

ANALYSIS OF THE VALIDITY OF AUTHENTIC DEEDS AND LEGAL RESPONSIBILITIES OF A NOTARY IN LAND MAFIA CASES

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ABSTRACT

Abstract: The judgment of the court in the case of mafia land where the notary/ppat proved to commit acts against the law is the background of this research, the purpose of this study to know the validity of the authentic acts made and the legal responsibility of the Notary / ppat who proved to be involved in the mafia case. This research is a normative jurisprudence or research, The approach used is the approach of laws (statue approach) and the case approach. (Case approach). The type of data in this study is secondary data, i.e. data obtained from empirical materials. Analysis of data in this study using the qualitative method of validation of authentic acts canceled by law because there are and proved elements of counterfeiting, lies and fraud, It is regulated in Article 1321 BW that there is no valid agreement when the agreement is given due to misconduct, or obtained by coercion or fraud. Notaries who are involved in the creation of authentic acts that falsify the truth are fully liable for the legal consequences of the approval of the authentic acts made by notaries using the authority to sell false acts not in accordance with the elements of the legal power will be canceled by law, according to Article 1321 BW. The notary/ppat in the case of land mafia with the victim of nirina zubir is an act without questioning the mistake in manipulating authentic acts, which means remaining responsible with criminal punishment.

Keywords: Authentic Acts; Notaries; Land Mafia

Introduction

A notary is a public official authorized to make authentic deeds and has other authorities in accordance with applicable law. Article 1 point 1 in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN-P), expressly gives authority to Notaries to make authentic deeds. Deed terms authentic in English, it is called an authentic deed, while in Dutch it is called an authentic act, which has been regulated in Article 1868 of the Civil Code (hereinafter referred to as the Civil Code) and various other laws and regulations.

In their daily practice, notaries can be said to be carrying out their profession as well as serving as public officials who carry out some of the government's duties in the civil field. In order to be balanced at least a notary must play four functions, namely: (Adjie, 2008) 1) Notary as an official who draws up deeds for parties who come to him either in the form of partij Acta or releases Acta; 2) Notary as a judge in terms of determining the distribution of inheritance; 3) Notary as a legal adviser by providing information for parties in terms of drawing up a deed; 4) Notaries as entrepreneurs with all their services try to maintain clients so that the operationalization of their offices continues

Article 1868 of the Civil Code, states that an authentic deed is a deed which, in the form determined by law, is made by and before a general official who has the power to do so at the place where the deed was made. If Article 1868 of the Civil Code is connected with the provisions contained in Article 165 HIR, then the meaning becomes more complete, namely: "Authentic deed, namely a deed made by or before an official who is authorized to do so, is complete evidence between the party and his heirs and those who have rights regarding what is stated therein and also what is listed therein is only a notification, but the latter is only as long as what is notified is closely related to the subject matter in the deed."

An authentic deed is given by the parties and their heirs or those who have rights from them, a perfect proof of what is contained in it. The sound of this article is identical to the provisions in Article 165 HIR. Then Article 1869 of the Civil Code determines the limits of notary deed that has the power of proof as a private deed can occur if it does not comply with the provisions because:

- a. The incompetence of the relevant public official, or
- b. The incompetence of the public official concerned, or

The notary as a public official appointed by the government, and the government as an organ of the state appoints a notary not only for the benefit of the notary himself, but also for the benefit of the wider community. The services provided by a Notary are closely related to the issue of trust (trust between the parties), meaning that the State places great trust in the Notary.

Article 1 point 1 of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Office of a Notary (hereinafter referred to as UUJN-P) states that a Notary is a public official authorized to make authentic deeds and has other authorities as referred to in the Law this law or based on other laws.

The authority of a Notary based on Article 15 UUJN-P is to make authentic Deeds regarding all actions, agreements and stipulations that are required by laws and regulations and/or that are desired by interested parties to be stated in an authentic deed, guarantee the certainty of the date of making the deed, save the deed, provide grosse, copy and excerpt of the deed, all of that as long as the making of the deed is not also assigned or excluded to other officials or other people determined by law. In addition to authority, Notaries also have obligations including the provisions of Article 16 paragraph (1) letter a UUJN-P, requiring that every Notary must be trustworthy, honest, thorough, independent, impartial, and protect the interests of the parties involved in legal actions. The provisions in Article 3 Point 4 of the Notary's Code of Ethics also determine the obligations of a Notary in carrying out his/her position, namely that a Notary must behave honestly, independently, impartially, trustworthy, thoroughly, full of responsibility, based on statutory regulations and the contents of the Notary's oath of office.

