

Legal Protection for PPAT In The Preparation of Land Sale and Purchase Deeds Containing False Information (Study of Decision Number: 35/Pdt.G/2025/Pn.Kdi)

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Abstract. *It is not uncommon for a Land Deed Officer (PPAT) to be sued over a deed they have drawn up, although not due to any fault on the part of the PPAT themselves but rather due to the dishonesty of the parties involved prior to signing the deed. This study examines deeds of sale and purchase that have been signed by the parties involved and the Notary/PPAT who have been sued as a result of the dishonesty of the parties prior to the transfer of ownership of the certificate. In carrying out their duties, a PPAT must apply the principle of due diligence in performing their role in drawing up Authentic Deeds, in order to avoid civil disputes arising from errors and legal defects in the deed. The objective of this research is to identify and analyze the legal liability of the Land Deed Officer regarding the Deed of Sale and Purchase containing false statements in Judgment No. 35/Pdt.G/2025/PN.Kdi. The type of research employed in this thesis is normative legal research. The method used is a normative legal approach based on statutory analysis (statute approach). The data used in this research consists of secondary data. Secondary data consists of three types and sources of legal material, namely: 1) primary legal material, 2) secondary legal material, and 3) tertiary legal material. The data collection method for this study involved a literature review of legal materials. Furthermore, the data analysis in this study is descriptive in nature. Research findings indicate that a Notary/PPAT may be held administratively, civilly and criminally liable if it is proven that they have intentionally colluded with the parties involved, thereby causing harm to another party. There are currently no provisions in legislation or government regulations to protect Notaries/PPATs from civil or criminal lawsuits. However, it should be noted that every person is entitled to fair legal protection and certainty in accordance with Article 28 (D) section (1) of the 1945 Constitution; therefore, Notary/PPAT are also entitled to the same legal protection.*

Keywords: *Deeds of Sale; False Statements; Legal Protection for PPATs.*

1. Introduction

Ensuring legal certainty regarding the transfer of land rights is crucial to prevent future disputes. Indonesian agrarian law, based on Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), stipulates that the transfer of land rights must be carried out in an orderly and registered manner to ensure legal certainty for all parties. This provision is further reinforced in Government Regulation Number 24 of 1997 concerning Land Registration, which states that every transfer of land rights must be registered with the land office to be legally valid and have full evidentiary force, provided that the contrary cannot be proven in court.

Land registration is carried out to obtain legal certainty of land rights, because it is an obligation for the relevant rights holder and must be carried out continuously every time there is a transfer of rights to the land in order to inventory data relating to the transfer of rights to the land, according to the Basic Agrarian Law and Government Regulation Number 24 of 1997 in order to obtain a land certificate as strong evidence.

Land disputes are now unavoidable. This situation demands improvements in land management and utilization to ensure public welfare, particularly with regard to legal certainty. Disputes generally arise from agreements between two or more parties, where one party breaches or fails to fulfill its obligations. These legal disputes typically begin with complaints from certain parties, both individuals and legal entities, containing objections and demands regarding land rights, both regarding status and ownership, with the hope of resolution through administrative mechanisms.

This research will discuss one of the sale and purchase disputes between SJ as Plaintiff 1, EO as Plaintiff 2 and MM as Defendant 1, SJI as Defendant II, there was a change of name of the Certificate of Ownership in the name of SJ as Plaintiff I which had been changed to MM as Defendant I. Based on the Deed of Sale and Purchase No. 23/2014 dated February 5, 2014 made by Notary/PPAT IS (defendant III) as PPAT in South Konawe Regency, while Plaintiff I felt that he had never sold land to Defendant I. Even if there were letters signed at the Notary/PPAT Office or there was an allegation of bad faith by Defendant I in collaboration with Defendant III, the Deed of Sale and Purchase was inserted. However, the PPAT was not informed from the beginning before signing the Sale and Purchase Deed by the Plaintiffs and Defendants I and Defendant II that they had signed a Sale and Purchase Agreement for the land belonging to the Plaintiffs. The contents of the sale and purchase agreement were cooperation in processing the land belonging to the Plaintiffs for a housing area which would be managed by Defendant I and Defendant II as investors in the building and infrastructure while the Plaintiffs were the land owners, this was stated on page

one of the agreement. Feeling aggrieved due to the bad faith of Defendant I, the Plaintiffs filed a lawsuit with the Kendari District Court on the basis of default and requested that the sale and purchase and AJB be canceled.

