 2023, annulled the agreement and AJB No. 851/2017 due to discrepancies in the transaction value and unpaid payments, and sentenced the defendant to pay forced money if he failed to implement the decision. The deed was declared legally flawed and no longer valid as an authentic deed. Although the judge did not explicitly mention any violation by PPAT Nasrizal, his involvement as Co-Defendant I indicates negligence in carrying out his duties. The District Court and High Court considered the defendant to have committed a breach of contract in accordance with Article 1513 of the Civil Code, so the decision declaring the cancellation of the AJB and sale and purchase agreement was considered appropriate according to law.

The PPAT's responsibility for the deeds he makes in this case is divided into 3 (three), namely:

a. Administrative responsibilities

The administrative accountability of PPAT is regulated in the Head of BPN Regulation Number 1 of 2006 and Article 62 of PP No. 24 of 1997, where deviations from formal or material requirements are considered serious violations that can result in dishonorable dismissal. The administrative sanctions imposed are adjusted to the nature and level of the violation, in accordance with Article 6 paragraph (2) of the IPPAT Code of Ethics, ranging from warnings to dismissal.

Supervision and guidance of PPAT are entirely under the authority of the Head of the National Land Agency.

The administrative responsibilities of PPAT also extend to tax matters. In accordance with Article 91 paragraph (1) of Law Number 28 of 2009, PPAT has an obligation to ensure that proof of tax payment has been submitted by the taxpayer before the deed of transfer of land and/or building rights is signed. If the PPAT violates these provisions, he/she may be subject to administrative sanctions in the form of a fine as stipulated in Article 93 of Law Number 28 of 2009, namely IDR 7,500,000.00 (seven million five hundred thousand rupiah) for each violation. Thus, if the PPAT makes a deed without fulfilling the formal and material requirements according to the applicable procedures or procedures, the PPAT may be subject to two forms of sanctions at once, namely:<sup>13</sup>

- a. Dishonorable dismissal from office based on the provisions of the BPN Regulation; and
- b. Fine administrative sanctions for violations of tax obligations.

Meanwhile, in the case of Semarang High Court Decision Number 117/PDT/2023/PT SMG, the administrative responsibility of the Land Deed Official (PPAT) can be analyzed from the actions of PPAT Nasrizal, SH, M.Kn. in making the Deed of Sale and Purchase (AJB) Number 851/2017 which was later declared legally flawed. PPAT as a public official should be subject to legal provisions governing the procedures for making deeds, as stated in PP Number 37 of 1998 concerning the Position of PPAT, Regulation of the Head of BPN Number 1 of 2006, and the IPPAT Code of Ethics.

In this case, the PPAT still prepared and signed the sale and purchase deed even though the payment had not been fully paid by the buyer, and stated a transaction value that was different from the actual agreement. This action constitutes a deviation from the material requirements and a violation of the principle of administrative accuracy, which can legally be qualified as maladministration. The PPAT was negligent in implementing the principle of prudence, which resulted in the creation of the deed in a state where formal and material requirements were not met. This negligence has given rise to a land dispute and legal losses for one of the parties, namely Hj. Surini as the seller. This shows that the PPAT has neglected his administrative responsibilities, which in the regulations can be

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<sup>13</sup>I Gusti Bagus Yoga Prawira, (2016), *Tanggung Jawab Ppat Terhadap Akta Jual Beli Tanah*, Magister Kenotariatan Universitas Mataram, Vol. 4, No. 1, p. 71.



subject to sanctions ranging from a warning to dishonorable dismissal from his position, as stipulated in Article 6 paragraph (2) of the IPPAT Code of Ethics in conjunction with BPN Regulation No. 1 of 2006.

a. Civil liability

A PPAT can be held liable for deliberate, negligent, or negligent acts in drafting a sale and purchase deed that fails to meet the requirements. This liability includes not only administrative sanctions but also a claim for compensation from the injured party. To determine the legal basis for a claim for compensation, the PPAT's errors must be analyzed as follows:<sup>14</sup>

- 1) Default occurs when the PPAT's error relates to a previously existing agreement.
- 2) Unlawful Acts occur when the PPAT's mistake harms another party, even though there was no prior agreement.