Certificates of land rights can be in the form of certificates of ownership, certificates of building use rights, or certificates of ownership of flats. A land title certificate is proof of ownership of land and the buildings located on it. This is regulated in Article 4 Paragraph (1) jo. Article 3 letter a Government Regulation No. 24 of 1997 concerning Land Registration. Land title certificates are given to right holders to provide certainty and legal protection. A certificate of land rights is obtained after going through several stages of making a Notary/PPAT deed so that a deed can be obtained. The Notary Deed/PPAT is made not only to recall events that have occurred but is more aimed at the interests of the strength of proof so that it is hoped that it will provide legal certainty in determining the rights and obligations of each in the future. After obtaining a land title certificate, then the right holder can take legal action on the land.

Notary Deed/PPAT which is an authentic deed as a document made in a legal process has a special role in every legal relationship in society. Notary/PPAT as a profession is required to fulfill moral values and develop them, as stated by Franz Magnis Suseno that there are two types that must be distinguished in the profession, namely the profession in general and the noble profession. The authority of a Notary/PPAT as a legal professional is not only to make authentic deeds but also to carry out management in terms of land registration activities as stated in Article 2 Paragraph (2) PP Number 37 of 1998 concerning Position Regulations for Officials Making Land Deeds of the President of the Republic of Indonesia (hereinafter referred to as "PP PPAT"). In addition, the Notary/PPAT must pay attention to the notary's code of ethics in making a certificate of land rights.

A notary official is often in practice involved in legal cases either as a witness or as a suspect. The involvement of a notary in a legal case is caused by an error in the deed he made, either due to the error of the notary himself, or the fault of the parties or one of the parties who did not provide actual information or documents (lack of good faith from the parties or one of the parties) or there has been an agreement between the notary and one of the parties that causes harm to the other party (Wardana, 2021). One of the problems that befell notaries is the land mafia problem. The land mafia is a crime or crime that is structured and can be said to be carried out in an orderly and organized manner by involving many parties including a notary who functions as a legal supporter. The things that the land mafia does are falsify documents, seeking legality in court, falsifying power of attorney, and also managing land rights (Supit, 2022).

In 2021, there was a land mafia case involving the Notary/PPAT profession. This started with the Household Assistant (ART) of the Nirina Zubir family who offered Nirina Zubir's mother to take care of 6 (six) certificates of lost land rights to a Notary/PPAT acquaintance of hers. After some time, Nirina Zubir's mother passed away and the family left behind began to ask questions about the certificate of ownership that had not been completed. After being questioned by the authorities, it was discovered that the household member had taken the certificate of land rights. However, he informed Nirina Zubir's mother as the right holder that the certificate it has been lost. ART has conducted a profiling of Nirina

Zubir's family regarding their respective habits and knows where the assets are stored. So his actions went unnoticed for several years.

The ART cooperates with the Notary/PPAT to transfer the names of the six certificates of land rights to the names of the ART and their marriage partners. There are 3 (three) Notaries/PPATs who are involved in this transfer of names, the three of them have the initials ER, F and IR. After the name of the rights holder in the certificate When the name is changed to the name of the household member and his marriage partner, they both transfer the certificate of land rights to another party through buying and selling.

The DKI Jakarta National Land Agency (BPN) stated that three land certificates belonging to the Nirina Zubir family had been sold by the suspect with the initials RK, ART Nirina Zubir. Of course, the Notary/PPAT also contributes to the buying and selling process. The sale and purchase were carried out without the knowledge of the rights holder, namely Alm. Nirina Zubir's mother, there was a signature forgery, and there was a typo on her personal identity such as the National Identity Number (NIK). The ART and Notary/PPAT also use a fake power of attorney to sell to facilitate the process of transferring names. In this case, the panel of judges decided to declare the notary/ppat party involved as one of the defendants and was sentenced to a criminal sentence. Based on the phenomenon in the ruling on the land mafia case where a public official, in this case, a notary/ppat, is proven to have committed an unlawful act, the authors are interested in analyzing the validity of authentic deeds and the legal responsibilities of a notary who is proven to be involved in a land mafia case.

There are two points in the formulation of the problem in this study, first, what is the validity of the authentic deed made by a Notary/PPAT which is proven to be involved in a land mafia case? ; and secondly, what is the legal responsibility of a notary/ppat who is proven to be involved in a land mafia case? Based on the formulation of the problem, this research has the following objectives, namely, first, to find out and analyze the validity of the authentic deed of a notary/ppat who is proven to be involved in a land mafia case; The second is to find out and analyze the legal responsibilities of notaries/ppat who are proven to be involved in land mafia cases.