This research is important to analyze the legal-normative position of land sale and purchase deeds made before a PPAT when challenged by the plaintiff, both the PPAT's responsibility from a normative legal perspective and legal protection for the PPAT who is named as the defendant in this case. This research is expected to contribute to strengthening legal certainty, protection for Land Deed Making Officials, and maintaining the authority of authentic deeds made by PPAT as a public official.

This research aims to know and analyze the legal responsibility and legal protection of Land Deed Making Officials for Sale and Purchase Deeds containing false information in Decision Number: 35/Pdt.G/2025/PN.Kdi.

2. Research Methods

In compiling this research, the author used a normative juridical approach. The research specifications used in this study are normative. Data collection method from literature study and data analysis methods in this thesis research is descriptive data analysis.

3. Results and Discussion

3.1. Not quite enough Legal Response of Officials Land Deed Maker for a Sale and Purchase Deed containing False Information Decision Number: 35/Pdt.G/2025/PN.Kdi

A Land Deed Making Officer, abbreviated as PPAT, is a public official authorized to issue land deeds related to the transfer and encumbrance of land rights. Deeds prepared by PPATs play a crucial role in the land registration process, serving as the basis for the registration process. Therefore, PPAT deeds must be prepared in accordance with the format and procedures stipulated in Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency (PERKABAN) Number 16 of 2021. This is crucial to ensure that PPAT deeds maintain the authenticity requirements and maintain their legal validity. Loss of authenticity in a deed will impact the verification process.

The existence of an authentic deed and a public official in Indonesia is regulated in Article 1868 of the Civil Code which states: "An authentic deed is a deed in the form determined by law made by or before a public official authorized for that purpose at the place where the deed was made." An authentic deed is a deed made before an official authorized for that purpose according to the provisions of the law. An authentic deed is a binding and perfect evidence. The PPAT deed has a very important meaning in land rights transactions and/or apartment unit ownership rights, because it has uses or benefits as evidence.

The position of the case is that the plaintiffs provided data and information to the Land Deed Official (PPAT) in the form of payment receipts and statements

that the land had been legally sold. However, it was later discovered that the receipts were fake and that there was a previous Sales and Purchase Agreement (PPJB) regarding cooperation in processing the land owned by the plaintiffs for a housing complex that would be managed by Defendant I and Defendant II as investors for the building and infrastructure that was never shown to the PPAT.

The result of the decision is that there is a land dispute lawsuit in the Andoolo Court between EO and SJ as Plaintiffs against the Southeast Sulawesi Regional Police Mobile Brigade Unit as Defendant on the same land object, therefore it is not continued because the plaintiff's lawsuit lacks parties or is incomplete, to resolve this dispute problem all parties related to the dispute need to be drawn to place the area of the land object of the case so that there is no Obscur Libel related to the object land area in its area. So that it is clear that the legal certainty as the owner of the land object is legitimate according to the law and the certificate issued is safe from overlapping.

Hans Kelsen's theory of legal responsibility states that legal responsibility arises when a legal subject violates a legal obligation. In the context of Land Deed Officials (PPAT), this theory can be used to analyze the extent to which PPATs can be held accountable for the preparation of a Deed of Sale and Purchase (AJB) that is based on a false receipt or false information from the parties.

