

Responsibility of Land Deed Officials (PPAT) for Ethical Violations Acting as Intermediaries Land Sale and Purchase

Istinur Fatihah¹⁾ & Jawade Hafidz²⁾

¹⁾ Master of Notary Law, Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia, E-mail: istinurfath@gmail.com

²⁾ Master of Notary Law, Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia, E-mail: jawade@uissula.ac.id

Abstract. *This study aims to analyze the responsibility of Land Deed Officials (PPAT) for ethical violations acting as intermediaries in land sale and purchase transactions and to examine the legal consequences of sale and purchase deeds made by PPAT acting as intermediaries. This research uses a normative legal research method with a statutory approach and conceptual approach. Legal materials consist of primary legal materials including the 1945 Constitution, Civil Code, Law Number 5 of 1960 concerning Basic Agrarian Regulations, Government Regulation Number 24 of 1997 concerning Land Registration, and Government Regulation Number 24 of 2016 concerning Regulations on the Position of Land Deed Officials, as well as secondary and tertiary legal materials. Data analysis was carried out prescriptively to provide legal arguments regarding the facts or legal events studied. Based on the research, it is concluded that the responsibility of PPAT for ethical violations acting as intermediaries includes administrative responsibility in the form of sanctions from dismissal with dishonor, civil responsibility based on unlawful acts as regulated in Article 1365 of the Civil Code, and criminal responsibility if fulfilling the elements of criminal acts as regulated in Articles 263, 264, or 266 of the Criminal Code. The legal of sale and purchase deeds made by PPAT acting as intermediaries include degradation of evidentiary power from authentic deeds to underhand deeds, potential cancellation of deeds either absolutely or relatively, rejection of registration of transfer of rights at the Land Office, emergence of material and immaterial losses, and legal uncertainties that threaten the integrity of the national land registration system.*

Keywords: *Intermediary; Legal; Official; Responsibility.*

1. Introduction

Land, as a natural resource, plays a fundamental role in the lives of Indonesians, not only as a place to live but also as a basis for economic and social activities. The relationship between humans and land is multidimensional, encompassing

physical, social, economic, cultural, political, defense-security, and legal aspects.¹ In a legal context, land occupies a strategic position because it can determine the existence and continuity of relationships and legal actions both from an individual perspective and their impact on others. However, there is a gap between the ideals of land law regulations and the reality of practice in the field, especially in the mechanism of transferring land rights through sale and purchase. Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) has mandated a land registration system to achieve legal certainty, but its implementation still faces various problems related to the professionalism of officials authorized in the process.

The Land Deed Making Officer (PPAT) as a public official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights plays a vital role in ensuring legal certainty in land transactions.² In carrying out his duties and authorities, PPAT is required to have high moral integrity and professionalism because the deeds he makes are authentic deeds that have perfect evidentiary power.³ Regulation of the Head of the National Land Agency of the Republic of Indonesia Number 1 of 2006 concerning Provisions for the Implementation of Government Regulation Number 37 of 1998 concerning the Regulation of the Position of PPAT in Article 54 paragraph (1) expressly regulates the obligation of PPAT to check the history of the land before carrying out the process of transferring land rights. However, in practice, there is still a phenomenon of PPAT violating their professional code of ethics by acting beyond their authority, namely acting as intermediaries or brokers in land sale and purchase transactions that they should facilitate neutrally and objectively.

Violations of the ethics of Land Deed Officials (PPATs) acting as intermediaries for land sales and purchases raise serious legal issues. Normatively, PPATs are only authorized to draw up authentic deeds as evidence of the legal transfer of land rights, not to act as a bridge between the seller and the buyer to obtain a commission from the transaction. This practice contradicts the principle of *unus testis nullus testis*, which requires PPATs to act independently and impartially as witnesses in the drawing up of deeds.⁴ When a PPAT plays a dual role as both an intermediary and a deed maker, their independence and objectivity are questioned, thus threatening the validity of the deed. This problem is increasingly complex considering that a legally flawed PPAT deed can result in either absolute nullity (absolute nullity) or relative nullity (relative nullity) in accordance with the

¹Candella Angela Anatea Taliwongso, "Kedudukan Akta Otentik Sebagai Alat Bukti Dalam Persidangan Perdata Di Tinjau Dari Pasal 1870 KUH Perdata (Studi Kasus Putusan Nomor 347/Pdt.G/2012/Pn.Mdn)," 2015.

