

THE TRANSFER OF LAND RIGHTS USES THE SELLING POWER OF OFFICIAL CERTIFIER OF TITLE DEEDS (CASE OF SUPREME COURT DECISION NUMBER 3017 K/PDT/2019

Tara Ulina Ginting^{1*}, Benny Djaja²
Tarumanagara University, West Jakarta, Indonesia
Email: taraulina@gmail.com^{1*}, Bennyd@fh.Untar.ac.id²

ABSTRACT

Abstract: The act of the Certifier of Title Deeds transferring the right to the land owned by the seller using the Deed of Power of Attorney to sell, a legal problem arises when transferring land rights by using the selling power of attorney from the Certifier of Title Deeds based on Government Regulation Number 24 of 2016 on. Amendment to Government Regulation No. 37 of 1998 concerning Regulations for the Positions of Officials Making Land Deeds. (Case Study Supreme Court Decision No. 3017 K/PDT/2019 JO Decision of the Central Examination Committee Number 08/B/MPPN/IX/2018) and the responsibility of the Certifier of Title Deeds who transfer land rights by using the power of attorney. (Case Study of Supreme Court Decision Number 3017 K/PDT/2019 JO Decision of the Central Examination Committee of Notaries Number 08/B/MPPN/IX/2018). This research uses normative juridical research. The research results obtained that the transfer of rights to land using power of attorney for sale, binding sale-purchase agreement, and disposal of object certificates of owner Bachelor of Law only have the power of underhand deed so that cancellation can be requested. Based on the Decision of the Central Examination Council of Notaries Number 08/B/MPPN/XI/2018 Notaries and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law was imposed administrative sanctions that have been by statutory regulations and Supreme Court Decision No. 3017 K/PDT/2019 can be examined in more depth regarding the main points of the case and is subject to sanctions for unlawful acts as the legal basis for the lawsuit.

Keywords: Leaking Data; Legal Liability; Consumer Protection Law

Introduction

Article 1 paragraph (3) of the 1945 Constitution states that the State of Indonesia is a state based on law. Society must be based on law. Both the public and officials, anyone must be submissive and proper to the law. In the same way, the Welfare State states that the state must actively strive for welfare, and act fairly, which can be felt by the whole society equally and in balance (Hidayat, 2017). The definition of a Welfare State (State of Welfare) is the political will of the state to utilize resources for the welfare of the people. This can be seen in a series of articles in the 1945 Constitution, starting from Article 27, Article 28, Article 31, Article 33, and Article 34.

R. Subekti and R. Tjitrosudibi stated that in agreeing one must pay attention to the elements in the agreement as follows (ROSYIDI, 2018):

1. Agree from two or more parties.
2. The agreement reached must be an agreement or depend on the parties.
3. A desire or goal of the parties to arise legal consequences.

4. There are legal consequences for the interests of one or more parties from other burdens.
5. Obtained with the provisions of the legislation.

According to customary law, the sale and purchase of land is a legal item of transferring land rights with the payment of the price being made in Bachelor of Law, meaning that the mutually agreed price has been paid when the sale and purchase is carried out (Setia & Harlina, 2022).

Whereas in the transfer of land rights, of course, the presence of the seller and the buyer as well as witnesses before the official making the land deed must be attended. However, there was one case encountered in the investigation where the transfer of land rights used the power of attorney from the seller to the Land Deed Making Officer (Certifier of Title Deeds). The owner of the land, Mrs. Walati Mangun Perbawa as the seller and the plaintiff, who in the case proceeded from R. Subagi0 as the attorney, has submitted a certificate of owner Bachelor of Law rights (Bachelor of Law) to the Certifier Of Title Deeds /Notary Muhammad Irsan, S.H., the defendant as the Certifier Of Title Deeds and Notary with the city assignment area Tangerang, to check the authenticity of certificates of owner Bachelor of Law rights or Bachelor Of LawM N0. 2841 /Bintaro to the local land office requested by Firman Sakawaii. As a buyer and related to a sale and purchase plan between the buyer and the seller of a plot of land and a house building with a transaction selling price of Rp. 17,000,000,000. (Seventeen Billion Rupiah).