The results of this research are expected to be used as input for the development of knowledge in the field of Civil Law and Criminal Law related to the field of notary in Indonesia. With this research, it is hoped that it can also provide valuable input for various parties involved in the implementation of the position of a notary.

The conceptual framework in this study is the research elements related to the variables contained in the research title or included in the research paradigm in accordance with the results of the problem formulation. This theory is used as a basis or reason why something in question can indeed affect the dependent variable or is one of the causes. The variables in question are:

According to Hans Kelsen, responsibility is closely related to obligation, but not identical. This obligation arises because of the existence of legal rules that regulate and provide obligations to legal subjects. Legal subjects who are burdened with obligations must carry out these obligations as orders from the rule of law. As a result of non-compliance with obligations, there will be sanctions. This sanction is an act of coercion from the rule of law so that obligations can be carried out properly by legal subjects. According to Hans, the legal subject to the sanction is said to be "responsible" or legally responsible for the violation (Supit, 2022).

Meanwhile, according to Sugeng Istanto, accountability means the obligation to provide an answer which is a calculation of what happened, and the obligation to provide recovery for the losses incurred (Puasa et al., 2021). According to Abdulkadir Muhammad, the theory of responsibility in unlawful acts (tort liability) is divided into several theories, namely (Kaunang, 2020):

- a. Liability due to unlawful acts committed intentionally (intentional tort liability), the defendant must have committed an act in such a way as to harm the plaintiff or know that what the defendant has done will result in a loss.
- b. Responsibility due to unlawful acts committed due to negligence (negligence tort liability), is based on the concept of error (*concept of fault*) related to morals and laws that have been mixed (*intermingled*).
- c. Absolute responsibility due to unlawful acts without questioning mistakes (strict liability), based on his actions either intentionally or unintentionally, meaning that even though it is not his fault he is still responsible for the losses incurred as a result of his actions. Researchers, in this case, want to argue about the notary's responsibility for violating the code of ethics in making authentic deeds.

According to Nico the responsibilities of a notary as a public official relating to material truth, it can be divided into four points namely (Ningsih, 2022):

- a. Civil notary responsibility for the material truth of the deed he made;
- b. Criminal responsibility of a notary towards material truth in the deed he made;
- c. The notary's responsibility based on the Notary's Position Regulations for the material truth in the deed he made;
- d. The responsibility of a notary in carrying out his duties is based on the notary's code of ethics.

Research Method

The type of research used is normative legal research. normative legal research, namely research conducted by examining library materials or secondary data (Benuf & Azhar, 2020). In general, there are 5 approaches used in legal research, namely the statutory approach (statute approach), case approach(case approach), historical approach(historical approach), comparative approach(comparative approach), and finally the conceptual approach(conceptual approach (Prabawa, 2017). The approach used is the statutory

approach (statute approach) and case approach (case approach). The type of data in this study is secondary data, namely data obtained from empirical materials (Liliany & Arisman, 2021). In this study, the data analysis used was qualitative analysis. Qualitative analysis is data analysis that does not use numbers, but provides descriptions in words of findings, and therefore prioritizes the quality of the data, and not quantity (Wijaya, 2019).

Result And Discussion

Analysis of the validity of an authentic deed made by a Notary/PPAT that is proven to be involved in land mafia matters

Transfer of Land Rights with Authentic Deeds

A notary is a public official appointed by law to make authentic deeds and at the same time a notary is an extension of the government. In carrying out his position, a notary must be able to behave professionally and comply with laws and regulations and uphold the notary's code of ethics. The notary as a public official is required to be responsible for the deed he made, namely legal responsibility and moral responsibility (Arifin, 2020).

Notaries as public officials have the authority to make authentic deeds and have other authorities as referred to in Law Number 30 of 2004 concerning the Position of Notary as amended by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (which hereinafter referred to as Law 2/2014) (Borman, 2019). In general, a Notary is a public official whose authority is to make authentic Deeds, guarantee the certainty of the maker of the Deed, keep the Deed, and provide Grosse, copies, and excerpts of the Deed, as long as the making of the Deed is not being assigned to another official or person.