²Zaka Firma et al., "Rekonstruksi Hierarki Peraturan Perundang-Undangan Di Indonesia," 2018, 79–100.

³Sh Rahayu Fery Anitasari, "Pelaksanaan Alih Fungsi Tanah Pertanian Untuk Pembangunan Perumahan Di Kota Semarang," 2008.

⁴Ria Fitri, "Tinjauan Tanah Terlantar Dalam Perspektif Hukum Islam," no. 55 (2011): 1–16.

provisions of Article 1320 of the Civil Code (KUHPerdata) which regulates the requirements for a valid agreement.

The impact of ethical violations by PPATs acting as intermediaries not only harms the parties in the transaction, but also damages public trust in the PPAT institution as a public officer who should guarantee legal certainty in land transactions. Land sale and purchase deeds made by PPATs acting as intermediaries have the potential to contain legal defects because they do not fulfill the element of impartiality of the official who made the deed as regulated in Article 1868 of the Civil Code concerning authentic deeds.⁵ Furthermore, this practice can create a conflict of interest where the PPAT has an economic interest in the transaction, thus compromising the objectivity in verifying the validity of documents and the competence of the parties. This situation shows a gap between the supposed neutrality and professionalism of PPATs and the reality (*das sein*), where some PPATs still violate the code of ethics by acting as intermediaries in land sales for personal gain.

Based on the description of the problems, this study is important to comprehensively identify the form of legal responsibility of PPAT who violates professional ethics by acting as an intermediary in land sales and purchases and the legal consequences of the deeds they make. This study is relevant to Gustav Radbruch's theory of legal certainty which emphasizes that the law must contain three values, namely certainty (*rechtmatigheid*), justice (*gerechtigheit*), and benefit (*zwechmatigheid*), as well as Hans Kelsen's theory of legal responsibility which states that a person is legally responsible for a certain act and can be subject to sanctions if his actions violate the law. Considering the urgency of this problem in maintaining the integrity of the land registration system in Indonesia and protecting the rights of the community in land transactions, this study aims to analyze the responsibility of PPAT for ethical violations acting as an intermediary in land sales and examine the legal consequences of land sales and purchase deeds made by PPAT who acts as an intermediary.

2. Research Methods

This research uses a normative legal research method with a statute approach which examines all regulations related to the legal issues being studied.⁶ Normative legal research positions law as a system of norms that includes principles, norms, rules of statutory regulations, court decisions, agreements and

⁵ Made Putri Saraswati, "Kedudukan Hukum Akta Ppat Setelah Terbitnya Sertipikat Karena Peralihan Hak Atas Tanah," no. 201 8 (2018): 26–40.

⁶ Kevin Hernando Pratama, "Tanggung Jawab Pejabat Pembuat Akta Tanah (Ppat) Dalam Pembuatan Akta Jual Beli Yang Dibuat Tanpa Sepengetahuan Dan Persetujuan Pemilik Objek Dalam Putusan Nomor 347/Pdt.G/2017/ Pn.Jkt.Tim" 4 (2021): 1133–56.

doctrines.⁷ The conceptual approach is also applied to understand the concepts, views, and doctrines that develop in legal science, particularly regarding the responsibility of PPATs who violate professional ethics by acting as intermediaries in land sales and purchases.

The specifications of this research are descriptive-analytical in nature, which aims to reveal and explain the responsibility of the Land Deed Making Official (PPAT) for ethical violations in acting as an intermediary for land sales and purchases, as well as the legal consequences for the deeds made.⁸ Research is conducted through an in-depth study of legal facts with systematic thinking to seek solutions to the problems that arise.

