

LEGAL PROTECTION OF NOTARY/PPAT IN MAKING DEEDS BASED ON FAKE INFORMATION (CASE STUDY OF DECISION NUMBER: 73/PDT.G/2012/PN.PL)

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ABSTRACT

Abstract: A Notary is a public official who is authorized to perform certain legal formalities, especially to draw up or certify contracts, deeds, and other documents for use in other jurisdictions. The Land Deed Making Officer or PPAT is a public official who is authorized to make certain deeds related to land belonging to Flats Units. The Notary/PPAT is responsible for upholding integrity and morals. Legal protection and guarantees for the Notary/PPAT are needed for the implementation of the legal service function. Protection is needed to protect Notaries/PPATs who have carried out deed-making activities carefully and professionally in accordance with legal provisions and statutory regulations. Notaries/PPATs often receive false information or documents from parties, so Notaries/PPATs are suspected of being involved in criminal or civil cases. The purpose of this study is to examine the legal provisions for the protection of the position of Notary/PPAT in making Deeds based on False Statements (Case Study of Decision Number 73/PDT.G/2012/PN.PL). The research method uses a normative legal approach with qualitative descriptive data analysis. The results of the study show that Notaries/PPATs have the right to obtain legal protection in order to create legal certainty as public officials whose function is to provide services to the public. Notary/PPAT is not responsible in terms of fraud and mistakes made by the parties. The Notary/PPAT is only in charge of recording what is conveyed by the parties to be further stated in the deed or party. The legal protection provided by the state with regulations or legal rules is considered optimal in protecting Notaries/PPATs.

Keywords: Notary/PPAT; Deed; False Statement; Legal Protection

Introduction

Notary Public is one profession honorable, noble, and noble (*officium nobile*). Authority Notary Public among other things makes Deed Authentic about circumstances, events and/ or deed law of the parties. parties _ present before _ Notary for action or desired action done will recorded to in Deed Authentic in accordance with authority Notary. Furthermore Notary Public make Deed on request or the wishes of the parties the so that happen connection law between the Notary and parties the. Notary Public must ensure that The deed he made has in accordance according to rule applicable law, so the interests concerned protected with Deed the. Deed Authentic own strength formal proof that is truth and certainty date Deed, truth sign existing hand in Deed, identity from those present or compare n nor place Where Deed That made so that apply to everyone. (Adhyaksa, 2020)

According to Budi Harsono , in Regulation Government Number 37 of 1998 Article 1 point 1 states that the PPAT is the official general have authority To make Deeds authentic about rights on land or right owned by unit House stacking, and Deed gift power For impose Mortgage Right. An official general is a person who is appointed by the agency that owns authority for on-duty serving the public common in the field or activity certain (Harsono, 2007).

Furthermore, in Article 1 paragraph (1) Regulations Government Number 24 of 2016 concerning Changes to Regulations Government Number 37 of 1998 concerning Regulation Official Maker Land Deed stated that "PPAT is official general have authority for making Deeds authentic regarding Land Rights or Ownership Rights over Flats Units." Property rights are right eigen Dom (Ooster eigendomsrecht) which means right material (zakelijkrech) proposed by Van Villenhoven from De Indonesier's book en zijn Ground or the book of Indonesian people and their land which contains "who owns authority For use or enjoy object That to the limit and to the fullest dominate the object as wide as possible " (Ayu & Rahayu, 2019).

A notary / PPA is required to Can give access to information and regulations related to legislation to the parties in signing Deed (Indriani, 2016). If walk in accordance with the corridor or provision law, then the connection between the parties (community) with Notary /PPAT will create positive and giving relationships order and security in the center public (FR, 2021b).

Notary/PPAT gets protection law by law if, in operating duties and responsibilities, he replied required to give testimony beforehand in court. one protection law to the Notary/PPAT is called a Right of Denial. Denial Right is the right for Notary/PPAT to give testimony beforehand to the court that doesn't limit will the things listed in the deed he made, however, the whole fact is related to Deed. The right of denial can be called an obligation For No talk. Notary/PPAT can use the right to disavow with provision own connection very close family, danger-imposed punishment crime, position; work and secrets position. (Aman, 2019)