After submitting to the defendant in the form of a Certificate of Owner Bachelor of Law. Over time, it turned out that the land owner or plaintiff did not receive any news from the Certifier of Title Deeds. The plaintiff met Mr. Treasurer to discuss further regarding the issue of a certificate of owner Bachelor of Law rights. Subsequently, the plaintiff, together with Firman Sakawai, as the first buyer known to the plaintiff, came to the meeting room, it turned out that the defendant was already in that room, who immediately handed over several documents of deed documents for the land owner to sign.

Before heading to the Hartawan office in the North Jakarta Pantai Indah Kapuk area. Firman Sakawaii invited the plaintiff to open a savings account at Bank Mandiri in the Bendungan area, South Jakarta. After that, the savings book in the name of the plaintiff was brought by Firman Sakawai to the bank and then returned to the plaintiff by stating that there had been a payment for it and it turned out that recently it was proven that the payment transaction was fraudulent.

Over time, there has been no payment to the plaintiff as the owner of the land. In the end, the plaintiff went to the local land office to check his certificate of owner Bachelor of Law and wanted to make the certificate of owner Bachelor of Law. The result was also surprising, it turned out that the Property Rights Certificate Tjitrosudibi Number.2841/Bintaro had been downgraded to a Building Use Rights Certificate Number.2058/Bintaro. This certainly makes the plaintiff suffer a great loss, as well as losing the owner's Bachelor of Law rights to the land.

Research Method

Type of Research

The method used in this study is a normative research method, namely a research method carried out by analyzing library materials to solve legal issues raised by the author. Number 24 of 2016 concerning Amendments to Government Regulation

Number 37 of 1998 concerning Regulations for the Position of Officials Making Land Deeds. (Case Study of Supreme Court Decision Number 3017 K/PDT/2019 Jo Decision of the Notary Central Examining Council Number 08/B/MPPN/IX/2018).

Nature of Research

The research that the author uses is descriptive-analytical research intended to provide as accurate data as possible about humans, conditions, or other phenomena.

Data Type

The type of data that is traced first is secondary data, data obtained from library materials. Secondary data Includee, among others, official documents, books, research results in the form of reports, diaries, and so on In this study, secondary data includes:

1. Primary legal material, namely binding legal material consisting of laws and regulations, such as:

- a. Civil Procedure Code
 - b. Law Number 5 of 1960 concerning Basic Agrarian Regulations
 - c. Government Regulation Number 24 of 1997 concerning Land Registration
 - d. Government Regulation Number 37 of 1998 concerning Regulations for the Position of Land Deed Officials 4) Law Number 30 of 2004 concerning the Position of Notary
 - e. Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Position Regulations for Officials Making Land Deeds
 - f. Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public
 - g. Law Number 6 of 2014 concerning Villages
 - h. Decision of Notary Central Examining Council Number 08/B/MPPN/IX/2018
 - i. Supreme Court Decision Number 3017 K/PDT/2019
2. Secondary legal materials, namely secondary legal materials used include legal publications which include books, texts, legal journals, and other scientific works. In addition, it also uses secondary legal materials.

Data collection technique

The approach used in this study is the statutory approach. If associated with using Government Regulation Number 24 of 2016 concerning Amendments to Regulations Government Number 37 of 1998 concerning Position Regulations for Land Deed Making Officials regarding the transfer of land rights by PPAT using the selling power. It is intended that this study use laws and regulations as the initial basis for conducting analysis.

Data Processing Techniques

The analysis technique used in this research is deductive logic. Deductive logic has the meaning that it is a way of thinking that departs from the understanding that something that applies to the whole event or group/type, also applies to each element in the group/type event.

Deductive logic requires a syllogism consisting of a major premise, a minor premise, and a conclusion. The major premise is a general provision, the minor premise contains specific facts, and the conclusion is an attempt to conclude the relationship between the major premise and the minor premise.

Data Analysis Techniques

Data analysis is an activity in research in the form of conducting studies or studying the results of data processing assisted by previously obtained theories. In simple terms, this data analysis is referred to as the activity of giving a review, which can be meaningful oppose, criticize, support, add or provide comments and then make a conclusion on the results of the research with your mind and the help of theory.