The authentic deed is a legal product issued by notaries who have perfect proof power (including physical proof, formal proof, and material proof). What is stated in the opening and closing deed is the responsibility of the notary as an expression that reflects the actual situation at the time the deed was drawn up. There are 3 (three) functions of the deed, viz (Moechthar, 2017):

1. As proof of having entered into an agreement
2. As evidence what is written in the agreement is the wish of the parties
3. As proof that on a certain date the parties have entered into a certain agreement in accordance with the wishes of the parties

Prof. Subekti is of the opinion that an Authentic Deed is a deed in the form determined by law made by or before a public employee authorized to make it at the place where the deed was made (Lestari, 2014). One of the pieces of evidence in a civil event is a written piece of evidence called a deed, which in this case is an authentic deed made by and in front of a Notary/PPAT. Notaries can make deeds regarding all actions, agreements and resolutions that are required by interested parties to be stated in an authentic deed. The transfer of land rights can also be made by a Notary/PPAT in the form of an authentic deed. However, from the various processes of transfer of land rights can cause problems both legally and illegally in its application. In this case, the author gives an example of a

power of attorney to sell land rights. In this transition process, one party makes a power of attorney to sell the land rights and the other party acts as the recipient of the power to sell the land rights.

The process of transferring land rights with absolute power cannot be carried out because it will receive rejection from the Land Office, because an absolute power of attorney is a power of attorney that cannot be canceled or is contrary to applicable regulations, while basically the power of attorney must be terminated. So, in essence absolute power is the giving of power that cannot be withdrawn by the party giving the power. Also included in the definition of absolute power is the power that gives authority to the recipient of the power of attorney to control and use his land and to carry out all legal actions which in principle can only be carried out by a holder of land rights.

Provisions regarding the transfer of land or apartment rights, one of which is regulated in Government Regulation Number 24 of 1997 concerning Land Registration contained in Article 37 states that the transfer of land rights and ownership rights to apartment units must be through buying and selling, exchange, grants, income in the company, and other legal acts of transfer of rights (Ramadhani, 2021).

In the case of the transfer of land rights experienced by the artist Nirina Zubir which was carried out by the ART, the ART's KTP was originally borrowed to be brought by the Notary/PPAT. Furthermore, because Nirina Zubir and her sister often received anonymous letters regarding land certificates, they finally checked the status of the land with the BPN. Then they received an answer from BPN that the name of the land certificate they owned had changed.

The Validity of Returning the Name of the Certificate of Land Rights by Falsifying the Signature in the Deed of Authorization to Sell.

The granting of power of attorney is a legal action that originates from an agreement that is often carried out in daily life, for various reasons, in addition to the complex daily activities of a member of society, it is often carried out with a power of attorney.

The use of a power of attorney or the delegation of power of attorney from one person to another has become commonplace, its meaning is no longer only used by advocates/lawyers to their clients, but in everyday life the use of a power of attorney often occurs in a simple process with the aim of facilitating affairs and duties. Power of Attorney is the authority to represent to take legal action in the interests of and on behalf of the power of attorney in the form of unilateral legal actions. In the sense that the obligation to carry out achievements is only found on one party, namely the recipient of the power of attorney.

The power of attorney to sell itself is regulated in Article 1792 BW which states that the granting of power of attorney is an agreement whereby a person gives power to another person, who receives it, for and on his behalf, to administer a matter. The power of

attorney to sell itself is included in the category of power of attorney that is used to transfer objects that can only be carried out by the owner. So that's why the power of attorney to sell is needed in order to give power of attorney with firm words in the deed (Article 1796 BW). In accordance with the explanation in the article, the power of attorney to sell can be included in a clause/part of the Deed of Sale and Purchase Agreement and can also stand alone in the form of a separate deed. So that when the two deed were signed, namely the Sale and Purchase Agreement (hereinafter referred to as PJB) and the Deed of Authorization to Sell, the deed of power of attorney to sell included as a clause in the PJB that was signed was only the PJB deed.

The selling power is not absolute because the power of attorney can expire, the end of the power of attorney is generally due to the revocation or withdrawal of power by the power giver, containing the principle that the power of attorney can be withdrawn at any time if desired. Referring to Article 1814 BW provides for the possibility of forcibly withdrawing or revoking power, if the recipient of the power of attorney does not return it voluntarily then it can be forced with the role of a judge. The expiration of the Power of Attorney is regulated in Article 1813-1819 BW, as well as the power of attorney to sell which in principle is included in the power of attorney distribution scheme.

Furthermore, to carry out legal actions to transfer land rights by carrying out binding sale and purchase in full, in general there will be a power of attorney to sell, power of attorney to sell on the basis of binding sale and purchase rights in order to provide legal certainty and protection for buyers who have paid in full but have not made a return. the name of money because there are conditions that have not been met in the administrative process. But on the contrary, in the sale and purchase agreement that has not been paid off (Unpaid PJB), there is no need for a power of attorney to sell.