Making Deed Authentic by Notary/PPAT no seldom raises problems for the parties. Deed Authentic the suspected load information a fake that harms one party or second split party so that Notary/PPAT made witness until called in a trial. Article 37 of the Law Republic of Indonesia Number 12 of 2006 concerning Citizenship The Republic of Indonesia provides penalty criminal to problem this. Penalty criminal related problem above is also set more carry on in Article 242 of the Criminal Code (KUHP) and Article 281 of the Act Number 1 of 2023 (New Criminal Code), meanwhile threat punishment civil i.e. give change make a loss on losses incurred _ to si sufferer or the parties. on the basis the above then needed something protection law preventive to Notary Public in operating position as General Office. (Sjaifurrachman & Adjie, 2011)

Form the protection provided No For protect Notary/PPAT of mistakes made _ will but protection For Notary/PPAT who must do activity making Deed as provision law nor regulation legislation. Besides that, Forgive protection to Notary/PPAT who has carry out tasks or obligations with characteristic prudence and professionalism (Wijayanto, 2017).

The government through the Minister of Agrarian Affairs and Spatial Planning/ National Land Agency formed the PPAT Board of Trustees and Supervisors which is an assembly to which the Minister has given authority for coaching and supervision against PPATs. One of the fungus of The PPAT Board of Trustees and Supervisors are For realizing PPAT that is professional, has integrity, and implements PPAT positions are appropriate with provision regulation legislation and the Code of Ethics.

Legal protection for the position of Notary /PPAT is regulated more carry on in Jurisprudence Supreme Court that is Decision Supreme Court Number 702 K/Sip/1973 dated 5 September 1973: "... Notary function only record or write whatever is desired and stated by the parties who appear Notary Public the. Nothing _ obligation for Notary Public For investigate in a manner material anything (things) raised by the appeared before Notary Public those".

In the making Deed Authentic, Notary/PPAT, not the party so if there are documents and/ or proof used fake _ nor be delivered to Notary by the appeared must become not quite enough answer from the appearers alone and in charge answer criminal No can charge to Notary/PPAT in operate his profession. On another side, Notary/PPAT is also not can ensure the authenticity given documents to him. A different thing can enforce criminal to Notary/PPAT if fraud or document false originate from Notary Public That alone.

In a lawsuit, civil rights in the case sell buy Lots found lawsuit filed _ to Notary / PPAT. Notary/PPAT sued on making a Deed of sale and purchase and becoming party defendant. Problems in the field sell buy land, often happen moment This although Already Lots of regulation law, and system latest from the government. No abolishment or reduce disputes in ownership land in Indonesia (Lidiyana & Rahayu, 2021). As example, in case Number:73/PDT.G/2012/PN.PL Notary /PPAT Farid, SH and Notary & PPAT Jao Yuliana, SH became Defendant III and Defendant IV. The sale and purchase deed made by Defendant III is assessed No valid and not have strength law tie or proof Because Defendant I with on purpose oppose law without approval and permission from Plaintiff enter his name as buyer in Deed of Sale and Purchase Number 22/7 PB/1993 dated 11 January 1993. Further, Defendant I is given party authority For managing the selling process buy No as Party Replacement buyer Plaintiff so that his prophecies rated oppose the law.

The claim process continues until level Reconsideration (PK). The Panel of Judges stated Deed Number 22/ 7.PB /1993 dated 11 January 1993 and Deed of Sale and Purchase Number 584 B/154 B/PB-JB/2012 dated 20 June 2012 made in front of Defendant III (Notary / PPAT) and Defendant IV (Notary & PPAT) did not have law bind. Writer furthermore lifts study with the title "Legal Protection Against Notary /PPAT Under Construction Deed Based on Information Fake (Case Study Decision Number: 73/PDT.G/2012/PN.PL).

Research Method

The type of research used in research This is study law normative. Nature of research This characteristic descriptive. The type of research used is secondary data. Secondary data collection techniques used _ is studies document / literature study. After researcher gather material, the law will used so furthermore done analysis use method deduction from submission major premise or statement characteristic general and continued with submission minor premise that is special

Results And Discussion

Authority and Obligation Notary / Office Maker Related Land Act (PPAT). by Legal Protection of the Notary Department / Office Maker Land Act (PPAT) Under Construction Act Based on Description False

Notary Public is official based general Constitution Number 2 of 2014 concerning Change on Constitution Number 30 of 2004 concerning the Position of Notary own authority for make Deed Authenticity and authority others as meant in Constitution this. Furthermore, in the explanation mentioned that Notary Public is official authorized general for make Deed Authentic so far making Deed Authentic certain No specialized for official other. Understanding the refers to the duties and powers carried out by a Notary, a Notary Public own task as official common and have authority for make Deed authentic as well as authority others are arranged in UUJN ([Ansori, 2009](#)).

