

## Notary's Responsibility for Land Sale and Purchase Agreement Deeds (PPJB) that Result in Default

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**Abstract.** *This study aims to analyze: 1) The Notary's responsibility for the deed of the Land Sale and Purchase Agreement (PPJB) which resulted in default. 2) Legal protection for parties who are harmed due to default in the implementation of the land PPJB made before a notary. This type of research is analytical descriptive research. The approach method in this research is sociological juridical. The type of data in this research is secondary data. The data collection method uses library techniques (document study). The analysis in this research is prescriptive. The results of the research concluded: 1) The Notary's responsibility for the deed of the Land Sale and Purchase Agreement (PPJB) which resulted in default, namely showing that the notary has legal, administrative, and moral responsibility for the legal consequences of the deed he made. Based on the decision, the notary was deemed negligent because he did not carry out his official obligations to act honestly, carefully, and impartially as regulated in Article 16 paragraph (1) letter a of the Notary Law. Therefore, the notary's responsibility in this case includes a legal obligation to restore the rights of the injured party, administrative responsibility for failing to maintain legal certainty, and moral responsibility for failing to be neutral in protecting parties acting in good faith. 2) Legal protection for parties who are harmed due to default in the implementation of the PPJB for land made before a notary is an effort by the state to guarantee certainty and justice for parties with good intentions. In the Decision of the Boyolali District Court Number 7/Pdt.G/2024/PN Byl, legal protection is provided to sellers who are harmed due to the buyer's default and the negligence of Notary/PPAT Sunarto, SH who continues to withhold the certificate even though the agreement has been null and void. Based on Philipus M. Hadjon's theory, legal protection in this case includes two forms, namely preventive and repressive. Preventive protection should be carried out by notaries through caution and clear legal explanations, while repressive protection is realized through court decisions that restore the rights of sellers. This*

*case emphasizes the responsibility of public officials in maintaining legal certainty and substantive justice for parties with good intentions.*

**Keywords:** *Accountability; Juridical; Notary; Sociological.*

## 1. Introduction

Land serves not only as a place to live, but also as a source of livelihood, livelihood, and socio-cultural identity for the community. The Indonesian Constitution, through Article 33 paragraph (3) of the 1945 Constitution, emphasizes that the land, water, and natural resources contained therein are controlled by the state and used to the greatest extent possible for the prosperity of the people. This philosophy reflects the Indonesian people's outlook on life, which places land not merely as an economic commodity, but as a means of realizing social justice and shared prosperity.<sup>1</sup> Furthermore, philosophically, land embodies the values of justice and certainty for society, as it concerns the continuity of life from one generation to the next. Land is inseparable from human existence, and therefore, its ownership must be legally guaranteed to avoid conflict and disputes.<sup>2</sup>

Transfer of land rights can be done through, among other things, a sale and purchase process, inheritance and also through gifts.<sup>3</sup> Land rights are transferred when ownership is transferred to another person through a legal act. This legal act is outlined in a deed of agreement. The parties enter into an agreement to obtain legal protection. According to Satjipto Raharjo, legal protection is the protection of human rights that have been harmed by others, and this protection is extended to the community so that they can enjoy all the rights granted by law.<sup>4</sup>

Every agreement made by the community will definitely lead to a notary as a means of civil validity in the agreement.<sup>5</sup> Based on Article 1 number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (furthermore referred to as UUJNP), a Notary is defined as a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws. Notaries are authorized by law to create this absolute means of proof. This implies that the contents of the authentic deed are essentially considered true.<sup>6</sup>

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<sup>1</sup>Boedi Harsono, 2008, Indonesian Agrarian Law: History of the Formation of the Basic Agrarian Law, Contents and Implementation, Djambatan, Jakarta, p. 27.