After the binding sale and purchase agreement will then be made AJB (Deed of Sale and Purchase) provided that it meets the conditions set out in the law. According to the provisions of Article 1 number 24, Government Regulation Number 24 of 1997, it is stated that the Official for Making Land Deeds (PPAT) is a public official who is authorized to make certain land deeds as regulated in the relevant laws and regulations, namely deed transfer and encumbrance of land rights and property rights over flats, and deed of authorization to impose mortgage rights.

Another outcome of the home-purchase limit policy is the "passive" transfer of considerable rigid housing demand to the rental market. In response, rental prices have skyrocketed ever since. This is mainly because the home-purchase policy prohibits non-local households who cannot provide a local certificate of tax or social insurance payments for a given number of years to buy houses ([Chen et al., 2018](#))

In this case, notaries/PPAT are prohibited from serving the existence of absolute power of attorney which is essentially devoted to the transfer of land rights. Actually the MDN Instruction No. 14 of 1982 containing the prohibition was addressed to sub-district heads

and village heads or officials at the same level (lurah) not to make/enforce the making of an absolute power of attorney which in essence is a transfer of veiled land rights, but in the end, certain parties appear or come to the PPAT Notaries/District Heads.

In the case where the victim was Nirina Zubir, it seems that the power of attorney to sell is included in the Sale and Purchase Agreement (PJB) clause and does not stand alone. Prior to the signing of the PJB, the Notary is required to read and explain the contents of the Deed to be signed by the right holder, namely Cut Indria Marzuki (Mother of Nirina Zubir as the First Party/Principal) to Riri Khasmita as the Second Party/Recipient of Attorney as proof that both parties have understood, mutually agreed, and mutually agreed. Ms. Nirina Zubir should have re-read article by article in the Copy of the Deed of PJB made by the relevant Notary, and studied the contents and clauses because that is where the initial/basic steps will be taken in the next process. If in the clause it is regulated in the words that Mrs. Nirina Zubir gave power of attorney to Riri Khasmita to sell, then when all the requirements are fulfilled to increase the DeedPJB to become a Sale and Purchase Deed (hereinafter referred to as AJB), Mrs. Nirina Zubir as the right holder / Seller does not need to bother signing the sale and purchase deed, just Riri Khasmita who signs the AJB as the Buyer. Riri Khasmita acts as the attorney of the Seller (Mrs. Nirina Zubir) on the basis of the Power of Attorney that has been stated in the PJB where the PJB has been signed perfectly by both the seller and the buyer. If in the case of Mrs. Nirina Zubir, the PJB does not have a power of attorney clause as the basis described above, then Mrs. Nirina Zubir can report it to the authorities.

It should also be noted that if the deed of power of attorney to sell is an integral part of PJB Lunas, then the PJB Lunas Deed has been signed perfectly without any elements of oversight, coercion, or deception as stipulated in Article 1321 BW, then the process will continue to become AJB then reversed the name of the certificate to the name of the buyer, namely in this case Riri Khasmita, which was running as it should. If the sale and purchase and transfer of names have not been carried out, the power of sale can be revoked using the deed of revocation of power of attorney (Article 1814 BW), unless the power of sale is made purely for the purpose of selling an asset without being related to the PJB deed. However, if the transfer of names has been carried out and Nirina Zubir's family can prove that the authorization was made due to an oversight, coercion or fraud, then the sale and purchase deed must be canceled through a lawsuit in the competent district court.

The Validity of Returning the Name of the Certificate of Land Rights with a Series of Lies and Typing Errors in the Seller's Personal Identity.

The implementation of the principle of accuracy (caution) must be carried out in the process of making a deed considering that an authentic deed has perfect evidentiary power. The following is a form of the principle of accuracy that must be considered by the Notary/PPAT (Kusumawati et al., 2023):

- a. Conduct identification of appearers based on their identities shown;
- b. Inquire, then listen and examine the wishes or wishes of the parties;
- c. Checking evidence of letters related to the wishes or wishes of the parties;

d. Provide advice and make a framework deed to fulfill the wishes or wishes of the parties;

It is) Fulfill all administrative techniques for making deeds, such as reading, signing, providing copies and filing for minutes;

a. Carry out other obligations related to the performance of Notary duties.