Notary Public own regulated powers in in Article 15 of the Law regarding the Position of Notary which contains, " Notary authorized make Deed authentic about whole deeds, agreements, or determination required by law legislation and/ or as desired by interested parties For stated in Deed authentic, guaranteed certainty date making deed, save Deed , give grosse, copies and excerpts Deeds, everyone That throughout making Deed not assigned either or excluded to other officials or other people determined by law.

Beside authority above, Notary also has a number obligations that have outlined in Article 16 of the Law regarding the Office of Notary. Obligation Notary Public among others ([Indonesia, 2004](#)):

- a. Act trustworthy, honest , thorough , independent , no take sides , and guard interest related parties _ in deed law ;
- b. Make Deed in form Minutes Deed and saved as part Protocol Notary. this intended For the guard to Authenticate something Deed with keep Deed in form original, if

- There is forgery or abuse grosse, copy , or the quote can quick is known with easy with match it with original ;
- c. Paste letters, documents , and fingerprints finger facing Minutes Act .
 - d. Issuing Grosse Acts, Copies of Acts or Quotation Act based on Minutes Act. Act issued _ consists of on the first Grosse, next only issued above command court;
 - e. Give service in accordance with provision in Constitution this, except There is reason For refused (reasons that resulted in Notary Public No side, for example exists connection blood or cement with Notary Public Alone or with husband mapun his wife, one party have no ability Act For do something , or matter others who don't permitted by law);
 - f. keep it a secret all something about the deed he made and all information obtained For making Deed in accordance with oath or promise position, excluded if Constitution determine other. Obligation in keep it a secret all something related with Deeds and other letters, among others, for protect interest whole related parties _ in Deed such;
 - g. Binding Act made in time of 1 (one) month to be book that contains no more of 50 (fifty) Act , and when sum Act no can loaded in one book , then Act the said can bound to be more from one books , and notes sum Minutes Act , month , and year manufacturing on the cover each book . Deeds and letters made by a Notary the said as documents official nature authentic until need security good for Act that own as well as against the content. This thing done for prevent abuse regularly no responsible answer;
 - h. Make a list of Deed protest will No paid or no received letter precious;
 - i. Make a list of related Deeds with will according to order time making Deed every month. Important For give guarantee protection to interest expert heir, where every moment can done checking or tracking will truth from something Deed will made before notary;
 - j. Sending a list of specified Deeds in letter or a nil list that intersects with will to testament center in administering ministry affairs government in the field law in period 5 (five) days per week First every month next;
 - k. Record in the repertorium will date delivery of testament lists on each end month. Recording in the repertorium done moment day delivery, p following important For proving that obligation Notary Public has implemented;
 - l. Has a stamp or stamp by the national emblem of the Republic of Indonesia and the space surrounding it written down name, position, as well as place the position concerned;
 - m. Read Deed ahead facing with attended by at least 2 (two) witnesses, or 4 (four) witnesses special For making Deed testament below _ hand , and signed moment also by appearers, witnesses, and notaries. Notary Public Alone must present in a manner physical and signed Deed in front of appeasers and witnesses; as well as
 - n. Accept apprenticeship candidate Notary. Apprentice acceptance candidate Notary Public It means preparing the candidate Notary to get become a Professional notary.

Making a Deed by a notary submits to law agreement so that if making a Deed based on information false caused by the existence of faith bad that resulted in it was broken condition objective stipulated agreement more carry on in Article 1320 of the Civil Code (KUHPperdata). Condition This furthermore can result in Deed Notary Public becoming null and void. Notary Public is entitled to get protection laws and guarantees for the sake of the creation of certainty law as official functioning public gives service to the whole society.

Legal Protection against Notary Public the in a manner technical in Regulation of the Minister of Law and Human Rights Man Number: M.03.HT.03.10 of 2007. There is CHAPTER IV of the Minister of Law and Human Rights the arranged Terms and Procedures for Summons Notary, that is by ordinance _ as follows:

- a. Investigator, Public Prosecutor, or Judge for the sake of necessity from the judicial process Can For call Notary Public as witnesses, suspects, or defendants with give a submission application written to the Assembly Regional Superintendent with a copy to the Notary concerned and loading _ reason calling Notary Public as witnesses, suspects, or defendant ;
- b. Assembly Regional Superintendent gives agreement calling concerned notary If there is guess follow criminal related with Deed and/ or the letters attached to the Minute Deed or Protocol Notary Public in storage Notary, or Not yet fall right demand based on provision about expired in regulation legislation in the field criminal;
- c. Agreement Assembly Supervisor given after hearing information from the notary concerned;
- d. Assembly Regional Superintendent does not give agreement to Investigator, Public Prosecutor, or Judge for calling Notary Public as witnesses, suspects, or defendant if no fulfill provision point c above;
- e. Assembly Regional Superintendent is mandatory to give agreement or No give agreement in a manner written in the period a maximum of 14 (four twelve) days counted since received letter application
- f. In case period time 14 (four twelve) days counted from received letter application missed then Assembly Regional Superintendent considered agree.

Authority the then delete with exists Decision Court Constitution Deep number 49/PUU-X/2012 Amar the verdict disconnects delete the phrase “with agreement Assembly Regional Superintendent” contained in Article 66 paragraph (1) of the Law Number 30 of 2004 concerning the Position of Notary. However, in 2014 it happened to change in UUJN provisions namely with the formation institution protection new law for Notary, that is Assembly Honor Notary (MKN). MKN consists of the Central MKN formed by the Minister and domiciled in the capital The Republic of Indonesia and the Regional MKN formed by the Director General in the name of the Minister and domiciled in the capital Province (Wattimena, 2021).

MKN Region according to Article 18 Permenkumham Number 7 of 2016 concerning Assembly Honor Notary, besides having the task for give protection law to Notaries also have a function For do coaching related to dignity and honor Notary. Regional MKN is also given authority by Ministerial Regulation in Article 20 Regulation of the Minister of Law and Human Rights Man Republic of Indonesia Number 7 of 2016 concerning Assembly Honor Notary Public related to duties and functions as implementation from Article 66 UUJN.

Protection Notary Public arranged in provision another, with details:

- a. Article 6 of the Law regarding the Office of Notary discusses procedures taking Minutes Deed and summons notary;
- b. Article 50 and Article 170 of the Criminal Procedure Code, Article 1909 number 3 of the Civil Code (KUHP), Article 146 paragraph 1 number 3 HIR, Article 277 HIR, Article 16 paragraph 1 letter e of the Notary Office Law who discusses right disavow notary;
- c. Decision Supreme Court Number. 702 K/SIP/1973, where jurisprudence This can use as base judge's consideration of a number of related cases with follow crime faced by a notary who contains that, "a Notary Public only function For record or write what is desired and stated by the parties facing Notary Public it . So that if Deed is made in front of the Notary Public later day arise problem so will fully become not quite enough responsibility of the parties, Notary No Can follow involved Because Notary Public is outside the parties in Deed the.
- d. Article 66 paragraph 1 of the Law Number 30 of 2004 concerning the Notary Office, where If want call a Notary, Police, Attorney, or the judge should get MPD approval or Assembly Regional Supervisor. If without agreement, investigator No can in a manner direct call or inspect the concerned notary. Further, procedures handling as well as procedure calling Notary Public arranged in Regulation of the Minister of Law and Human Rights Man Republic of Indonesia Number M.03.HT/10 of 2007 concerning Taking Minutes Deed and Summons Notary.

MPD authorized For stage trial and examine Notary Public the For is known is Correct guess violation crime he committed related with Deed made. Then in Constitution Number: 2 of 2014 concerning the Position of Notary Public, established institution protection New notary _ that is Assembly Honor Notary (MKN) who gave contribution optimal law against institution Notary Public in operate his job as protection law . Next inside Regulation of the Minister of Law and Human Rights Man Republic Indonesia Number: M.03.HT.03.10 of 2007 concerning Taking Minutes Deed, there is a provision about taking Minutes Deed. MKN is independent because existence No is a subsection from the government appointed to him or in each decision No can disturb sue. In UUJN-P, MKN has a period of 30 days' time for giving agreement or No giving agreement in a manner written to an investigator since receiving a letter application from an investigator. If in range time the No there is the answer, Assembly honor will be considered agreed on the request in question. Form protection the as well as room scope

MKN authority is expected can give something clarity to received notary _ protection law from agency Notary. Another goal i.e., with the hope institution Notary Public No will be blamed by other parties concerned with the deed he made. However, if Notary Public is proven to do something following criminal or in error then it is concerned must responsibly answer in a manner criminal when in the process of proof

Forgiving excuses in law criminal too applied in decision Because what a notary does is not intentional and is unknown by Notary Public so the No is an error from the party Notary. Notary Public new will imposed criminal limitations namely:

- a. There is action law from Notary Public yes concerned to the aspect from outward, formal, and material will Deed done in a manner full with awareness and existence planned intention;
- b. There is action law conducted by a Notary in making No deed in accordance based on the assessment made by the Assembly Honor Notary.