In the author's opinion, PPAT basically works based on the principle of formality of proof. This means, PPAT only records and sets out the wishes of the parties into an authentic deed based on the documents and information presented before him. In this case, it also adheres to the principle of trust, meaning that every person who will enter into an agreement will fulfill every achievement made between them in the future. PPAT does not have the authority to investigate materially hidden legal relationships between the parties if the fact is not disclosed or cannot be known reasonably. Therefore, if the PPJB regarding land management for housing is deliberately hidden by the appearers, then this is beyond the knowledge and responsibility of PPAT as long as the PPAT has acted carefully, meticulously, and according to procedure.

Provisions regarding legal sanctions that can be imposed on PPATs who intentionally and in collaboration with one party cause harm to the other party have been regulated in legislation in the form of liability. This legal liability can also be divided into three types:

a. Administrative responsibilities

Administrative responsibility by PPAT related to deliberate, negligent and/or careless actions in carrying out his authority, namely making authentic deeds, is the imposition of administrative sanctions. The imposition of these administrative sanctions is adjusted to the quantity and quality of violations committed by the member. Administrative sanctions that can be imposed on PPATs who violate Article 6 paragraph (1) of the PPAT Code of Ethics include: reprimands, warnings, temporary dismissal, honorable dismissal, dishonorable dismissal.

b. Civil liability

The civil liability of a Land Deed Official (PPAT) relates to any discrepancies, negligence, and/or omissions in the preparation of a deed that deviate from formal and material requirements. In this case, the PPAT may not only be subject to administrative sanctions but also the possibility of being sued for damages through formal civil proceedings by the aggrieved parties. The PPAT may be held civilly liable if the parties breach the agreement.

c. Criminal liability

Imposition of criminal sanctions against Land Deed Making Official (PPAT) can be done as long as a PPAT has made a fake letter or falsified a deed with the qualification of a criminal act. Articles regarding the criminal act of forgery of documents are regulated in Article 391, Article 392, Article 393, and Article 394 of the Republic of Indonesia Law Number 1 of 2026 concerning Adjustments to Criminal Provisions.

In this research, the Notary/PPAT with the initials IS only made a Sale and Purchase Deed Number 23/2014 dated May 5 2014, made based on the wishes of the Parties. The Notary/PPAT did not know and was not informed of the existence of a Sale and Purchase Binding Agreement which the Parties had previously agreed to cooperate in managing land belonging to the Plaintiffs for a housing area which will be managed by Defendant I and Defendant II as investors in the building and infrastructure, while the Plaintiffs are the land owners.

In the author's opinion, if it is related to the case of the Notary/PPAT with the initials IS, it is necessary to first find out whether the PPAT was really involved in the falsification of receipts and was aware of the existence of this. The Sales and Purchase Agreement or PPAT is only a victim of the bad faith of the Applicants (Plaintiff and Defendant) who did not tell the truth to the PPAT. It was revealed that there had previously been a Sales and Purchase Agreement between the Plaintiff and Defendant that had been made and was not shown to the PPAT before the making of the Sales and Purchase Deed. The letter turned out not to contain a pure sales and purchase agreement, but rather a land management cooperation agreement between the parties. As a result, the AJB made by the PPAT did not reflect the actual legal situation, thus causing disputes and losses for one of the parties. When a PPAT knows that there is a Sales and Purchase Agreement (PPJB) that shows that the sale and purchase transaction has not been fully completed, but still makes a Sales and Purchase Deed (AJB) using a fake receipt as if the payment has been paid in full, then this action gives rise to serious legal problems.

This case concerns the negligence of a Land Deed Official (PPAT) in failing to request or examine important documents such as the Sales Tax (PPJB) and could be considered a breach of official duties. Although the PPAT may not have known the true nature of the parties' relationship, such carelessness still carries administrative consequences. The PPAT can be subject to sanctions ranging from

a warning, temporary suspension, or even permanent dismissal, depending on the severity of the proven error.

From a civil perspective, due to this negligence, one of the parties suffered a loss because the land rights were transferred through an AJB that was not in accordance with the original intentions of the parties. In this context, the PPAT can be held responsible for unlawful acts as regulated in Article 1365 of the Civil Code which states "Every act that violates the law and causes loss to another person, requires the person who caused the loss due to his fault to compensate for the loss." The element of negligence of the PPAT by not implementing the principle of caution and the existence of a causal relationship between the PPAT's actions and the losses incurred are the basis for demanding compensation. Thus, the PPAT can be required to compensate for material and immaterial losses experienced by the injured party.