Based on Article 6 Paragraph (2) PP Number 24 of 1997, the Head of the Land Office is assisted by PPAT and other officials assigned to carry out certain activities in carrying out land registration. It is regulated further in Article 2 of PP PPAT that the main tasks of the PPAT are (Pandey, 2017):

1. "PPAT has the main duty to carry out some land registration activities by making deeds as evidence that certain legal actions have been taken regarding land rights or ownership rights to flats, which will be used as the basis for registration of changes to land registration data resulting from said legal action;
2. The legal actions referred to in paragraph (1) are as follows:
 - a. Buy and sell;
 - b. Exchange;
 - c. Grant;
 - d. Entry into the company (inbreng);

It is) Shared rights sharing;

- a. Granting of Building Utilization Rights/Utilization Rights over land with Ownership Rights;
- b. Granting Mortgage Rights; And
- c. Grant of Power of Encumbrance of Dependent Rights"

The legal action of buying and selling land and building rights must be carried out before a Notary/PPAT and embodied in a Sale and Purchase Deed (AJB). Sale and purchase is a form of agreement regulated in Article 1457 BW. Because it is included as an agreement, it must fulfill the legal requirements regulated in Article 1320 BW. This article states that there are 4 (four) legal terms of the agreement, namely agreement, competence, certain objects, and lawful causes. The terms of a certain object and halal causation are objective requirements because they concern the object of the agreement while agreeing and being competent are subjective requirements because they involve the party entering into the agreement. If the subjective conditions are not fulfilled, the agreement can be canceled and the interested parties can ask the court to cancel the agreement.

When viewed from the case with the victim Nirina Zubir, the actions of the household member and the Notary/PPAT who used a fake power of attorney deed were not in accordance with the elements of a lawful cause. Article 1321 BW stipulates that no agreement is valid if the agreement was given due to an oversight, or was obtained by force or fraud. The household members in this case obtained the six land title certificates by taking the land title certificates and informing the original right holders that certificate it's gone. So the sale and purchase agreement should be null and void and the legal action

of buying and selling cannot be carried out based on a sale and purchase agreement which is null and void.

Fraud (bedrog) is one of the reasons for the cancellation of the agreement. There were a series of lies composed by ART Nirina Zubir, starting from informing her that six certificates were lost even though she was the one who took them, offering to help arrange the certificates of land rights to a Notary/PPAT acquaintance of hers, until the certificates were reversed in the name of ART Nirina. It can be said to be fraud if there is a series of lies and one of the parties to the agreement does not notify and apply the truth in the object of the agreement. Article 1328 BW explains the definition of fraud, namely:

"Fraud is a reason for canceling an agreement, if the fraud used by one of the parties is such that it is obvious that the other party will not enter into the agreement without deception. Fraud cannot only be guessed at, it must be proven."

With a criminal decision that has permanent legal force, it will be easier to prove that there was fraud in this case.

If there is a typing error in the seller's personal identity, it can be corrected when the deed has not been signed. Changes made before the deed is signed are commonly referred to as *renvoi*. Based on Article 48 Paragraph (1) of Law Number 2 of 2014, the contents of the deed are prohibited from being changed by: being replaced; plus; crossed out; pasted; deleted; and/or overwritten.

However, changes to the contents of the Deed in letters a, b, c, and d above can be made and are valid if the changes are initialed or given other signs of validation by the appearer, witness, and Notary. If the Notary/PPAT does not correct the typing error, it will result that the deed only has the power of proof as a private deed and can be an excuse for the party suffering from a loss to demand reimbursement of costs, compensation and interest from the Notary.

Analysis of Legal Responsibilities of Notaries/PPAT Proven Involved in Land Mafia Cases

In cases that occur in casuistry where Nirina Zubir becomes a victim of the land mafia, it is clear that the land mafia works together to carry out its operations. The land mafia is assisted by elements who are still in touch with matters relating to changes to authentic deeds. The land mafia's actions were carried out in a very smooth and organized manner. It starts with an irresponsible PPAT who helps land mobsters draw up the necessary deeds and certify the required documents used by land mobsters to obtain land titles at the Land Office. If necessary, even the most basic instruments, such as certificates made by the local RT, RW, Ward and District, can be falsified. has been adjusted by the actor with the requirements set by the Land Office. There are many factors that can drive the

rise of land mafia cases, one of which is related to the negligence of the public to maintain the secrecy of their land certificates.