Protection law Besides granted by law through Assembly Honor Notary, available protection law can be attempted by the Notary Alone when happening problems, including: (Yunia & Hidayati, 2020)

- a. Control law in a manner good and true to all provision laws/regulations existing legislation connection duties and positions as Notary. Notary law is in fact forest wilderness that is Lots very provision law nor regulation mandatory legislation mastered by every notary;
- b. Try chase truth material on plan Deed to be made before him;
- c. Notary Public must be intelligent, thorough, thorough, and neat in making Deed more so if already related to aspect law which is deed loaded law in Deed. In case thereby Notary Public must truly be careful in the sense studied repeat Don't until Then Can cause harm to related parties in connection with making loaded law in Deed.

As step looks for truth material as mentioned in point B above, as well exists step Notary Public gives education to the appeasers will risk or the consequences that arise on deed the law will should be done by the appearers can give protection for self-Notary Public That alone. In Article 15 paragraph (2) letter e of the Law regarding the Office of Notary mentioned " Notary authorized give advice law about making Deed". So that desire facing poured into something Deed notary and notary the authorized give counseling or advice related provision law to the action requested by the plaintiff. Notary Public needs to do education or coaching as steps for the activity to be carried out No put aside regulations existing laws and facts (Abady & Rahayu, 2023).

Based on description the of the about form of protection law provided by law to Notary, then can conclude that when there is exists a complaint or involving cases Notary Public must pass council approval set law.

Moral protection by members/administrators' organizations can participate given i.e. with do accompaniment with follow as well as in each inspection process Good in stage investigation or in stage of the trial process. The provision about organization Notary Public determined in Article 82 paragraph (2).UUJN-P which regulates the Organizational Forum Notary Public as referred to in paragraph (1) namely Bond Indonesian Notary (INI). Giving protection law to members, given in framework as a commitment on mark togetherness from fellow colleague profession and commitment to nobility dignity Notary Public as General Officer. THIS aims to give guarantee protection against notaries _ with profession and position as official public. This is a continuation from *De Nederlands-Indische Notarielle Vereeniging* which was established in Batavia on 1 July 1980. This also received legal entity approval on September 5, 1908, and was amended to INI based on the Decree of the Minister of Justice the Republic of Indonesia Number C2-1011.HT.01.06 Year 1995 so organization profession position Notary Public This shaped association body law (FR, 2021a). Protection gave law by the state with the regulation or rule law rated Already optimal enough protect Notary, however to the organization, Notary Public in give protection law for Notary in practice in the field often found and frequently exists harmful distortion Notary Public alone.

Furthermore, Official Maker Land Deed or PPAT is Awarded General Office authority for make Deeds land certain as arranged in regulation legislation. Then the PPAT is appointed and dismissed by the Minister who runs it part affairs government in the field land. Further, the PPAT is appointed by the Government represented by the National Land Agency (BPN) and serves need public will Deed transfer right on land, Deed loading right on land, and deed gift power loading right dependent arranged in regulation applicable laws (Muchsin et al., 2020). According to Adelman: 2015l Law et.al.: 2018; Halbac-Cotoara-Zamfir et.al.:2019 mentions *as the growth of population increases human needs, have an impact on the environment*. So that can mean, growth from population man follow increase desire or need man That alone. Desire or need This furthermore impact on the environment one of them No friendly environment (Susanto et al., 2020).

legal basis for a PPAT consists of: on Regulation Government Republic of Indonesia Number 24 of 2016 concerning Changes to Regulations Government Republic of Indonesia Number 37 of 1998 concerning Official Position Regulations Maker Land Deed. Since enactment Constitution Number 5 of 1960 concerning basic rules Agrarian determined transition right on land based on the Regulation of the Minister of Agrarian Affairs and Spatial Planning/ Head of the National Land Agency Number 3 of 1997 concerning Provision implementation Regulation Government Number 24 of 1997 concerning Hold Registration in conjunction with Regulation of the Minister of Agrarian Affairs and Spatial Planning for the Regional Office of the National Land Agency Number 16/2021 (Regulation Government Number 24 of 1997 jo Regulation of the Minister of ATR KBPN No.16 of 2021) which contains transition right on land and rights owned by on unit House stack with sell-buy, exchange, grant, as well income in

company (*inbreng*) and deeds law transfer right other except transfer right with that auction only can register if proven with Deed made by the authorized PPAT according to provision regulation legislation.