Result And Discussion

The problem of how is the legality of the transfer of land rights by using the power of attorney from Certifier of Title Deeds based on regulations Government Number 24 of 2016 on Amendments to Government Regulation Number 37 of 1998 concerning Regulations for the Position of Officials Making Land Deeds (Masriani, 2022). (Case Study of the Supreme Court Decision Number 3017 K/PDT/2019 JO Decision of the Examining Council the Notary Center No. 08/B/MPPN/IX/2018 will explain more about the selling power of attorney, which is a form of special power of attorney that is made following the making of a binding sale and purchase agreement of land rights or can be referred to as PPJB. is an agreement between the selling party and the buying party where before the sale is carried out due to the existence of elements that must be fulfilled in the sale and purchase, among other things, the certificate does not yet exist because it is still in process and there has not been a price settlement. 51 There are 2 types of PPJB, namely a binding agreement Unpaid Sale-Buy Agreement, and an Unpaid Sale-Buy Binding Agreement. Sale and Purchase of Bachelor of Law Binding The payment has been made in full, but several conditions for buying and selling have not been fulfilled, while the binding sale and purchase agreement is not paid for, namely an agreement made in terms of payment has not been made in full or in installments (Hamonangan et al., 2021) . There is a binding sale and purchase agreement, there has not been a physical or juridical handover of the object being traded. In the case of Article 37 of Government Regulation No. 24 of 1997 concerning Land Registration, it is stated that the transfer of land rights through sale and purchase, exchange, grants, income within the company, and other legal actions of transferring rights, except for the transfer of rights through legal tender, can only be registered if it is proven with a deed made by the authorized Certifier of Title Deeds according to the provisions of the applicable laws and regulations. A transfer of rights to a new land is said to be and can be carried out using a Sale-Purchase Deed drawn up by the local Certifer of Title Deeds, where the land that makes the object of sale and purchase is located. In practice, to protect the legal interests of the buyer, in the sale-buy binding agreement, the notary will make a deed of power of attorney to sell given by the seller to the buyer which can be made in the form of a deed that is separate from the sale and purchase binding agreement but can be one unit. in the Sale-Buy Binding Agreement (Arifa & Dharsana, 2022). The power of attorney gives the power to the buyer to carry out the sale and purchase of the land being traded before the Certifer of Title Deeds without again having to require assistance and approval from the seller (Cipta, 2020).

Deed of Sale-Purchase Binding Agreement and Deed of Power of Attorney for sale, the buyer will face the Certifier of Title Deeds to make a real Deed of Sale-Purchase. If you look at this discussion, it is known that the seller, as the land owner, lost his rights to the land he owns due to a transfer of land rights based on Deed of Attorney of Sale Number 2 dated May 2 2017 made by Notary Notary and Certifer of Title Deeds Muhammad Irsan, Bachelor of Law. The deed of power of attorney to sell is a deed based on the deed of binding sale and purchase agreement NUMBER 1 dated 2 May 2017 and then followed by the deed of agreement on the disposal of the object of owner Bachelor of Law certificate N0. 2841/Bintaro Number 3 dated 2 May 2017. Thus, the power of attorney to sell is given because it is for legal protection for the Buyer to be able to carry out the making of the Deed of Sale and Purchase before the Certifier of Title Deeds directly without the presence of the seller. Related to this discussion, the form of power of attorney to sell is a separate deed based on the Deed of Power of Attorney to sell Number 2 dated 2 May 2017. The deed of power of attorney to sell is the basis for the buyer to sign the Deed of Sale and Purchase made by the local Certifer of Title Deeds where the location of the land Bachelor of Law be located, namely the Certifer of Title Deeds which located in South Jakarta due to the existence of the land. The deed was signed by the seller before the Certifer of Title Deeds and Notary Muhammad Irsan, Bachelor of Law. In this case, the deed of authorization to sell is a valid deed drawn up by a notary and Certifer of Title Deeds can be used by the buying party to transfer the owner Bachelor of Law of land rights belonging to the selling party to the authorized Certifer of Title Deeds. The form of the deed of power of attorney, which is separate from the deed of binding sale and purchase agreement, in this case also does not violate the provisions of the laws and regulations, because there are no provisions governing the form of power of attorney to sell it.