Notaries/ppat and local officials who are related to the legalization of land rights should be even more careful in terms of who they entrust their land certificates with, it is hoped that there will be no misuse of the land certificates or certificates. Other things that can make the land mafia able to carry out its actions in the midst of society are due to the lack of supervision and orderliness of land administration, because of the overlapping of existing laws and regulations and the substance of regulations that have been regulated, many lands have been neglected, escaped from Constitution. Apart from that, the existence of other factors such as an imbalance between the ownership structure and land ownership can have an effect, and the inattentiveness of the notary and the officer who makes the land deed in carrying out their duties can also have fatal consequences.

Even though there are several governing laws, government intervention is still lacking in providing protection for landowners from the land mafia's naughty games, especially if the land mafia continues to give bribes to government elements so they can win cases. Especially with the Agrarian Law that was made but could not be used effectively to eradicate the land mafia. Because of this, investigators often face various challenges in uncovering land mafia cases. This is because investigators not only have to uncover land mafia cases but also have to prove there is a problem with the validation of land ownership documents. Following the enactment of this regulation to provide legal clarity for those who have registered ownership rights to other housing units, Government Regulation Number 18 of 2021 was issued which discusses the various issues raised. Registered property rights allow holders to demonstrate their ownership of land, houses, and other property quickly. In addition, to protect the public as victims of the land mafia, it is necessary to have criminal sanctions against land mafia elements who are considered to have violated existing laws. Even though the land itself actually enters the civil realm, with the correct enforcement of criminal law, the land mafia can be eradicated properly, especially when the resulting losses can reach hundreds of millions or even billions. So it can be seen how important a rearrangement or just agrarian reform is. Where when the implementation of reforms can be carried out properly, it will also produce good benefits for the lives of people who are based on land.

Before enforcing the criminal sanctions themselves, the State Land Agency (BPN) offered a solution for solving land problems. In resolving these problems, BPN takes the first step in mediation, whether the mediation is facilitated by BPN itself or BPN hands over the problem to each party to resolve the existing dispute. This in itself can only be done if the problem can be resolved properly and the results of the agreement do not violate the provisions of the land law. However, if the two parties do not reach an agreement, then civil law, state administrative law, as well as criminal law can be the ultimate goal for both parties to resolve existing land disputes. It has been stipulated in the regulation of the head of BPN No. 1 of 1999, it is stated that BPN must handle the settlement of land disputes that have been attempted. If the problem is too complicated According to the

theory of legal liability Hans Kelsen states that: "Failure to exercise caution required by law is called an oversight (*negligence*); and oversight is usually seen as another type of error (*fault*), although not as violently as the fulfilled error because it anticipates and intending, with or without malicious intent, harmful consequences."

What happened to Nirina Zubir, whose land certificate was fabricated or embezzled by her housekeeper with the help of a public official, namely a notary/ppat, has no legal justification. According to Hans Kelsen's theory, a notary who assists in the process of changing rights is still seen as a type of error. So that the notary remains responsible in the eyes of the law as a person involved in an unlawful act.

As Faridah, SH., Mkn. as PPAT having the address Jl. Kebun Jeruk Ruko 3 pillars Batu Sari, West Jakarta, carrying 6 Certificates of Property belonging to Mrs. Cut Indria Martini taken by witness Riri Khasmita and witnesses Edrianto without the permission of the owner then consulted regarding the 6 certificates of ownership, then the witness Riri Khasmita and the witness Edrianto agreed to hand over 6 certificates of ownership. Cut Indria Martini to the defendant 1. Faridah, SH., Mkn., as the PPAT to make the issuance of a Sale and Purchase Deed whose ownership is in the name of witness Riri Khasmita and witness Edrianto for that witness Riri Khasmita and witness Edrianto All that's left is to accept that the deed of sale and purchase has been drawn up by the defendant 1. Faridah, SH., Mkn., as the PPAT.

Based on the case, the author outlines the legal consequences for a notary/PPAT who is proven to have participated in committing the "land mafia" act, especially in the case that occurred with Nirina Zubir as the victim as follows:

1. Whereas the crime of fraud and forgery of documents has been regulated in the Criminal Code (KUHP).
2. In this case, if it is legally proven, and the elements of a crime are fulfilled, that Faridah, SH., Mkn., as the PPAT committed fraud and falsified an authentic deed, then Faridah, SH., Mkn., as the PPAT can be threatened with criminal acts of fraud. and falsification based on:
 - a. Article 378 of the Criminal Code: Whoever with the intent to unlawfully benefit himself or another person, by using a false name or false dignity, with deception, or a series of lies, incites other people to hand over goods to him, or to give debts or write off debts, is punished for fraud with a maximum imprisonment of four years.
 - b. Article 263 of the Criminal Code: (1) Whoever makes a fake letter or falsifies a letter that can give rise to a right, agreement or debt relief, or which is intended as evidence of something with the intention of using or ordering other people to use the letter as if the contents were true and is not falsified, shall be punished if said use can cause harm, due to falsification of documents, with a maximum imprisonment of six years. (2) By the same punishment shall be punished any person who with deliberate intent uses a forged document or one which has been falsified to pretend to be genuine, if the use of said document can cause harm. According to R Soesilo in his book The Criminal Code (KUHP) and its Complete