PPAT in operating position will be supervised by the Minister through the Regional Office of the National Land Agency or Head of the Land Office with assisted by the Board of Trustees and PPAT Supervisors. Supervision against PPATs is preventive and repressive with the objective keep the PPAT inside the operating position in accordance with provisions in regulatory legislation. If found exists violations are committed by PPAT, then will next with inspection continued by the PPAT Board of Trustees and Supervisors. Furthermore, The PPAT Board of Trustees and Supervisors consists of: on the central PPAT Advisory and Supervisory Board which is housed in the Ministry. Then The Regional PPAT Advisory and Supervisory Council is located at the Regional Office of the National Land Agency and the Regional PPAT Supervisory and Supervisory Council is located at the Land Office.

Furthermore, PPAT is also protected by the organization PPAT profession namely Bond Official Maker Land Deed (IPPAT) as arranged in Article 65 to with Article 68 Regulations Head of the Land Agency Republic of Indonesia Number 1 concerning provision Implementation Regulations Government Number 37 of 1998 jo Regulation Government Number 24 of 2016 concerning Official Position Regulations Maker Land Deed. In running his job as an official in general, PPAT deserves to get protection law in trials, and examinations and guard confidential information or Deed from various party related. Protection against the PPAT Code of Ethics exists and is known to IPPAT as form supervisor IPPAT performance. Have IPPAT as supervisor own duties and powers for can accompany a PPAT if summoned by investigators, judges or prosecutor. As form effort preventive or for avoid person specifically involved _ enforcement law against the PPAT during the investigation process or attorney so should need exists regulation from Head of the National Land Agency of the Republic of Indonesia (BPN RI) (Din et al., 2017).

PPAT protection when meet something problem law related The deed he made Not yet arranged in a manner normative terms in regulation PPAT position. this different with position Notary Public Where provision about calling and taking minutes Deed arranged in procedure special in the enforcement process the law. Arrangement about protection law for the PPAT in the process of inspection and collection minutes Deed For interest no investigation yet arranged in provision Regulation Government Number 24 of 2016 concerning Change on Regulation Government No. 37 of 1998 concerning Official Position Regulations Maker Deed of Land and Perkaban BPN 23 of 2009 concerning Amendments to BPN Perkaban No. 1 of 2006 concerning Provision Implementation of PP No. 37 of 1998 concerning PJPPAT and Regulations The latest PP Number 24 of 2016 concerning PJPPAT. So that if the PPAT participates called in case as

a witness or suspect or a defendant so will process with way in general in accordance with the Criminal Procedure Code (KUHAP) (Adella, 2020).

PPAT is granted the right to disavow or right resign self in giving information witnesses and times operate inspection for interest investigations in the police and related courts with confidential regulated positions _ in provision Article 34 paragraph (1) Regulations Head of the National Land Agency Number 1 of 2006 concerning Provision Implementation Regulation Government Number 37 of 1998 concerning Official Position Regulations Maker Listed Land Deed in content oath PPAT position. Whereas the right to resign self For give testimony and sincerity obligation keep confidential in consideration state court is regulated in Article 146 paragraph (1) number 3 *Herziene Inlandsch regulation* (HIR).

Furthermore, the provision foreclosure to Deed original PPAT (minute) and document arranged in Article 43 of the Criminal Procedure Code states that minutes and notes only can do with the permission of the special Chairman Local district court, except the Constitution determines others. The future is expected substance arrangement assembly PPAT supervisor can accommodate through Draft PPAT Position Law (RUU). Another possible way is to make an umbrella law agreement Work The same with the Ministry of ATR/BPN. The assembly supervisor will fill two elements namely IPPAT and BPN as members so that create safety and convenience as well as a protected organization. Assembly Supervisor of PPAT if formed will be authorized be an inner filter determine guess related as authority assembly supervisor in position Profession Notary Public so that enforcer law No origin do calling before get agreement Assembly Supervisor and retrieval photocopy minutes Deed.

Judge's Legal Considerations in Decision Number: 73/PDT.G/2012/PN.PL.

In case *a quo*, which is becoming question or problem is action Defendant 1 named Yans Hadiono who is none other than child oldest from the defendant on behalf of himself Alone as a buyer on a plot land area of 89 m² from Seller named Hasanudin . Whereas the defendant only told as a representative of the plaintiff for buying land the No For buy it on Name defendant.