However, the problem is that the transfer of land rights based on the Deed of Authorization for Sale is not accompanied by payments made by the Buyer and there is uncertainty regarding the agreement on the price of the land. Then it is also known that there are differences in the date of signing the contract according to the parties

The seller signed on April 27, 2017, while the deed submitted as evidence in court states that the entire date of the deed is May 2, 2017. Therefore, there is a difference between the date of signing and the date on the deed listed in the deed. In addition, the signing of the deed is not carried out jointly between the parties (the seller and the buyer), so that it does not fulfill the element of signing the deed jointly between the appearers, witnesses, and the Notary after the deed was read by the Notary. For the actions of the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law, there were legal consequences

The legality of the deeds he made when viewed in Article 16 paragraph (9) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 regarding the Position of Notary Public, said if one of the conditions referred to in the Agreement, namely an agreement made in terms of paragraph (1) letter m and paragraph (7) are not

fulfilled, then the relevant deed only has the power of proof as a deed under the hand. And Article 44 paragraph (5) of Law No. 2 of 2014 concerning Amendments to the Law Number 30 of 2004 concerning the Position of Notary Public says that the violation against the provisions referred to in paragraph (1), paragraph (2), paragraph (3), paragraph (4) resulting in a deed only having the power of proof as a deed under the hand and can be a reason for the parties to suffer losses to demand reimbursement of costs, compensation and interest from the Notary. Even though there are deviations in the practice of reading the deed as happened in the case discussed this can be done as long as the parties know and agree. Then in making the authentic deed, the Notary must include the information contained at the end of the deed which states that the deed is not read in front of the appearers in person together (Manullang, 2019).

Thus, even though there are differences in the time and place of reading the deed, the deed number remains one and is not separated. Condition the second is in the case of reading the deed which is carried out separately, the location for reading the different deed is still the area of the office of the Notary who reads the deed. In the case discussed here, Notary Muhammad Irsan, Bachelor of Law did not include a statement at the end of the deed stating that the reading of the deed is carried out separately between the seller and the buyer. Apart from that, the reading of the deed which was carried out separately also took place at Pantai Indah Kapuk, North Jakarta which is (outside) the area of the office of Notary Muhammad Irsan, Bachelor of Law. namely in the City of Tangerang. Thus, the justification for deviations from the reading of notarial deeds which were carried out separately was also not fulfilled and caused all the statements made by notary Muhammad Iran, Bachelor of Law to have the force of proof as private deeds.

This is in line with Article 1335 of the Civil Code which states that an agreement without a cause, or which has been made due to a reason (false, or forbidden, has no force. In this case, apart from the actions of the Notary and Certified Title Deeds, Muhammad Iran, Bachelor of Law which have been mentioned above, there is also an act of the Buyer who commits fraud in the form of falsifying a form of proof of payment for the purchase price that has been agreed upon by both parties, so that the right to the land belonging to the Selling party passes without receiving full payment from the Purchaser. a legal deed that binds the parties. The deed of the sale-buy binding agreement is an agreement that must comply with the provisions of Article 1320 of the Civil Code concerning subjective and objective conditions. In discussing this case, the buyer can be said to have committed fraud against the seller by not committing payment of the agreed transaction price. At that time, the Buyer provided proof of payment in the form of a savings book with a nominal value of Rp. 15,000,000,000,- (fifteen billion Rupiah), but later it was proven the payment is fictitious. Even if you look at Article 1321 of the Civil Code it says that there is no valid agreement if the agreement was given due to an oversight, or it was obtained by coercion or fraud. Therefore, with the existence of an element of fraud in payments made by the Buyer, the subjective terms of the agreement in Article 1320 of the Civil

Code, namely the element of the agreement, are not fulfilled because there is bad faith in the form of fraud committed by the Buyer. Thus the legality of the Deed of Sale-Buy Binding Agreement Number 1 dated 2 May 2017 became invalid and resulted in the Deed of Authorization of Sale Number 1 dated 2 May 2017 which became the basis for making the Deed of Sale-Purchase of Land for the transfer of land rights belonging to the seller to the buyer. before the Certifier of Title Deeds becomes invalid because it contains elements of legal defects. On the other hand, the transfer of owner Bachelor of Law of land rights is an authority owned by the Certifier of Title Deeds as stated in Article 2 of Government Regulation No. authorized to make a deed as evidence that a legal action has been carried out, which in this case is the sale and purchase of land, in which the deed made is the basis for the registration of changes to land registration data carried out at the Land Office. Then Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration stipulates that a transfer of land rights is carried out using a Sale-Buy Deed drawn up by the local Certifier of Title Deeds (Setiadi et al., 2019).