<sup>2</sup>Maria SW Sumardjono, 2001, Land Policy: Between Regulation and Implementation, Kompas, Jakarta, p. 14;

<sup>3</sup>Andi Hartanto, 2015, Complete Guide to Practical Land Ownership Law, Laksbang Justitia, Surabaya, p. 175

<sup>4</sup>Rengganis, 2023, Legal Protection for Buyers in PPJB (Sales and Purchase Agreements) Where the Object is Guaranteed by the Seller, Journal of Notarial Deeds, Vol. 2 No. 1, p. 115

<sup>5</sup>Kunni Afifah, 2017, Responsibilities and Legal Protection for Notaries in Civil Law Regarding the Deeds They Make, Lex Renaissance Journal, Number 1 Volume 2, p. 150

<sup>6</sup>Rizki Nurmayanti, and Akhmad Khisni, 2017, The Role and Responsibilities of Notaries in the Implementation of Deed Making, Jurnal Akta, Vol. 4 No. 4, p. 611

One of the agreements drawn up by a notary is a sale and purchase agreement. A sale and purchase agreement is the most common agreement entered into between members of society. The form of a sale and purchase agreement is a series of rights and obligations of two mutually promising parties, namely the seller and the buyer. Based on Article 1457 of the Civil Code, a sale and purchase agreement includes an agreement in which the party who owns the land, known as the seller, promises and binds himself to transfer his rights to the land in question to another party, known as the buyer. The requirements for a valid sale and purchase agreement are explained in Article 1320 of the Civil Code.

Sometimes the signing of the Sale and Purchase Deed cannot be done because there are several conditions that have not been met, including the land certificate being in the process of being split, so the Notary suggests making a Sale and Purchase Agreement (PPJB) first to bind both parties.<sup>7</sup> The Sale and Purchase Agreement (hereinafter referred to as PPJB) is used to make a binding agreement before making an official Sale and Purchase Deed (hereinafter referred to as AJB) before a notary/PPAT. The sale and purchase agreement contains promises that must be fulfilled first by one or both parties before the main agreement is made which is the final goal of the parties. The definition of a sale and purchase agreement can be seen by separating the words of the sale and purchase agreement into an agreement and a sale and purchase agreement. The sale and purchase agreement according to R. Subekti is an agreement between the seller and the buyer before the sale and purchase is carried out because there are elements that must be fulfilled first to be able to carry out the sale and purchase, including the certificate not yet being available because it is still in the process of not having paid the price.<sup>8</sup>

Sociologically, notaries play a crucial role in ensuring legal certainty and protection for the public in transactions, including land sales and purchases. However, this practice does not always run smoothly, as seen in Boyolali District Court Decision Number 7/Pdt.G/2024/PN Byl. In this case, a land buyer failed to make full payment despite having drawn up a PPJB (Deed of Sale and Purchase Agreement) before a notary, while the land had already been excavated and fenced, and the certificate was still in the notary's possession. As a result, the landowners took legal action, and the judge declared the buyer in default and canceled the PPJB. This case emphasizes that the role and responsibilities of notaries in the preparation of PPJBs need to be studied more thoroughly to truly ensure legal certainty, justice, and the protection of public rights.

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<sup>7</sup>Rengganis, Op.cit., p.118

<sup>8</sup>Subekti, 1998, Contract Law, Intermasa, Jakarta, p. 75

## 2. Research Methods

This research is descriptive analytical. The approach used is sociological juridical. The data used is secondary data. The data collection method uses library research (document study). The analysis is prescriptive.

## 3. Results and Discussion

### 3.1. Notary's Responsibility for Land Sale and Purchase Agreement Deeds (PPJB) that Result in Default (Study of Boyolali District Court Decision Number 7/PDT.G/2024/PN. Byl.

Land is crucial as a production element that supports various community needs, from water and food supply to housing. Limited land availability, especially in the face of increasing population demand, creates pressure and intense competition.<sup>9</sup> The regulation governing land is Law Number 5 of 1960 concerning Basic Agrarian Regulations (hereinafter referred to as UUPA), letter "a" which essentially determines that the earth, water, and airspace are gifts from God, with the main objective of creating a just and prosperous community life. The consideration of letter "a" shows the philosophical basis for why UUPA was enacted. The main objective of the UUPA is not only to provide legal certainty and legal protection regarding land ownership rights for the people, but UUPA also regulates the various types of land rights that can be granted and owned by individuals, either alone or together with other people or legal entities.<sup>10</sup>