Commentary Article by Article (p. 195) says that what is meant by a letter in this chapter is all letters, whether written by hand, printed or written using a typewriter, and so on.

3. In this case, to determine whether Faridah, SH., Mkn., as a PPAT can be punished or not, one has to look again at the actions in which article Faridah, SH., Mkn., as the PPAT was accused. If "participating" in committing a crime (Article 55 of the Criminal Code) then it must be proven that Faridah, SH., Mkn., as the PPAT took part in committing the crime of fraud and forgery.
4. If Faridah, SH., Mkn., as the PPAT helps commit a crime (Article 56 of the Criminal Code), then it must be proven that there was an element of "deliberately" in the actions of Faridah, SH., Mkn., as the PPAT to help commit a crime.

Analysis of the legal consequences of the actions of a notary/ppat in accordance with the legal consequences obtained by Faridah, SH.MKKn where in his decision the judge tried :

1. Declare the defendant 1. Faridah, SH.MKKn and the defendant 2. Ina Rosaina, SH, each of whom has been proven legally and convinced guilty of committing the crime "Jointly participating in the forgery of authentic documents and money laundering";
2. Sentenced punishment against Defendant 1. Faridah, SH.MKKn and Defendant 2. Ina Rosaina, SH, therefore with imprisonment for 2 (two) years and 8 (eight) months each, a fine of Rp.1,000,000,000 each,-(one billion rupiah) but if the fine is not paid then it is replaced by imprisonment for 1 (one) month each;

In his decision the judge stated that the notary/ppat Farida had been proven and valid and believed he was guilty of committing a crime, jointly committing forgery of authentic documents and money laundering. So that the legal consequences for the legal consequences committed by defendant Faridah who is a notary/ppat are entangled in imprisonment and fines. According to Abdulkadir Muhammad, the defendant Faridah had committed an unlawful act (tort liability) where the result of the unlawful act was without questioning the error (strict liability), based on his actions either intentionally or unintentionally, meaning that even though it is not his fault he is still responsible for the losses incurred as a result of his actions. What the notary/ppat did in the case of the land mafia with the victim Nirina Zubir was an act without questioning the mistake in manipulating the authentic deed, which means that the defendant Faridah is still responsible for the losses incurred by Nirina Zubir with a criminal penalty.

Meanwhile, if referring to the theory of responsibility according to Nico regarding the responsibilities of a notary as a public official related to material truth, the accused faridah falls into four categories of responsibility. Defendant Faridah was proven to be civilly responsible for causing harm to Nirina Zubir for falsifying an authentic deed, criminally responsible for her actions in forging an authentic deed, responsible for notary office regulations because the truth of the deed she made was a deed that was not in accordance with the actual rights, and responsibility in carrying out the duties of his position based on the notary's code of ethics where the defendant has violated the code of ethics because he was proven to have committed an unlawful act and abused his authority.

Conclusion

If viewed from the case with the victim Nirina Zubir, the validity of an authentic deed made by a notary using a deed of power of attorney to sell fakes is not in accordance with lawful power of attorney will be null and void, according to Article 1321 BW that no agreement is valid if the agreement was given due to an oversight, or obtained by coercion or deception. The household members in this case obtained the six land title certificates by taking the land title certificates and informing the original right holders that the certificates were lost. So the sale and purchase agreement made by a notary who is also a defendant should be null and void and legal acts of sale and purchase cannot be carried out based on a sale and purchase agreement which is null and void.

Defendant Faridah as a notary and PPAT has committed an unlawful act (tort liability) as a result of the unlawful act without questioning the error (strict liability), based on his actions either intentionally or unintentionally, meaning that even though it is not his fault he is still responsible for the losses incurred as a result of his actions. The notary/ppat in the land mafia case with the victim Nirina Zubir was an act without questioning the mistake in manipulating the authentic deed, which means that the defendant Faridah remains responsible for the losses incurred by Nirina Zubir with a criminal penalty.

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