Buying and selling process between Defendant 1 with Hasanuddin the done up front Notary Public based on Deed of Sale and Purchase Number: 22/7. PB/1993, dated January 11, 1993, drawn up before PPAT, Hans Kansil , Bachelor of Laws signed himself by Defendant I on behalf of Defendant I as buyer. Even though the one who bought it land the from Hasanuddin is Plaintiff No Defendant I. Defendant only given power for sign the Deed sale of the on-Name Plaintiff.

A panel of Judges on the case consider various type of matters including, namely: *First*, in proving arguments for the lawsuit Plaintiff submit proof letter in the form of a Statement Letter from Hasanuddin as a seller to Kasimon , 2 (two) witnesses currently Defendants I and II for prove arguments he denied has submit proof letter T- I.II –1 S/D TI.II–6 and two witnesses ;

Second, based on evidence P.1 in the form of a letter Hasanuddin's statement as seller, which evidence is in court has explained back by Hasanuddin, that I sell land along the building to Plaintiff namely Mr. Kasimon Candana which land is owned by step mother named witness Decodifying part paid with money and some Again paid with material building so that total on time That Rp. 175,000,000, - and has received by witnesses and witnesses No Once selling land the especially to other people to Yans Hadiono and right Yans Hadiono and I met at the Notary Office of Hans Kansil, SH., because at that time Mr. Kasimon Candana left get treatment to Surabaya before leave seek treatment Mr. Kasimon Candana advised the witness For go to Represented notary _ his son that is Yans Hadiono and Pak Kasimon Candana did not Once ordered to his son Yans Hadiono for on behalf of letters land the on Name Yans Hadiono;

Third, the description from Hasanuddin appropriate with information witness Yohannes Djong which explains, that land the he bought from Hasanuddin, witness know about sell buy land the Because witness Work at Pak Kasimon Candana's shop with price Rp. 175.000.000, -. Payment lands the done with method Hasanuddin take ingredients building from the Building Store owned by the plaintiff counts become price ground. So are the ingredients building used for build shop above land object dispute originating from the shop owned by Plaintiff?

Fourth, based on information witness Defendants I and II namely witness Reskon Krutno and Sarina are witnesses who are both explained that between Plaintiff and Defendant I are son and father, that object dispute Now has sold by Defendant I and land along building owned by Defendant I because Defendant I has an office there . Witnesses _ No know background behind ownership Defendant I above land object dispute I;

fifth, Certificate of Ownership No. 317 above Name Yans Hadiono excuses himself originate from sell buy based on Deed of Sale and Purchase Number: 22/7.PB/1993, dated January 11, 1993, drawn up before PPAT, Hans Kansil , Bachelor of Law, between Hasanuddin and Yans Hadiono (proof letter TIII-3), will but Defendant I and Defendant II denied this Alone proof letter Because based on answer Defendants I and II, Defendant I bought the land the from Tekkodi (brother biological from Hasanuddin), Hasanuddin's name listed in the Property Rights Certificate No. 316/ Kamonji on land area of 89 M2 only just on Name simply because in a manner law land and shophouse building on Jalan Gajah Mada No. 20 Palu is owned by from Older brother Hasanuddin's biological child called Tekkodi and not Hasanuddin 's;

Sixth, when proof letter from Plaintiff (P.-1), evidence letter from Defendant I and Defendant II are in the form of TIII-1 and TIII-3, mentioned above connected with information witness from party Plaintiff namely Yohannes Djong and Hasanuddin, who explained, payment purchase land object dispute originate from Plaintiff form ingredients building owned by Plaintiff and part With money, so do materials building used _ For building shop above land object dispute originate from shop owned by The plaintiff has proven who did purchase land object dispute is Plaintiff as well as those who built the shophouse above land 0 object of dispute is Plaintiff, no committed by Defendant I. Moreover If connected with information witness from party Plaintiff namely Yohannes Djong and Hasanuddin, at the time ingredients building taken from the store owned The plaintiff counts part For payment land object dispute, Defendant I works (trusted manage business plaintiff), so the more convincing Panel of Judges that did payment land object dispute to the owner is Plaintiff as well as those who built the Ruko above land object dispute is plaintiff;

seventh, a witness from the party Plaintiff namely Yohannes Djong and Hasanuddin also explained, at the time of signing the letter sell buy up front Notary, Plaintiff currently get treatment to Surabaya, so Defendant I as a child trusted for signing the Deed of Sale and Purchase represents the plaintiff acted on Name Plaintiff as a buyer.