Land registration is one of the government's programs aimed at ensuring orderly land administration. The increasing pace of development in Indonesia is inextricably linked to the certainty of land registration.<sup>11</sup> Land registration is a series of activities carried out by the government on an ongoing, continuous, and orderly basis. This activity includes the collection, processing, bookkeeping, presentation, and maintenance of physical and legal data in the form of maps and lists regarding land plots and apartment units, including the issuance of proof of land rights for land plots that already have rights and ownership rights to apartment units and other rights that encumber them. The final product of land registration is a certificate as proof of ownership of land rights.<sup>12</sup>

Based on Article 1 Paragraph 9 of Government Regulation of the Republic of

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<sup>9</sup>Putri Lilasari, 2022, Legal Responsibility for Losses Due to Default in Land Sale and Purchase Agreements, *Indonesia Journal of Law and Social-Political Governance*, Volume 2, Number 2, p. 566

<sup>10</sup>Syarifah Liadan Lathifah Hanim, 2017, Legal Certainty in Resolving Disputes Arising from Overlapping Certificates of Ownership Rights (SHM) on Land (Case Study at the Land/Agrarian Affairs and Spatial Planning Office of Pontianak City), *Jurnal Akta*, Volume 4 Number 1, p. 33

<sup>11</sup>Kusmaryanto, Gunarto, Registration of Sale and Purchase Deeds Exceeding the Land Registration Period at the Agrarian and Spatial Planning Office/National Land Agency of Semarang City, *Jurnal Akta*, Vol. 4 No. 3 September 2017, p. 475

<sup>12</sup>Irawan Soerodjo, 2002, Legal Certainty of Land Rights Registration in Indonesia, Arloka, Surabaya, p. 40.

Indonesia Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration, it states that Land Registration is a series of activities carried out by the Government continuously, sustainably and regularly, including the collection, processing, verification, and presentation as well as maintenance of physical data and legal data, in the form of maps and lists, regarding land plots and apartment units, including the issuance of certificates of proof of rights for land plots for which rights already exist and ownership rights to apartment units and certain rights that encumber them.<sup>13</sup>

Land registration aims to guarantee legal certainty and certainty of land rights. By implementing land registration, the parties concerned can easily find out the legal status or position of the particular land they are dealing with, its location, area and boundaries, who owns it, and what burdens are placed on it.<sup>14</sup>

Land title transfers carried out at the Land Office are a form of land registration data maintenance and occur due to legal events that cause changes in data, both legal and physical. Transfers that occur due to legal data changes include sales, exchanges, gifts, contributions, inheritances, auctions, and so on.<sup>15</sup>

Buying and selling is a process of transferring rights that has existed since ancient times and is usually regulated by customary law, based on the principles of "clear and cash." "Clear" means it takes place before an authorized public official, and "cash" means it is paid in cash. Therefore, if the price has not been paid in full, the intended sale and purchase cannot take place.<sup>16</sup> The aspect of legal certainty in land ownership is also closely related to the buying and selling mechanism regulated in laws and regulations. According to the Civil Code, buying and selling is an agreement in which one party (the seller) binds himself to hand over (ownership rights to) an object and the other party (the buyer) to pay the price promised in accordance with Article 1457. According to Article 1458, buying and selling is deemed to have occurred between the two parties when an agreement is reached regarding the object being traded and its price even though the object has not been handed over and the price has not been paid.<sup>17</sup>

In practice, the land buying and selling process is often not directly realized in a Sale and Purchase Deed (AJB), but rather begins with a Sale and Purchase Binding Agreement (PPJB). A Sales and Purchase Agreement (PPJB) is a preliminary agreement between a seller and a buyer that binds both parties before the Deed of Sale and Purchase (AJB) is executed before a Land Deed Official (PPAT). A PPJB

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<sup>13</sup>Irawan Soerodjo, 2002, Legal Certainty of Land Rights in Indonesia, Arkola, Surabaya, p.104.