Data collection was conducted through library research by reviewing primary, secondary, and tertiary legal materials. Primary legal materials include the 1945 Constitution, the Civil Code, Law Number 5 of 1960 concerning the UUPA, Government Regulation Number 24 of 1997 concerning Land Registration, and Government Regulation Number 24 of 2016 concerning the Regulation of the Office of Land Deed Officials (PPAT). Secondary legal materials include literature in the form of research results, books, scientific journals, works of legal practitioners, legal theories, and scholarly opinions. Tertiary legal materials include legal dictionaries and other supporting materials relevant to the notary field.

Data analysis uses a prescriptive method that provides arguments based on research results to determine the legal truth or falsity of the facts or legal events being studied. The analysis is conducted by examining and reviewing the data obtained with the aid of legal certainty theory and legal responsibility theory.

3. Results and Discussion

3.1. Responsibility of Land Deed Officials (PPAT) for Ethical Violations Acting as Intermediaries in Land Sales and Purchases

The responsibility of a Land Deed Official (PPAT) who violates ethics by acting as an intermediary for land sales and purchases must be understood in the context of his professional obligations as a public official who prioritizes moral, intellectual and professional integrity.⁹ In providing services to the public, PPATs should always uphold the noble ideals of the profession based on the demands of conscience, not solely motivated by seeking personal economic gain. Ethical violations in the form of PPAT actions as intermediaries or brokers in land sales and purchases violate the basic principles of the profession that prioritize serving

⁷Kevin Hernando Pratama, "Tanggung Jawab Pejabat Pembuat Akta Tanah (Ppat) Dalam Pembuatan Akta Jual Beli Yang Dibuat Tanpa Sepengetahuan Dan Persetujuan Pemilik Objek Dalam Putusan Nomor 347/Pdt.G/2017/ Pn.Jkt.Tim" 4 (2021): 1133–56.

⁸Bunga Jasmine, Puji Hapsari, and Aju Putrijanti, "Keabsahan Akta Notaris Yang Ditandatangani Penghadap Penderita Demensia" 16 (2023): 731–40..

⁹Jasmine, Hapsari, and Putrijanti.

the interests of the public above personal interests. As officials authorized by statutory regulations, PPATs have special expertise in the preparation of deeds that should be carried out independently and impartially. The construction of this responsibility not only concerns moral aspects, but also has implications for legal accountability both administratively, civilly, and criminally if proven to cause losses to the parties.

Administrative responsibility is the first consequence that must be faced by PPAT who violates professional ethics by acting as an intermediary in land sale and purchase transactions. Based on the theory of *fautes personnelles* put forward by Kranenburg and Vegtig, losses arising from the actions of officials are borne by the official concerned because his actions have caused losses, so that responsibility is directed at humans as individuals. In the context of PPAT acting as an intermediary, this action is categorized as abuse of authority because it does not exercise authority properly according to Government Regulation Number 37 of 1998 concerning PPAT Position Regulations. Administrative sanctions that can be imposed include written warnings to dishonorable dismissal from their positions by the Head of the National Land Agency based on Regulation of the Head of BPN Number 1 of 2006 (Latifah, 2021). In addition, based on Article 6 paragraph (1) of the Code of Ethics of the Association of Land Deed Officials (IPPAT), members who violate the code of ethics can be subject to sanctions in the form of warnings, warnings, schorsing (temporary suspension) from membership, onzetting (dismissal) from membership, to dishonorable dismissal from IPPAT membership. The imposition of this sanction is adjusted to the quantity and quality of the violations committed, where the actions of the PPAT as an intermediary for land sales and purchases are included in the category of serious violations that ignore the principles of caution and professionalism.