Civil sanctions for PPAT are based on Article 1365 of the Civil Code, namely when the PPAT commits an unlawful act that causes losses to another party, so that he can be held accountable in the form of compensation through a civil lawsuit in court.<sup>15</sup> Civil sanctions can be imposed on a Land Deed Official (PPAT) if the deed they create is legally flawed, thus harming another party. This is based on Article 1365 of the Civil Code concerning unlawful acts. Compensation is not limited to money, but can also include restoration of the original condition, a declaration that an act is unlawful, a prohibition on certain actions, cancellation of a legal act, or the announcement of a decision or correction. Thus, the civil liability of a Land Deed Official (PPAT) encompasses various forms of redress aimed at protecting the rights of parties harmed by a legally flawed deed.<sup>16</sup>

Based on Semarang High Court Decision Number 117/PDT/2023/PT SMG, the civil liability of the Land Deed Official (PPAT) arose due to negligence in making the Deed of Sale and Purchase (AJB) which harmed Hj. Surini. The PPAT continued to make the deed even though the payment had not been paid in full, listed an incorrect transaction value, and used it as the basis for changing the name even though the material requirements had not been met. This fulfills the elements of an unlawful act (Article 1365 of the Civil Code), namely the existence of an unlawful act, loss, causal relationship, and error. Consequently, the PPAT can be sued for compensation, either in the form of money or restoration of the original

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<sup>14</sup>Rosa Agustina, et.al., (2012), *Hukum Perikatan (Law of Obligations)*, Edisi ke-1, Bali : Pustaka Larasan, p.4

<sup>15</sup>Habib Adjie, (2009), *Sanksi Perdata Administratif Terhadap Notaris Sebagai Pejabat Publik*, cet.2, Bandung : Refika Aditama, p.99.

<sup>16</sup>Moegni Djojodirdjo, (1976), *Perbuatan Melawan Hukum*, Jakarta : Pradnya Paramita, p.102



condition. In this case, the appropriate form of compensation is the return of the land to Hj. Surini as restitution for the losses incurred.

a. Criminal liability

A PPAT can be held criminally liable if he intentionally includes false information in an authentic deed, as regulated in Article 266 paragraph (1) of the Criminal Code, with a prison sentence of up to seven years. However, deviations from the formal and material requirements in a PPAT deed are basically administrative or ethical violations, unless there is evidence of deliberate action and malicious intent (*mens rea*). Therefore, formal violations are more appropriately subject to administrative, civil, or ethical sanctions through IPPAT, rather than being immediately classified as criminal acts.<sup>17</sup>

A PPAT can be held criminally responsible for the deeds he makes based on the provisions in Articles 263 and 264 of the Criminal Code. However, he cannot immediately be charged under Article 266 paragraph (1) of the Criminal Code, because this article contains the element of "ordering to include false information in an authentic deed", while in the practice of making a sale and purchase deed, the PPAT only acts as the party who puts the information from the parties into the form of a deed, not as the party who orders. Thus, the PPAT in this case is considered the party who is ordered, not the party who orders.<sup>18</sup>

PPAT can be held criminally liable if proven to have intentionally collaborated with the parties to create a deed containing false information. This is regulated in Article 263 paragraph (1) in conjunction with Article 55 paragraph (1) of the Criminal Code concerning forgery of documents, as well as Article 264 paragraph (1) letter a of the Criminal Code concerning forgery of authentic deeds. In the case of Semarang High Court Decision Number 117/PDT/2023/PT SMG, PPAT Nasrizal, SH, M.Kn. was not found criminally guilty, but there is potential criminal liability if proven to have included false information as regulated in Article 266 paragraph (1) of the Criminal Code, namely the sale and purchase value in the AJB of IDR 240 million which is different from the agreement of IDR 400 million. If these elements are proven, the PPAT can be subject to a maximum prison sentence of 7 years as stipulated in the Criminal Code.

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<sup>17</sup>Sheila Hanifa R A, (2024), *Tanggungjawab Pejabat Pembuat Akta Tanah (PPAT) Atas Pembuatan Akta Jual Beli Objek Harta Bersama Yang Dialihkan Tanpa Persetujuan Istri*, Thesis Magister Kenotariatan UNISSULA, Semarang, p.25. Accessed on June 3, 2025 at 19.03.

<sup>18</sup>I Gusti Bagus Yoga Prawira, *Op. Cit.*, p. 77.

In Semarang High Court Decision No. 117/PDT/2023/PT SMG, the PPAT's responsibilities reflect the application of the theory of justice. Corrective justice is evident through the cancellation of the Deed of Sale and Purchase (AJB) and the return of the land, distributive justice through the determination of land rights to the legitimate party, and procedural and legal-formal justice through the obligation to comply with formal-material requirements and the downgrading of the AJB's status when procedures are violated. This emphasizes that the PPAT's responsibility is not only to maintain the formal authenticity of the deed, but also to ensure substantive justice, with the possibility of administrative, civil, and criminal liability.