Where in the case discussed, the transfer of land rights only used the Deed of Authorization to Sell which was based on the Deed of Binding Sale and Purchase Agreement drawn up by the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law, which is not his authority to transfer land rights belonging to the seller. So that in this discussion, the transfer of land rights that occurred has violated the provisions of Article 2 of Government Regulation Number 37 of 998 and Article 37 of Government Regulation Number 24 of 1997 because it was not carried out with the Deed of Sale-Buy which is the authority of the authorized Certifier of Title Deeds (Rosadi, 2020).

Furthermore, regarding the Certifier of Title Deeds's accountability by transferring land rights by using the power of attorney. (Case Study Supreme Court Decision No. 3017 K/PDT/2019 Jo Decision of the Notarial Central Examiner Council No. 08/B/MPPN/IX/2018) Notarial Central Examiner Majelis Decision No. 08/B/MPPN/XI/2018 regarding professional responsibilities stated guilty of committing an unlawful act and is subject to sanctions, if you see the Supreme Court Decision Number 3017 K/PDT/2019 regarding the legal responsibility of the Notary and Certifier Of Title Deeds Muhammad Irsan, Bachelor of Law stated that the Plaintiff's lawsuit could not be accepted because the lawsuit by Mrs. Walati Mangun Perbawa as the Plaintiff was declared blurred and the exception of Notary and Certified Of Title Deeds Muhammad Irsan, Bachelor of Law as the Defendant was granted. So that the lawsuit for unlawful acts submitted to Notary Muhammad Irsan, Bachelor of Law cannot be examined, Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law was declared innocent of all losses suffered by the Plaintiff who was the seller's party. Looking at the point of view of the notary's responsibility, it includes the material truth of the truth of the deed he made and also the formal truth which is based on the statements of the parties involved in the process of making the deed. The notary is not responsible for the negligence and errors in the contents of the deed made before him,

but the notary is only responsible in the form of the formal correctness of the authentic deed as stated by the law. Even though basically in making a deed, the Notary only checks the formal truth given by the parties, however, the Notary must also check the material truth. In this case, in addition to checking the formal correctness, the Certifier of Title Deeds that made the Sale and Purchase Deed Bachelor of Law also checks the material correctness related to the payment made by the Buyer at the time of drawing up the Deed of Sale and Purchase Binding Agreement, Deed of Power of Attorney and Deed of Disposal Agreement for the object of the No Certificate of Owner Bachelor of Law. 2841/Bintaro. At least the Certifier of Title Deeds who made the Sale-Buy Deed checked whether a statement letter from Muhammad Irsan, Bachelor of Law related to the payment made by the Buyer stated that the payment had been paid off. To protect the interests of the seller who wants to release his land. However, if this discussion can be examined and decided, the lawsuit for unlawful acts filed by Plaintiff against Defendant's Bachelor of Law be granted. Unlawful acts, as seen in Article 1365 of the Civil Code, are any unlawful acts that bring harm to another person, obliging the person who because of his mistake to issue the loss, compensate for the loss. Based on the explanation in the article, 4 (four) conditions must be met to be said an act is an unlawful act, namely (Siombo & Davinia, 2022):

1. There is an Unlawful Act;
2. There was an error;
3. There is a causal relation between Bachelor of Law between the loss and the action;
4. There is a loss