The civil liability of a PPAT who acts as an intermediary for the sale and purchase of land can be categorized as an unlawful act (*onrechtmatige daad*) as regulated in Article 1365 of the Civil Code which states that every unlawful act that causes loss to another person requires the guilty person to compensate for the loss.¹⁰ The actions of a PPAT as an intermediary qualify as an unlawful act because they contradict the legal obligations that should be carried out as a neutral and impartial public official. According to Roscoe Pound, there are three types of liability for crimes, namely liability for intentional losses, liability for losses due to negligence and unintentional actions, and liability in certain cases for losses incurred due to negligence. In the case of a PPAT acting as an intermediary, the action tends to contain an element of intent (*dolus*) because it is carried out with full awareness to obtain benefits in the form of commissions or fees from the transaction. As a result, the PPAT in question can be sued for compensation in the form of costs, damages, and interest as regulated in Articles 1243 to 1252 of the Civil Code, and it is even possible to receive compensation in other forms besides

¹⁰ Komariah, *Edisi Revisi Hukum Perdata, Universitas Muhammadiyah Malang, Malang, 2001.*

money if the judge deems it appropriate to eliminate the losses suffered by the parties.

Criminal liability may be imposed on a Land Deed Official (PPAT) acting as an intermediary in the sale and purchase of land if his actions meet the elements of a criminal offense as stipulated in the Criminal Code (KUHP). According to Habib Adjie, a PPAT can be punished if the formal aspects of the deed are proven to have been deliberately used as a tool to commit a crime, or if the PPAT knowingly and intentionally, together with the parties, carries out legal actions that he knows are unlawful.¹¹ In the context of PPAT as an intermediary, if the action is carried out intentionally to facilitate a transaction that contains elements of fraud or document forgery, then the PPAT can be charged with Article 263 paragraph (1) of the Criminal Code concerning forgery of letters or Article 264 of the Criminal Code concerning forgery of authentic deeds. Furthermore, if the PPAT orders the parties to include false information in the deed, then Article 266 paragraph (1) of the Criminal Code can be applied, even though in this case the PPAT is in the position of the ordered party (*manus ministra*) so that criminal responsibility is more directed at the ordering party. However, if it is proven that the PPAT actively participated in planning and carrying out the crime, then Article 55 paragraph (1) of the Criminal Code in conjunction with Article 263 or Article 264 of the Criminal Code can be applied with the same criminal threat as the main perpetrator.

The implementation of PPAT's responsibility for ethical violations when acting as an intermediary requires an effective oversight mechanism from the National Land Agency and the IPPAT professional organization. Based on the Head of BPN Regulation Number 1 of 2006, the Head of the National Land Agency provides guidance and supervision on the implementation of PPAT's duties, which includes examining the implementation of PPAT's obligations before and after the deed is drawn up. In practice, PPAT is required to apply the prudential principle as stipulated in Article 22 of Government Regulation Number 37 of 1998, which requires PPAT to read or explain the contents of the deed to the parties, present at least two witnesses, and ensure that the signing is carried out immediately after the deed is read. Violations of this prudential principle, including PPAT's actions as an intermediary that clearly contradict the independence and neutrality of the profession, indicate a conflict of interest that can threaten the validity of the deed drawn up. Therefore, enforcement of sanctions, whether administrative, civil or criminal, must be carried out consistently to maintain the integrity of the PPAT profession and provide a deterrent effect for perpetrators of violations, while protecting the interests of the community in land transactions.

Comprehensively, the responsibility of a PPAT who violates ethics by acting as an intermediary for land sales must be understood within the framework of the theory of legal responsibility put forward by Hans Kelsen, where a person is legally

¹¹ Ana Silviana, "Memahami Pentingnya Akta Jual Beli (AJB) Dalam Transaksi Pemindahan Hak Atas Tanah Karena Jual Beli Tanah," 2020, 191–95.

responsible for a particular act and can be subject to sanctions if his actions violate the law. In this context, the failure of a PPAT to exercise the care required by law is called negligence, and negligence is seen as a type of error (*culpa*) for which he must be held accountable.¹² Hans Kelsen divides liability into four categories: individual liability where the PPAT is responsible for violations he/she commits himself/herself, collective liability if it involves other parties, liability based on fault where the PPAT intentionally commits violations to cause losses, and absolute liability where the PPAT is responsible even if it is not intentional.¹³ The actions of the PPAT as an intermediary are included in the category of liability based on error because they are carried out intentionally to obtain economic benefits, as Moeljatno argues that intention (*dolus*) according to criminal law is an action that is consciously carried out in defiance of a prohibition.