Furthermore, in the criminal realm, the responsibility of a PPAT depends heavily on whether or not there is an element of intent. If, during the evidentiary process, it is discovered that the PPAT was aware of the existence of a Sales and Purchase Agreement containing a land management cooperation agreement and knew that the receipt used was fake but still included it in the deed, then the provisions in the deed may be applied. Article 391, Article 392, Article 393, and Article 394 of the Republic of Indonesia Law Number 1 of 2026 concerning Adjustments to Criminal Provisions. The PPAT's involvement in this case can be categorized as participating in or assisting in the commission of a crime, especially if there is evidence that he or she knew about and continued the deed-making process. In such circumstances, the PPAT is no longer merely negligent, but has actively played a role in creating a deed that does not comply with the law.

On the other hand, if the Land Deed Official is truly unaware of the existence of the Sale and Purchase Agreement because it was never shown to him by the parties, and there is no indication that should raise suspicion, then criminal responsibility cannot generally be imposed on the PPAT. In this case, the PPAT's responsibility is more appropriately placed in the administrative and civil realm as a form of negligence in carrying out his official duties.

3.2. Legal Protection Land Deed Making Official Against the Lawsuit of the Parties Regarding the Land Sale and Purchase Deed Containing False Information in Decision Number: 35/Pdt.G/2025/PN.Kdi

Legal protection and guarantees for Notaries and Land Deed Officials (PPAT) are mandatory to ensure the fulfillment of their legal service function. Legal protection is provided by law when carrying out their duties and responsibilities, providing testimony in court. One of the legal protections for Notaries and Land Deed Officials (PPAT) is called the Right of Refusal. The Right of Refusal is the right of Notaries and Land Deed Officials (PPAT) to testify in court, not limited to matters stated in the Deed they have drawn up and can be referred to as an obligation to remain silent. Notaries and Land Deed Officials (PPAT) may exercise

the right of refusal, provided they have a very close family relationship, are at risk of criminal penalties, or have their position, job, or official secrecy violated.

Sometimes, it is suspected that the PPAT intentionally or unintentionally together with the parties/applicants to make a deed with the intention and purpose of benefiting certain parties or applicants only and harming other applicants must be proven in court, so that it is not uncommon for the Land Deed Making Officer to be asked for information in court as a form of proof of the deed made, whether as a witness, suspect or defendant.

Based on the provisions in Government Regulation Number 37 of 1998 concerning the Regulation of the Position of Land Deed Making Officials, as well as in the Regulation of the Head of the National Land Agency Number 1 of 2006 concerning the Implementation Provisions of Government Regulation Number 37 of 1998 as amended by Government Regulation Number 24 of 2016 concerning the Regulation of the Position of Land Deed Making Officials, as provisions for PPAT, there are no regulations regarding legal protection for PPAT itself, in other related regulations Land Deed Making Officials are not regulated either, so there needs to be a legal basis regarding this, because PPAT has a fairly large role in assisting government duties, especially in the land sector. So in the case of a PPAT also being called in a certain case, where he is made a witness or suspect or defendant, then to what extent does he receive protection as a Public Official carrying out his position, he is processed in a general manner in accordance with the Criminal Procedure Code (KUHP), and there is no special procedure as applied to the position of Notary/PPAT.

Often, the Land Deed Making Officer (PPAT) in a civil lawsuit is brought in as a co-defendant or even the main defendant. The concept of legal protection is a form of how a legal subject receives protection for their rights and obligations. Philipus M. Hadjon defines legal protection as an action to protect or provide assistance to a legal subject, using legal instruments. Furthermore, there are two types of legal protection: repressive and preventive. Repressive legal protection aims to resolve a problem, while preventive legal protection provides legal subjects with the opportunity to raise objections or express opinions before a government decision is finalized.