So, it can be said, if the case in this discussion is related to the terms of an unlawful act, then the actions of Notary Muhammad Irsan, Bachelor of Law have complied with the provisions of Article 1365 of the Civil Code. Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law has violated the provisions of Article 37 of Government Regulation No. 24 of 1997 regarding the transfer of land rights which are required to use a Sale-Buy Deed made by the local Certifier Of Title Deeds. The notary and Certifier Of Title Deeds Muhammad Irsan, Bachelor Of Law have drawn up the Deed of Sale-Purchase Binding Agreement Number 1 dated 2 May 2017 along with the Deed of Power of Attorney to Sell Number 2 dated 2 May 2017 and the Deed of Agreement on Disposing of Objects of Property Rights Certificates Number 2841/Bintaro Number 3 dated 2 May 2017, then these three deeds are the basis for Notary and Certifier Of Title Deeds Muhammad Irsan, Bachelor of Law to transfer rights to land belonging to the Plaintiff to the Buyer. The deed of the Sale-Purchase Binding Agreement is an unpaid Sale-Purchase Binding Agreement because the Buyer has not made any payment to Plaintiff. The deed of power of attorney for sale based on the deed of binding sale-buy agreement is then used as the basis for carrying out the sale-purchase of land by the buyer before the Certifier of Title Deeds (Sibuea, 2022). therefore, the Power of Attorney Deed Bachelor of Law not be given to the Buyer to protect the legal interests of the Seller who have not received payment from the Buyer. The fulfillment of the element of wrongdoing in the Unlawful Act of Notary and Certifier of Title Deeds Muhammad

Irsan, Bachelor of Law is fulfilled with the thought that Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law knew that his actions could be detrimental to the Plaintiff. In this discussion, the Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law transferred the Certificate of Owner Bachelor of Law Number 2841/Bintaro belonging to the Plaintiff which was entrusted to the Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law for checking certificate to the local National Land Agency in the framework of the plan to sell and buy land owned by the Plaintiff and the Buyer. Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law knowingly handed over Certificate of Owner Bachelor of Law No. 2841/Bintaro to the Buyer, even though payment for the land had not been made by the Buyer. The transfer of land title certificate number 2841/Bintaro to the buyer is only based on the deed of sale and purchase binding agreement number 1 dated May 2, 2017, which in the deed of the sale and purchase binding agreement has not yet here is a change in land rights and no payment has been made by the Buyer so that this is detrimental to the Plaintiff as the Seller, with the transfer of Certificate of Owner Bachelor of Law No. 2841/Bintaro to the Buyer. An element of error committed by the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law, caused the Plaintiff to suffer losses. With the Deed of Authorization to Sell Number 2 dated May 2, 2017, the Buyer can easily transfer land rights to another party because the Certificate of Owner Bachelor of Law Number 2841/Bintaro is already in his power. This is of course very detrimental to Plaintiff as the seller because in this case no payment has been made by the buyer. While on the way to the Buyer's office to sign the deeds made by the Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law related to the plan to transfer land rights, the Buyer provided proof of payment in the amount of Rp. 15,000,000,000.- (fifteen billion Rupiah) to the Plaintiff in the form of a savings book, however, it was discovered later that the payment was fictitious. This is of course detrimental to the Plaintiff because the Plaintiff has lost his land rights which were later discovered to have been transferred to another third party and his land rights to have been reduced to Building Use Rights, without receiving payment as agreed in the Deed of the Sale-Buy Binding Agreement. Losses resulting from the actions of the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law resulted in a material consequence, in which the Plaintiff as the Seller lost his rights to the land he owned. The amount of loss that must be borne by the plaintiff is Rp. 17,000,000,000.- (seventeen billion Rupiah), according to the agreement between the selling party and the buying party as stipulated in the Deed of Binding Sale and Purchase Agreement Number 1 dated 2 May 2017. So, it is clear that the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor Of Law have committed an unlawful act on the legal basis of Article 1365 of the Civil Code. Thus, if this discussion can be examined by the Tangerang District Court, the Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law may be subject to civil sanctions in the form of compensation to the Plaintiff, the annulment of the three deeds drawn up by Notary Muhammad Irsan, Bachelor of Law, which can restore the original condition to what it was before the occurrence of these deeds, Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law can be requested to return the Certificate of Owner

Bachelor of Law No. 2841/Bintaro belonging to the Plaintiff which was transferred without a valid legal basis, namely only based on the Deed of Binding Sale-Buy Agreement No. 1 dated 2 May 2017.