According to Wirjono Prodjodikoro, intent is very important in criminal law because most criminal acts have an element of intent or *opzet*, not an element of *culpa*, and those who deserve criminal punishment are those who do something intentionally.¹⁴ Based on the theory of personal faults and services faults put forward by Kranenburg and Vegtig, losses that arise can be charged to the official personally or to the agency depending on the severity of the error.¹⁵ Therefore, the enforcement of administrative sanctions in the form of dishonorable dismissal as regulated in Article 62 of Government Regulation Number 24 of 1997 and Article 6 of the IPPAT Code of Ethics, civil sanctions in the form of compensation in accordance with Article 1365 of the Civil Code, as well as criminal sanctions based on Article 263, 264, or 266 of the Criminal Code against PPATs who violate this professional ethics function not only as punishment for the perpetrators, but also as a preventive effort to maintain the dignity and integrity of the PPAT profession as a public officer trusted by the community, while realizing legal certainty (*rechtmatigheid*), justice (*gerechtigheit*), and benefit (*zwechmatigheid*) in land transactions.

3.2. Legal Consequences of Land Sale and Purchase Deeds Made by Land Deed Making Officials (PPAT) Acting as Intermediaries

The first legal consequence arising from a land sale and purchase deed made by a PPAT acting as an intermediary is the degradation of the deed's evidentiary power from an authentic deed to a private deed. Based on the provisions of Article 1868 of the Civil Code, a deed can be qualified as an authentic deed if it meets certain requirements, including being made by or before an authorized public official,

¹² Djestylona Kobu Kobu, "Pelaksanaan Peralihan Hak Atas Tanah Berdasarkan Hukum Adat Suku Tobelo Di Kabupaten Halmahera Selatan" VI, no. 2 (2017): 36–43.

¹³ Hadjon and Philipus M, "Perlindungan Hukum Bagi Rakyat Di Indonesia," *Surabaya: PT Bina Ilmu*, 1987.

¹⁴ Philipus M and Hadjon, Legal Protection for the Indonesian PPhilipus M and Hadjon, *Perlindungan Hukum Bagi Rakyat Indonesia*, Bina Ilmu, Surabaya, 2007.eople, Bina Ilmu, Surabaya, 2007.

¹⁵ F Hudaningrum, *Hubungan Antara Asas Kebebasan Berkontrak, Pacta Sunt Servanda, Dan Itikad Baik (Doctoral Dissertation, Sebelas Maret University)*, Surakarta, 2014.

being made in a form prescribed by law, and the official who makes it must be independent and have no interest in the deed. When a PPAT acts as an intermediary in a land sale and purchase transaction, the requirements of independence and impartiality are not met because the PPAT has an economic interest in the form of a commission or fee from the implementation of the transaction. As a result, the deed made loses its formal evidentiary power (*formale bewijskracht*) as regulated in Article 1870 of the Civil Code which states that an authentic deed provides perfect evidence, and is only valuable as a private deed whose evidentiary power depends on the recognition of the parties. This degradation is very detrimental to the parties because in court disputes, private deeds are considered as independent evidence (*vrij bewijs*) which requires additional proof, in contrast to authentic deeds which are considered as mandatory evidence (*verplicht bewijs*).

The second legal consequence is the potential cancellation of the land sale and purchase deed, either absolutely (*absolute nietigheid*) or relatively (*relative nietigheid*) based on the provisions of Article 1320 of the Civil Code concerning the conditions for the validity of an agreement. Absolute cancellation or nullity by law occurs if the deed made does not meet the objective requirements of the agreement, namely regarding certain matters and lawful causes. In the context of the PPAT as an intermediary, it can be argued that there is a defect in the requirement of "lawful cause" because the deed was made in a conflict of interest condition where the PPAT has a personal interest that conflicts with his obligations as a neutral public official. Meanwhile, relative cancellation can occur if the subjective requirements are not met, namely free agreement and the capacity of the parties (Hudaningrum, 2014). The actions of the PPAT as an intermediary who actively brings together and influences the parties can indicate the presence of pressure or influence that harms freedom of will (*wilsautonomie*), so that the agreement that occurs can be considered flawed and can be requested for cancellation by the party who feels aggrieved within five years from the signing of the deed. As a result, the deed that has been made can be cancelled through a court decision that has permanent legal force.