<sup>14</sup>Effendi Parangin, 1991, Agrarian Law in Indonesia, A Study from the Perspective of a Legal Practitioner, Rajawali Press, Jakarta, p. 95

<sup>15</sup>Kurnia Martini, 2016, Legal Status of Transfer of Land Rights Obtained from Auction Based on State Priority Rights, Fiat Justisia Journal of Law, Volume 10 Issue 3, p. 509

<sup>16</sup>Soedharyo Soimin, 2008, Status of Land Rights and Acquisition, Sinar Grafika, Jakarta, p. 86

<sup>17</sup>Maria Sumardjono, Loc.cit., 1982, p. 53

is generally made when certain conditions have not been met, such as payment in installments or a land certificate that is still in process.<sup>18</sup>

The PPJB serves as an initial commitment between the seller and buyer to conduct a future sale and purchase transaction. However, the PPJB does not automatically transfer land rights, as legal ownership is only established after the sale. after AJB is made and registered at the Land Office.<sup>19</sup> The PPJB contains certain conditions in the binding, namely a prior agreement to be mutually agreed upon between the parties in the legal event.<sup>20</sup>

The PPJB plays a crucial role in providing legal certainty for the parties before the land sale and purchase transaction is legally completed through a Deed of Sale and Purchase (AJB). In practice, The use of the Deed of Sale and Purchase (PPJB) has become increasingly prominent, especially in land sales transactions where the certificate status is still in the process of being split. This condition generally occurs when the land object being traded is part of a larger plot of land, so that administratively the certificate cannot be issued in the name of the buyer before the land office completes the splitting process. In such situations, the PPJB becomes a legal instrument used by the parties to ensure certainty and legal protection for the agreed legal relationship, even though the legal conversion process through the Deed of Sale and Purchase (AJB) cannot yet be carried out.

The official authorized to make a PPJB is a notary. Notaries, who are among the law enforcers in Indonesia, play a crucial role in protecting and providing legal certainty to the public, particularly in matters related to authentic deeds. Civil law and notaries are closely linked, so in carrying out their work, notaries are entrusted with various tasks that involve the relationship between the public and this branch of law.<sup>21</sup> A notary, as a public official whose duty is to serve the public, explains alternative ways to fulfill the wishes of the parties, accompanied by the reasons and legal consequences that may arise, so that the parties can make a choice according to their wishes.<sup>22</sup>

Notaries have a crucial role and function in supporting the government in creating legal certainty, order and protection. through The creation of authentic deeds. In carrying out their duties, notaries must serve as legal guides and provide useful advice to interested parties. Although not subject to the provisions governing civil

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<sup>18</sup>Yahya Harahap, 1986, *Legal Aspects of Contracts*, Alumni, Jakarta, p. 121.

<sup>19</sup>Boedi Harsono, 2008, *Indonesian Agrarian Law: History of the Formation of the Basic Agrarian Law, Its Contents and Implementation*, Djambatan, Jakarta, p. 27

<sup>20</sup> Dewi Kurnia Putrid and Amin Purnawan, 2017, Differences between a Paid Sale and Purchase Agreement and an Unpaid Sale and Purchase Agreement, *Jurnal Akta*, Vol. 4 Number 4, p. 626

<sup>21</sup>Dewi Ajeng Wulansari and Anis Mashdurohatun, The Role of Notaries in the Preparation of Legal Entity Deeds for Fishermen's Associations, *Proceedings of the UNISSULA STUDENT SCIENTIFIC CONSTELLATION (KIMU) 7*, Sultan Agung Islamic University Semarang, January 19, 2022, p. 140

<sup>22</sup>Mochamad Elmo Sidiq, Asep Sunarsa, Amin Purnawan, The Role of Notaries in Land Acquisition Transactions for the Construction Site of the Sekadau Regency Government Office Complex, *Jurnal Akta*, Vol 5 No 1 March 2018, p.239



servants, notaries are still required to carry out their duties with high moral integrity and honesty. This is important considering that deeds prepared by notaries are state documents that must be safeguarded and play a vital role in the legal evidence system, as they serve as authentic evidence that impacts the interests of those seeking justice. A notary is generally considered an official who can obtain reliable advice. Everything written and established is true. A notary is a powerful document preparer in a legal proceeding.<sup>23</sup>