Notaries and Certifier of Title Deeds s carrying out their positions have fundamental responsibilities and always go hand in hand with their positions. The responsibility of a Notary is divided into 3 (three) types, namely moral responsibility, professional responsibility, and legal responsibility. Moral responsibility is dropped to a Notary if a Notary violates the provisions contained in the Notary's Code of Ethics, professional responsibility is dropped if the Notary violates the provisions contained in the Law on the Position of a Notary, and legal responsibility which can be in the form of civil liability and liability criminal responsibility. If there is a violation committed by a Notary and Certifier of Title Deeds, they must be held accountable for each of these actions. In discussing this case, as explained in the position case, the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law has committed several violations contained in the Notary Office Act and other statutory regulations. other invitations. In connection with the actions committed by Notary and Certifier Of Title Deeds Muhammad Irsan, Bachelor of Law, there are 2 (two) decisions regarding this case, namely through the Supreme Court Decision Number 3017 K/PDT/2019 responsibility the law and the Decision of the Notary Central Examining Council No. 08/B/MPPN/XI/2018 for professional responsibility. The two decisions, it has been explained regarding the actions of the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law who have violated the provisions contained in the Law on the Position of Notary, the Code of Ethics of the Notary, and other laws and regulations, namely Article 1365 of the Civil Code regarding Unlawful Acts. Based on the Decision of the Majelis Central Examiner Notary No. 08/B/MPPN/XI/2018, Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law has been proven to have violated the Law on Notary Office and the Notary Code of Ethics as follows (Parawansa & Tanawijaya, 2021):

1. Draw up the entire deed referred to outside the area of the office, based on Article 17 paragraph (1) letter of the Law on the Position of Notary Jo. Article 19 paragraph (3) of the Law on Notary Office and Article 3 point 15 of the Notary Code of Ethics;
2. Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law did not provide copies of all deeds signed by the seller, based on Article 16 paragraph (1) letter d of the Law on Notary Office;

Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law were diBachelor of Lawonest and partial. Buyer, under Article 16 paragraph (1) letter a of the Law on Notary Office;

Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law read the deed to the parties, but this is not done jointly between the seller and the buyer, based on Article 16 paragraph (1) letter m of the Law on the Position of Notary. 52 In Article 18 of the Law on the Position of a Notary Public, says that a Notary has a domicile in a district or city area. The notary has a territory of office that covers the entire province of the place

of domicile. It is known that Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law is a Notary and Certifier of Title Deeds who has a domicile in the City of Tangerang. So, the area of the office of Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law covers the entire province of Banten. In this discussion, the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law were proven guilty of making 3 (three) deeds outside their area of the office, namely in the buyer's office located at Pantai Indah Kapuk, North Jakarta. The actions of the Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law have violated the provisions contained in Article 17 paragraph (Pradita, 2019).

(1) letter a of Law No. 0m0r 2 of 2014 concerning Amendment to Law No. 30 of 2004 concerning Office of Notary which states that Notaries are prohibited from holding positions outside their territory of office. Even In Government Regulation No. 24 of 2016, there is Article 12 paragraph (1) that says the work area of a Certifier of Title Deeds is one provincial area and Article 12A of Certifier of Title Deeds has a domicile in the district/city in the province which is part of the work area.

Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law also violated the provisions of Article 3 point 15 of the Notary's Code of Ethics which states that a Notary is obliged to hold the position of Notary in his office, except for certain reasons. Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law have legally violated the provisions contained in the Notary Office Act and Notary Code of Ethics as mentioned above because

Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law made the deed and carried it out the signing of the deed was not in his office which was in Tangerang City, But, at the buyer's office which is in another province, namely at Pantai Indah Kapuk, North Jakarta, with no particular reason to carry out the making of the deed outside the territory of his office.