The third legal consequence is the refusal to register the transfer of land rights at the Land Office or the National Land Agency (BPN). Based on Government Regulation Number 24 of 1997 concerning Land Registration, a PPAT deed is a basic document required for the registration process for the transfer of land rights at the land office. However, if the land office learns or receives a report that the proposed sale and purchase deed was prepared by a PPAT acting as an intermediary in the transaction, then based on the principle of prudence and the obligation to verify the validity of the document, the land office may refuse to register the transfer of rights.¹⁶ This rejection is based on the consideration that

¹⁶ Erizka Permatasari, "Larangan Terkait Perjanjian Baku Menurut UU Perlindungan Konsumen," 2022, <https://www.hukumonline.com/klinik/a/larangan-terkait-perjanjian-baku-menurut-uu-perlindungan-konsumen-lt605e3b2a6d4c2>.

the deed made does not meet the formal and material requirements as stipulated in the laws and regulations, so it cannot be used as a valid legal basis for changing land registration data. Consequently, the buyer who should have obtained the rights to the land is unable to process the transfer of the certificate name, so that legally the ownership cannot be registered and does not have perfect legal force to protect its rights against third parties.

The fourth legal consequence is the emergence of material and immaterial losses for the parties involved in the land sale and purchase transaction. Material losses can include costs incurred for the preparation of the deed, tax payments, and other costs related to the transaction that ultimately cannot be implemented because the deed is legally flawed. In addition, the buyer may lose the opportunity to use the land they have purchased because their ownership is not legally valid, while the seller may also suffer losses if the transaction is canceled but the proceeds have already been used or the land has been physically handed over to the buyer. Immaterial losses can include psychological stress, loss of trust in the PPAT institution, and reputational damage for the parties involved. The injured parties have the right to claim compensation from the PPAT concerned through a civil lawsuit based on unlawful acts as regulated in Article 1365 of the Civil Code. Compensation that can be claimed includes costs that have been incurred, actual losses suffered, and interest arising from delays or failures in implementing the transaction.

The fifth legal consequence is the emergence of legal uncertainty and the potential for protracted disputes that can be detrimental to all parties involved in the land ecosystem. A legally flawed sale and purchase deed, drawn up by a PPAT acting as an intermediary, creates an ambiguous situation where land ownership becomes unclear, as to whether it remains with the seller or has been transferred to the buyer.¹⁷ This uncertainty can trigger legal disputes between sellers and buyers, as well as with third parties who may have claims to the land. The process of resolving disputes through the courts is time-consuming, expensive, and drains the energy and mental energy of both parties. Furthermore, this legal uncertainty also impacts the overall land registration system by reducing public trust in PPAT deeds as legal instruments that should guarantee certainty in land transactions. Therefore, to prevent these detrimental legal consequences, strict law enforcement is needed against PPATs who violate professional ethics by acting as intermediaries, as well as increasing public legal awareness to choose PPATs who are professional and have integrity in conducting land sales and purchase transactions.

Referring to the legal system of evidence in Indonesian civil law, the legal consequences of a sale and purchase deed made by a PPAT acting as an intermediary indicate the urgency of implementing the prudential principle in every stage of making an authentic deed as regulated in Article 22 of Government

¹⁷ Anastasia Sihombing, "Peralihan Hak Atas Tanah," 2015.