Notaries have an independent and impartial position in carrying out their duties. In this regard, notaries in carrying out their duties must comply with the professional code of ethics, because notary is an honorable profession (*officium nobile*).<sup>24</sup> A deed made by a notary can be the legal basis for a person's property status, rights and obligations. Errors in a deed made by a notary can result in the revocation of a person's rights or the burden of an obligation on someone, therefore a notary in carrying out his/her duties must comply with the various provisions stated in the Notary Law, namely Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Notary Law.<sup>25</sup>

The authority vested in a notary public does not derive from other government institutions, but rather is based on and granted by law. Therefore, the authority held by a notary public is attributional authority. In the duties and responsibilities of a The notary in making an authentic deed aims to provide legal certainty in carry out certain legal acts carried out by the community. The community often times carrying out various activities that give rise to legal actions, therefore society needs someone who can be trusted and can provide something solutions in legal actions carried out by the community.<sup>26</sup>

The case in the Boyolali District Court Decision Number 7/Pdt.G/2024/PN Byl began with a sale and purchase agreement between land owners in Kemiri Village, Mojosoongo District, Boyolali, and PT. Dua Putra Bengawan through three deeds of Sale and Purchase Agreement (PPJB) made by Notary/PPAT Sunarto, SH in 2019. Payments were made in installments, but the buyer only provided a down payment without paying the remaining payment by the agreed deadline, even though he had controlled and used the land. The original land certificate was handed over to the notary for temporary storage, but when the buyer defaulted and the agreement was legally void, the notary refused to return the certificate on

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<sup>23</sup>Tan Thong Kie, 2001, *All About Notary Practice*, Ichtiar Baru, Jakarta, p. 30

<sup>24</sup>Dewi Rachmayani, Agus, *Notary Covernote in Credit Agreements from the Perspective of Guarantee Law*, ACTA DIURNAL: Journal of Notary Law, Faculty of Law, Unpad, Volume 1, Number 1, December 2017, p. 79

<sup>25</sup>Abdul Ghofur Anshori, 2009, *Indonesian Notary Institution, Legal and Ethical Perspective*, UII Press, Yogyakarta, p. 46.

<sup>26</sup>Daniar Ramadhan and Ngadino, 2019, *The Authority of Notaries in Making Deeds Related to Land*, Jurnal Notarius, Volume 12 Number 2. p.686

the grounds that the cancellation must be agreed to by both parties. This action caused losses to the land owners and triggered a lawsuit by the seller.

The Panel of Judges ruled that PT. Dua Putra Bengawan was proven to be in default because it did not fulfill its payment obligations as per the agreement. Based on Articles 1266 and 1267 of the Civil Code, the judge declared PPJB Numbers 26, 28, and 39 null and void, and ordered the buyer and notary to return the original land certificates to the legal owners and restore physical control of the land. This decision affirms the legal responsibility of notaries who are negligent in maintaining legal certainty and justice, and strengthens the principle that in every PPJB deed, the official making the deed is obliged to be neutral and protect the interests of parties acting in good faith.

Overall, this decision confirms that the default has been legally proven, and as a result, the PPJB is declared null and void, with all its consequences. Defendant I is declared the losing party and is ordered to pay court costs in accordance with the provisions of Article 181 paragraph (1) HIR. Meanwhile, even though Notary/PPAT Sunarto is not found personally guilty, he is still burdened with the responsibility to return the certificate to the legal owner, as a form of carrying out his official duties to maintain neutrality and legal certainty for the parties. Thus, this decision has an important meaning in notarial practice, because it shows the responsibility of a notary/PPAT for the PPJB deed made before him, especially when the deed becomes the source of a dispute due to default by one of the parties. This decision also emphasizes that in the event that the buyer does not fulfill his obligations, the notary is obliged to act in accordance with the principle of prudence and return the documents belonging to the entitled party in order to maintain legal certainty and protection.