Based on the analysis knife In the legal protection theory of Philipus M Hadjon, there are 2 (two) forms of legal protection, namely preventive legal protection and repressive legal protection. In relation to the case above, the parties came to the Notary/PPAT Office with the initials IS with the aim of making a Deed of Sale and Purchase as the basis for changing the name of the certificate at the National Land Agency. The Deed of Sale and Purchase was made at the request of the parties, but later the Deed was disputed. After this case was filed in the District Court, it was revealed that there was a Sale and Purchase Binding Agreement before the signing of the Deed of Sale and Purchase before the Notary/PPAT with the initials IS. The parties from the beginning did not tell the truth so that the

Notary/PPAT was also dragged into being a defendant in the decision number: 35/Pdt.G/2025/PN.Kdi, then the protection can be explained as follows:

Preventive Protection (Prevention): This protection can be realized through the application of the principle of prudence by the Land Deed Official (PPAT). In addition, PPAT is protected while carrying out his duties in accordance with the procedures of Government Regulation Number 37 of 1998, namely checking the validity/authenticity of land certificates, the identity of the parties, ensuring the presence of the parties, and check the completeness of supporting documents before the deed is signed.

Repressive Protection (Lawsuit Handling): Repressive protection is provided when a Land Deed Official (PPAT) faces a lawsuit or legal proceedings due to a deed they have drawn up. Therefore, the PPAT can defend themselves by demonstrating that they have carried out their duties in accordance with legal procedures and have no ill will or involvement in data falsification. If it is proven that the PPAT only recorded the parties' statements without knowledge of the falsity, then legal responsibility rests with the parties who provided the false information. In this case, The PPAT is not civilly responsible for false information provided by the seller/buyer as long as the PPAT has acted in accordance with standard procedures. The PPAT can also use the right to refuse (not to give testimony) if his statement could endanger his criminal position in the case.

In the author's opinion, if a Land Deed Official (PPAT) is proven negligent, fails to apply the principle of prudence, or even assists in data falsification, then the PPAT can be held accountable administratively, civilly, and even criminally. Therefore, legal protection for PPATs is essentially provided as long as the PPAT carries out its duties and authorities in accordance with legal provisions, acts in good faith, and applies the principle of prudence in drafting land sale and purchase deeds.

4. Conclusion

The Land Deed Making Officer (PPAT) makes a Sale and Purchase Deed based on the wishes of the parties, if an agreement or Sale and Purchase Binding Agreement occurs before the Deed is signed without the knowledge of the PPAT and the parties do not tell the truth, then This matter is beyond the PPAT's knowledge and responsibility, as long as the PPAT has acted carefully, meticulously, and in accordance with procedures. The PPAT also does not automatically bear collective responsibility for the actions of the parties appearing, unless it is proven that the PPAT had knowledge of, assisted in, or was negligent in verifying the formal requirements for the deed of sale. Legal protection for PPAT against lawsuits from parties regarding Sale and Purchase Deeds containing false information, in accordance with Article 28 letter D paragraph (1) of the 1945 Constitution, in line with Article 22 paragraph (1) of Government Regulation No. 37 of 1998, which states that the PPAT deed must be read or its contents explained to the parties in the presence of at least 2 (two)

witnesses. Therefore, what the Notary/PPAT does is with the initials ISis in line with the rules governing the position of PPAT, namely reading the contents of the deed and the parties clearly understand the contents and intent of the deed before finally being signed by the parties appearing. For PPAT, to avoid any indication of forgery of documents, it is necessary to be careful in making authentic deeds including the Sale and Purchase Deed of transfer of rights so that the parties feel safe and there are no civil or criminal lawsuits in the future. To be a concern for IPPAT administrators so that no PPAT is sued for an authentic deed made with the will of the parties, a legal breakthrough is needed in regulating protection for PPAT so that no PPAT is involved in legal problems caused by parties who have bad intentions.

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