Regulation Number 37 of 1998. This prudential principle emphasizes that the PPAT deed must be read or its contents explained to the parties in the presence of at least two witnesses before being signed immediately by the parties, witnesses, and the PPAT. However, the prudential principle is not only limited to formal procedural aspects, but also includes moral and ethical obligations for PPAT not to place themselves in a position that gives rise to a conflict of interest such as being an intermediary in a transaction. According to Article 1 point 1 of Government Regulation Number 37 of 1998, PPAT is a public official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights or ownership rights to apartment units, so that the position of PPAT as a public official prohibits him from holding concurrent positions or professions as a lawyer, civil servant, or BUMN/BUMD employee as regulated in Article 3 paragraph (2) of Government Regulation Number 37 of 1998.¹⁸

The importance of the position of PPAT in issuing a sale and purchase deed demands legal responsibility for the deed made, because the making of a deed that is not in accordance with the procedures can pose a risk to the certainty of land rights that arise or are recorded on the basis of the deed. Based on Article 1870 of the Civil Code, an authentic deed provides very strong evidence and is considered to have the power of proof attached to it without requiring additional evidence, so that the judge considers it as mandatory evidence (*verplicht bewijs*), while a private deed is only considered as independent evidence (*vrij bewijs*) that requires additional evidence.¹⁹ The sale and purchase deed made by the PPAT acting as an intermediary does not fulfill the formal and material requirements as stipulated in Article 1868 of the Civil Code, so it loses its authentic power and only has value as a private deed which can be detrimental to the parties and threaten the credibility of the national land registration system.²⁰ Therefore, consistent law enforcement against Land Deed Officials (PPAT) who violate professional ethics, strengthening supervision by the National Land Agency and IPPAT, and educating the public about rights and obligations in land transactions are key to preventing adverse legal consequences and ensuring the implementation of legal, fair land sale and purchase transactions that provide legal certainty for all interested parties.

4. Conclusion

Based on the research results and discussions that have been described, it can be concluded that the responsibility of the Land Deed Official (PPAT) for ethical violations acting as an intermediary for land sales includes three dimensions of legal responsibility. First, administrative responsibility in the form of sanctions ranging from written warnings to dishonorable dismissal from office by the Head

¹⁸ "Peraturan Pemerintah Republik Indonesia Nomor 37 Tahun 1998 Tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah," 1998.

¹⁹ Irwan Soerodjo, *Kepastian Hukum Hak Atas Tanah Di Indonesia*, Arkola, Surabaya, 2003.

²⁰ H.M Arba, *Hukum Agraria Indonesia*, Sinar Grafika, Jakarta, 2015.

of the National Land Agency in accordance with Regulation of the Head of BPN Number 1 of 2006, as well as sanctions from the IPPAT professional organization ranging from warnings to dishonorable dismissal from membership. Second, civil responsibility based on unlawful acts (*onrechtmatige daad*) as regulated in Article 1365 of the Civil Code which requires the PPAT to compensate for losses in the form of costs, damages, and interest to the injured parties. Third, criminal responsibility can be imposed if the PPAT's actions fulfill the elements of a criminal act as regulated in Articles 263, 264, or 266 of the Criminal Code concerning falsification of authentic letters or deeds. The legal consequences of land sale and purchase deeds made by PPAT acting as an intermediary include the degradation of evidentiary power from authentic deeds to private deeds, the potential for cancellation of the deed either absolutely or relatively based on Article 1320 of the Civil Code, rejection of registration of transfer of rights at the Land Office, the emergence of material and immaterial losses for the parties, as well as the emergence of legal uncertainty and the potential for prolonged disputes that threaten the integrity of the national land registration system. Based on these conclusions, it is recommended that the National Land Agency increase the intensity of supervision of the implementation of PPAT duties through a periodic inspection mechanism and a transparent reporting system to prevent ethical violations in the form of PPAT actions as intermediaries for land sales and purchases. The IPPAT professional organization is advised to strengthen the socialization and internalization of the professional code of ethics to all members through continuous professional development and to apply firm and consistent sanctions against members proven to have violated the code of ethics. The public is advised to be more selective in choosing PPAT services by ensuring that the PPAT chosen has high integrity and professionalism, has no conflict of interest in the transaction, and has been officially registered with the National Land Agency. The PPAT itself is advised to always maintain independence and neutrality in carrying out its official duties by not taking actions that could harm public trust, including firmly refusing if asked to act as an intermediary in land sales and purchases that should be facilitated objectively and impartially. Finally, policy makers are advised to formulate more explicit and detailed regulations regarding the prohibition for PPATs to act as intermediaries or brokers in land transactions, accompanied by the threat of clear and firm sanctions in order to provide a deterrent effect and guarantee legal certainty in the land transaction system in Indonesia.