eighth, based on the above, formally has hapen sell buy land object dispute between Hasanuddin as owner land with Defendant I (Yans Hadiono) as Buyer. However, _ based on information witnesses from party Plaintiff these, according to economic The Panel of Judges has happened abuse circumstances by Defendant I, where he gave Act for and up Name Plaintiff for Sign Deed of sale and purchase of land in progress get treatment to Surabaya. circumstances That have used Defendant I to make himself as Buyer, no Act as power from Plaintiff,

Ninth, therefore Defendant I has abusive circumstances and sick parents For Act as buyer land object dispute as described above, then according to economic Selling judges buy between Hasanuddin and Defendant I must state No have strength binding and at the same time state land object dispute owned by from Plaintiff No owned by Defendant I. With thereby petitum lawsuit Point 2 plaintiff deserves for granted;

tenth, with thereby information witnesses from party Defendants I and II namely Reskon Krutno and Sarina who explained the land object dispute owned by from Defendant I deserve For ruled out Because the second witness from party Plaintiff No know background behind the ownership Defendant I above land object dispute but only know land object dispute owned by from Defendant I because building the used Defendant I as an office;

Eleventh, therefore Defendant I has abused chance as described above that act _ as buyer object dispute on p he only represented For Act for and up Name Plaintiff For sign sell

buy land object dispute, then Defendant I has to do deed oppose law For sign Deed of Sale and Purchase Number: 22/7. PB /1993, dated January 11, 1993, which was made before PPAT, Hans Kansil, Bachelor of Laws. With thereby petitum lawsuit plaintiff point 3 deserves For granted and at the same time grant petitum lawsuit Plaintiff point 4 with formula Panel of Judges as outlined in Amar verdict; Considering, that because Defendant I has do deed oppose the law in signing Deed of Sale and Purchase Number: 22/7.PB/1993, dated January 11, 1993, drawn up before the PPAT, Hans Kansil, Bachelor of Law, then sell purchase made by Defendant I to Defendant II based on Deed of sale and purchase Number: 544 B / 154 B/PB.JB/2012, dated 20 June 2012 which was made before PPAT Jao Yuliana, SH (Defendant IV) did not have a strength bind. Proof of answer Defendant II argued he is a committed buyer fine, worth it protected with method Defendant II can submit a lawsuit to Defendant I with reason Defendant I has to sell land that is not hers will but land someone else 's (owned plaintiff). With thereby Petitum lawsuit Plaintiffs points 5 and 6 and 7 are appropriate for granted with formula separately made by the Panel of Judges as unraveled in Amar decision.

From several consideration law The Panel of Judges, in view of writer the judge's considerations emphasized truth procedure or emphasizing the facts revealed at trial. it has in accordance with the philosophy of law civil where the judge will be galloping to evidence and information witnesses who appeared at trial.

Inside judges consideration the make reject measuring main that which did purchase the land the is plaintiff No Defendant With thereby all type emerging law from action Defendant 1 incl Land Purchase from Hasanudin did in front of Notary Hans Kansil and Sales land to Defendant II based on Deed of sale and purchase Number: 544 B / 154 B/PB. JB/2012, dated 20 June 2012 which was made before PPAT Jao Yuliana, SH (Defendant IV) did not have strength tie or null and void;

Deed sell buy the on well done up front Notary Hans Kansil that is Deed of Sale and Purchase Number: 22/7. PB /1993, dated January 11, 1993, which was made before the PPAT, Hans Kansil, Bachelor of Laws and Deed sell buy done before PPAT Jao Yuliana, based on sale and purchase Number: 544 B/154 B/PB. JB/2012, dated 20 June 2012 null and void. this Because assembly law evaluates that action law Defendant I for control a plot of land with an area of 89 M² is deed oppose every law type thing that arises from deed the null and void.

Conclusion

The Notary/PPAT has the right to get protection laws and guarantees for the sake of the creation of certainty law as an official functioning public gives service to the whole society. Notary/PPAT not can request accountability in matter element of fraud and error carried out by the plaintiff alone. this consequence task from Notary/PPAT only record what was said by the parties for furthermore poured to in deed or party deed. Notary/PPAT only on duty ensure clothe correctness of formal data of the parties and not own obligation for investigate truth material and other matters submitted by the appeasers to her

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