As a public official authorized by law, a Notary/PPAT has a moral and legal responsibility to maintain a balance of interests between the parties and ensure legal certainty in every deed drawn up before him. In this case, the Notary's legal responsibility is one of the important issues to be examined. The Notary was deemed negligent in carrying out his duties as a public official, because he continued to withhold the original land certificate even though the PPJB agreement was legally void due to default by the buyer. This action caused losses to the sellers and created legal uncertainty regarding the status of land ownership.

A notary is responsible for ensuring that every deed he or she makes has authentic force as stipulated in Article 1868 of the Civil Code, by understanding the applicable legal regulations so that the deed becomes perfect evidence. However, errors can occur, such as typos, errors in the form, or errors in the content of the deed, which can reduce the evidentiary value of the deed to the point of being an underhand deed if it violates the provisions of the Notary Law. The evidentiary value of a notarial deed includes three aspects, namely external (the formal validity of the physical deed), formal (the certainty of the procedure and the truth of the recorded events), and material (the truth of the contents of the parties'



statements). If one of these aspects is not met, the deed loses its authentic force. The notary's responsibilities include civil, administrative aspects based on job regulations, professional ethics, and criminal if there is a violation of the material truth of the deed he or she makes.

Based on the Boyolali District Court Decision Number 7/Pdt.G/2024/PN Byl, the responsibility of Notary/PPAT Sunarto, SH was highlighted because he withheld the land certificate after the buyer defaulted and the PPJB agreement was legally void. This action was deemed as legal, administrative, and moral negligence because it violated the principles of prudence, neutrality, and official obligations as stipulated in Article 16 paragraph (1) letter a and Article 65 of the Notary Law. The panel of judges ordered the notary to return the certificate to the legal owner, emphasizing that the notary's responsibility does not stop at making the deed, but also includes the legal consequences for the injured party. This case emphasizes that notaries are obliged to act actively to protect the interests of parties with good intentions, maintain legal certainty, and uphold substantive justice so that the notary profession remains trusted as a guardian of legality and legal protection for the community.

The analysis of the Notary/PPAT's responsibility in the Boyolali District Court Decision Number 7/Pdt.G/2024/PN Byl can be explained through the theory of responsibility put forward by Hans Kelsen, which divides responsibility into four types, namely individual responsibility, collective responsibility, responsibility based on fault (fault liability), and absolute responsibility (strict liability).<sup>27</sup>Based on the Boyolali District Court Decision Number 7/Pdt.G/2024/PN Byl, the responsibility of Notary/PPAT Sunarto, SH for the land PPJB dispute can be categorized into four forms according to Hans Kelsen's theory. First, individual responsibility, because he personally negligently retained the land certificate after the agreement was legally void, violating Article 16 paragraph (1) of the Notary Law. Second, collective responsibility, because the notary's position is part of the land law system that involves supervision by state institutions. Third, responsibility based on fault (fault liability), because negligence in exercising authority causes real losses to parties acting in good faith and fulfills the element of culpa lata. Fourth, absolute responsibility (strict liability), because every public official is obliged to bear the legal consequences of his actions even without an element of intent. Thus, the notary's responsibility in this case is a combination that reflects the moral, legal, and administrative obligations of the position he holds. This analysis shows that the notary's responsibility is hierarchical and layered, ranging from personal responsibility to public office responsibility. In notarial practice, Hans Kelsen's theory provides an understanding that an official's legal responsibility is measured not only by intent or the element of error, but also by the legal consequences of their actions. Therefore, in the context of this case, Notary/PPAT Sunarto, SH, must remain legally, morally, and administratively

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<sup>27</sup>Hans Kelsen, 1945, *General Theory of Law and State*, Harvard University Press, Cambridge, p. 80.

accountable for his actions as a public official obligated to maintain legal certainty and protect the rights of parties acting in good faith.