### **3.2. Legal Consequences of a Sale and Purchase Deed Made in the Presence of a Land Deed Drafting Official (PPAT) which is the Object of the Dispute**

Land sales and purchase transactions should not only be recognized by the community but also legally recognized by the state. This legality is crucial for the land being traded to be officially registered and obtain a certificate if it is not already certified, or to undergo a transfer of ownership if the land is already certified. Land registration in the national land system provides legal guarantees of ownership and simultaneously increases the land's resale value. Therefore, land sales and purchases must be validated before a Land Deed Official (PPAT), who will document the transaction in the form of an authentic deed, a Deed of Sale and Purchase (AJB), which serves as the legal basis for issuing or changing ownership certificates.<sup>19</sup>

Based on Article 1 paragraph (2) of the Code of Ethics of the Association of Indonesian Land Deed Officials (IPPAT), it is stated that the Code of Ethics is all moral rules established by the association based on Congress decisions and/or those determined and regulated in laws and regulations governing such matters. This Code of Ethics applies and must be adhered to by every IPPAT member and all people who carry out their duties as PPAT, including Substitute PPAT. This emphasizes that every PPAT has ethical and professional responsibilities that must be carried out in carrying out their duties.<sup>20</sup>

Sanctions against PPATs who violate the Code of Ethics are regulated in Article 6 paragraph (1) of the PPAT Code of Ethics. Members who are proven to have committed violations can be subject to sanctions in the form of reprimands, warnings, temporary dismissal from IPPAT membership (schorsing), permanent dismissal (onzetting), or dishonorable dismissal from IPPAT membership. The imposition of these sanctions takes into account the level and number of violations

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<sup>19</sup>Solahudin Pugung, *Op. Cit.*, p. 145.

<sup>20</sup>Addien Iftitah, (2014), *Kewenangan Pejabat Pembuat Akta Tanah (Ppat) Dalam Membuat Akta Jual Beli Tanah Beserta Akibat Hukumnya, Lex Privatum*, Vol. 2, No. 3.

committed, as regulated in Article 6 paragraph (2). In addition to organizational sanctions, PPATs can also be subject to criminal sanctions, for example based on Article 55 of the Criminal Code regarding participation, if it is known that the data submitted by the parties in making the deed is false.

The legal consequences of a sale and purchase deed drawn up before a Land Deed Official (PPAT) depend heavily on the fulfillment of the formal and material requirements stipulated by statutory regulations. If the deed is drawn up in accordance with applicable procedures and requirements, it has full evidentiary force as an authentic deed. However, if there are deviations, whether in terms of substance (such as incorrect data or an unsettled transaction) or procedure (such as incomplete signatures or incomplete reading of the information), the deed can be considered legally flawed. As a result, the deed loses its authentic force and has only the value of a private deed, and can even be declared null and void. This can have implications for the restoration of land rights to the injured party and give rise to legal liability for the PPAT, both civil, administrative, and criminal if evidence of intent is proven.

The Deed of Sale and Purchase No. 851/2017 made by PPAT Nasrizal, SH, M.Kn. was declared legally invalid by the Semarang High Court (Decision No. 117/PDT/2023/PT SMG) because it did not meet the material requirements, namely the sale and purchase had not been paid in full and the value in the deed did not match the agreement. As a result, the deed lost its authentic nature and only had value as a private deed, so the court decided to return the land rights to the seller as a form of recovery in kind.

From a justice theory perspective, this decision reflects corrective justice (restoring the rights of the aggrieved party), procedural justice (enforcing regulations to ensure that Land Deed Officials (PPAT) operate in accordance with the law), and distributive justice (state protection of legitimate rights). Consequently, Land Deed Officials (PPAT) can be held accountable for administrative, civil, and criminal matters, ensuring that the deed is not only formally valid but also substantively fair to the parties.

#### **4. Conclusion**

Based on the description and analysis above, the following conclusions can be drawn. The responsibility of the PPAT in land disputes due to the sale and purchase deed made before him is that he can be held accountable for administrative, civil, and criminal liability if proven negligent or has committed an error. Semarang High Court Decision Number 117/PDT/2023/PT SMG shows that even though the PPAT was not subject to criminal sanctions, his involvement still confirms the potential for legal liability if his duties are not carried out carefully according to the provisions. The legal consequences of a sale and purchase deed made before a

PPAT that does not meet the formal and material requirements can be declared legally flawed, lose its evidentiary force, and even be null and void. In Decision Number 117/PDT/2023/PT SMG, the deed made is legally flawed because the material requirements are not met, namely the payment has not been completed and the transaction value does not match. As a result, the deed is downgraded to an underhand deed, is invalid as a basis for changing the name, and restores the rights of the injured party. Therefore, Land Deed Officials (PPAT) must always carry out their duties professionally, meticulously, and in accordance with applicable legal provisions. The parties involved in land sales and purchases need to understand the importance of fulfilling all formal and material requirements before signing the deed before the PPAT. Furthermore, the Government, through the National Land Agency (BPN) and professional organizations such as IPPAT, needs to increase guidance, supervision, and regular training for all PPATs to ensure their duties are carried out in accordance with the code of ethics and the provisions of the law.

## 5. References

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