5. References

Journals:

- Abdurrachman, Hamidah, Eddhie Praptono, and Kus Rizkianto. "Pandecta Disparitas Putusan Hakim Dalam Kasus Narkoba" 7 (2012).
- Anastasia Sihombing. "Peralihan Hak Atas Tanah," 2015.
- Erizka Permatasari. "Larangan Terkait Perjanjian Baku Menurut UU Perlindungan Konsumen," 2022. <https://www.hukumonline.com/klinik/a/larangan->

- terkait- perjanjian-baku- menurut-uu-perlindungan-konsumen-
lt605e3b2a6d4c2.
- Firma, Zaka, M Reza Winata, Pusat Penelitian, and Pengelolaan Perpustakaan. "Rekonstruksi Hierarki Peraturan Perundang-Undangan Di Indonesia," 2018, 79–100.
- Fitri, Ria. "Tinjauan Tanah Terlantar Dalam Perspektif Hukum Islam," no. 55 (2011): 1–16.
- Hadjon, and Philipus M. "Perlindungan Hukum Bagi Rakyat Di Indonesia." *Surabaya: PT Bina Ilmu*, 1987.
- Jasmine, Bunga, Puji Hapsari, and Aju Putrijanti. "Keabsahan Akta Notaris Yang Ditandatangani Penghadap Penderita Demensia" 16 (2023): 731–40.
- Kobu, Djestylna Kobu. "Pelaksanaan Peralihan Hak Atas Tanah Berdasarkan Hukum Adat Suku Tobelo Di Kabupaten Halmahera Selatan" VI, no. 2 (2017): 36–43.
- Made Putri Saraswati. "Kedudukan Hukum Akta Ppat Setelah Terbitnya Sertipikat Karena Peralihan Hak Atas Tanah," no. 201 8 (2018): 26–40.
- Pratama, Kevin Hernando. "Tanggung Jawab Pejabat Pembuat Akta Tanah (Ppat) Dalam Pembuatan Akta Jual Beli Yang Dibuat Tanpa Sepengetahuan Dan Persetujuan Pemilik Objek Dalam Putusan Nomor 347/Pdt.G/2017/Pn.Jkt.Tim" 4 (2021): 1133–56.
- Rahayu Fery Anitasari, Sh. "Pelaksanaan Alih Fungsi Tanah Pertanian Untuk Pembangunan Perumahan Di Kota Semarang," 2008.
- Silviana, Ana. "Memahami Pentingnya Akta Jual Beli (AJB) Dalam Transaksi Pemindahan Hak Atas Tanah Karena Jual Beli Tanah," 2020, 191–95.
- Taliwongso, Candella Angela Anatea. "Kedudukan Akta Otentik Sebagai Alat Bukti Dalam Persidangan Perdata Di Tinjau Dari Pasal 1870 Kuh Perdata (Studi Kasus Putusan Nomor 347/Pdt.G/2012/Pn.Mdn)," 2015.

Books:

- Arba, H.M. *Hukum Agraria Indonesia*, Sinar Grafika. Jakarta, 2015.
- Hudaningrum, F. (2014). Hubungan antara Asas Kebebasan Berkontrak, Pacta Sunt Servanda, dan Itikad Baik (Doctoral dissertation, Sebelas Maret University). In Surakarta.
- Irwan Soerodjo. (2003). Kepastian Hukum Hak Atas Tanah di Indonesia, Arkola. In Surabaya.
- Komariah. (2001). Edisi Revisi Hukum Perdata, Universitas Muhammadiyah Malang. In *Malang*.
- Philipus M, & Hadjon. (2007). Perlindungan Hukum Bagi Rakyat Indonesia. In *Bina Ilmu, Surabaya*.

Regulation:

- Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Officials Making Land Deeds.

(2016).

Government Regulation of the Republic of Indonesia Number 37 of 1998 concerning the Regulations on the Position of Land Deed Making Officials. (1998).