### **3.2. Legal Protection for Parties Affected by Default in the Implementation of Land Sales Agreements (PPJB) Made Before a Notary**

Default or breach of contract is a condition caused by one party failing to fulfill an obligation or performance stipulated in a contract. Default can also be defined as failure to fulfill or neglecting to carry out obligations as stipulated in the agreement between the creditor and the debtor.<sup>28</sup> Default or failure to fulfill a promise can occur either intentionally or unintentionally.<sup>29</sup> In the context of a land Sale and Purchase Agreement (PPJB), legal protection is crucial because this agreement is temporary and does not legally transfer ownership rights, making it vulnerable to losses for parties acting in good faith. This is evident in Boyolali District Court Decision Number 7/Pdt.G/2024/PN Byl, where the buyer failed to pay the sale and purchase price and the notary continued to retain the land certificate even though the agreement was legally void. The panel of judges considered the notary's actions a violation of official responsibility and ordered the return of the certificate to the legal owner. This decision affirms the principle of official responsibility as stipulated in Article 65 of the Notary Law, which states that a notary remains responsible for every deed he or she makes, even after his or her term of office has ended. Based on the views of Philipus M. Hadjon and Habib Adjie, legal protection in this case is realized through the restoration of the rights of parties acting in good faith, upholding the responsibilities of public officials, and the application of the principles of prudence, neutrality, and substantive justice by the notary in ensuring legal certainty and protection for the public.

According to Philipus M. Hadjon, legal protection is a guarantee of the rights of citizens who are harmed due to violations of the law or abuse of authority, which aims to provide a sense of security, certainty, and justice. Hadjon distinguishes between two forms of protection: preventive and repressive. Preventive legal protection is provided before a violation occurs, with the aim of preventing losses through job regulations, codes of ethics, and the notary's obligation to provide legal explanations to the parties. In Boyolali District Court Decision No. 7/Pdt.G/2024/PN Byl, Notary/PPAT Sunarto, SH failed to carry out his preventive function by not confirming the legal risks of the PPJB and withholding the certificate without legal basis, thus ignoring the principles of prudence and legal certainty. Repressive legal protection, on the other hand, is provided after a dispute occurs, to restore the rights of the aggrieved party through legal mechanisms. In this case, the judge provided repressive protection by annulling three PPJB deeds, declaring the buyer in default, and ordering the notary to return the certificate to the rightful owner. This decision embodies legal justice and

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<sup>28</sup>Salim HS, 2008, Introduction to Written Civil Law (BW), Sinar Grafika, Jakarta, p.180.

<sup>29</sup>Ahmadi Miru, 2007, Contract Law and Contract Drafting, Rajawali Pers, Jakarta, p. 74

emphasizes the responsibility of public officials. In addition to the courts, repressive protection can also be pursued through the Notary Supervisory Board to enforce professional discipline and ethics, so that these two forms of protection complement each other in maintaining justice and legal certainty for the public. Overall, the application of the theory of preventive and repressive legal protection according to Philipus M. Hadjon in the Boyolali case shows that effective legal protection requires a synergy between prevention and law enforcement. The failure of notaries to carry out their preventive function increases the risk of disputes, while repressive protection through court decisions is a corrective measure that restores legal certainty and emphasizes the responsibility of public officials. Therefore, a balance between these two forms of legal protection is an important foundation for the creation of a notary system that is just, transparent, and guarantees legal certainty for the public.

#### 4. Conclusion

The Notary's responsibility for the deed of the Land Sale and Purchase Agreement (PPJB) that resulted in a default (Study of Boyolali District Court Decision Number 7/PDT.G/2024/PN. Byl) is that the notary has legal, administrative, and moral responsibility for the deed he made. In this case, the notary was deemed negligent because he continued to retain the land certificate even though the buyer defaulted and the agreement was null and void, thus causing losses to the seller. The judge ordered the notary to return the certificate to the legal owner as a form of restoration of the rights of the injured party. Legal protection for parties who are harmed due to default in the implementation of the PPJB for land made before a notary is realized through preventive and repressive protection. Preventive protection is carried out by the notary's careful explanation of the legal consequences of the agreement, while repressive protection is provided through a court decision that restores the seller's rights. This emphasizes the important role of notaries and the state in ensuring legal certainty and justice for parties with good intentions.

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