The notary Bachelor of Law also be obliged to issue a copy of the deed as stated in Article 16 paragraph (1) letter d of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary, in this discussion the Notary and Certified Of Title Deeds Muhammad Irsan, Bachelor Of Law refused to provide copies of the three deed he made when asked by Mrs. Waliati Mangun Perbawa who was a party to the deed he made because giving copies of the three deed he made was not under the authority of Notary Muhammad Irsan, Bachelor of Law. The parties listed in the deed have the right to obtain a copy of the deed from the Notary who made the deed. This is in line with what is stated in Article 54 of Law Number 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary, which states that a Notary can only give, how, or notify the contents of the deed, gross deed, copy of the deed or excerpt deed, to people who have a direct interest in the deed, heirs, or people who obtain rights unless specified in laws and regulations. Thus, the actions of Notary and Certified of

Title Deeds Muhammad Irsan, Bachelor of Law have been reviewed violating the provisions of Article 16 paragraph (1) letter d of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Position

A notary, a notary who makes a deed Bachelor of Law would issue a copy and provide the copy to interested parties, in this case, Mrs. Waliatai Mangun Perbawa as the seller and the actions of the notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law have violated the rights of the seller at the same time party to the deed to obtain a copy of the deed signed by him. That way the Notary and Certified of Title Deeds Bachelor would be obliged to carry out their positions in a trustworthy, honest, thorough, independent, impartial, and safeguarding position.

The interests of the parties involved in legal actions as stated in Article 16 paragraph (1) letter of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public (Yulianti & Anshari, 2021).

In this discussion, Muhammad Irsan, Bachelor of Law is the Notary and Certified Of Title Deeds appointed by the Purchaser to carry out the drafting of deeds in connection with the plan to sell land in Bintaro, South Jakarta. What is known is that Notary and Certifier of Title Deeds Muhammad Irsan, Bachelor of Law is a Notary appointed by the Buyer, but Muhammad Irsan, Bachelor of Law Bachelor of would be able to neutralize and carry out the duties of his position. On the partisan Bachelor of Law of Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law to one of the parties, namely the Purchaser, it was proven that when the Seller wanted to request a copy of the deed from the Notary and Certifier Of Title Deeds Muhammad Irsan, Bachelor Of Law, however, the Notary and Certifier Of Title Deeds Muhammad Irsan, Bachelor Of Law did not provide a copy of the deed because it was not the authority of the Notary and Certified Of Title Deeds Muhammad Irsan, Bachelor Of Law to provide the copy by saying that the seller Bachelor of Law would have directly met the purchaser to obtain a copy of the deed he made. By not providing copies of the three deeds, the seller cannot know the contents of the agreement he signed, especially regarding the rights and obligations of the parties.

A party who signed the deed. This proves that in carrying out his position the Notary and Certified Of Title Deeds Muhammad Irsan, Bachelor Of Law has sided with one of the parties who signed the deeds, namely the Buyer, and cannot protect the interests of the parties involved in the legal action. It is known that a notarial deed can be said to be an authentic deed if its form complies with the provisions of Article 38 of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary Public, and In the process of making the deed, it was read out in front of the appearers and witnesses, then the deed was signed by the appearers, witnesses, and notary. The reading of the deed in the process of making a Notary deed is an important matter as stated in Article 16 paragraph (1) letter m

Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Office of a Notary, namely the Notary is required to read the deed before the appeared in the presence of at least 2 (two) witnesses, or 4 (four) Special witness for the making of a will under the hand and signed at that time also the appearers, witnesses, and notaries. But in this discussion, Notary and Certifer of Title Deeds Muhammad Irsan, Bachelor of Law have correctly read the notary deed he made. However, the problem was that the Notary and Certified of Title Deeds Muhammad Irsan, Bachelor of Law did not read out the contents of the deed in front of the appearers who were the parties in a joint agreement. Because the reading of the deed is not carried out jointly between the seller and the buyer, this is detrimental to the seller because he does not know who the opposing party is in the process of signing the deed of the binding sale and purchase agreement. In principle, reading and signing the deed is an act that is not divided and is an integral act. This means that it is not permissible for one appeared to sign the deed on this day and another appeared to sign the deed on a different day. For those actions violating the provisions in the Law on Notary Office mentioned above, Notary and Certifer of Title Deeds Muhammad Irsan, Bachelor of Law was given administrative sanctions in the form of temporary dismissal from his position for 6 (six) months imposed by OIeh Majelis Central Notary Examiner.

The decision of the Notary Central Examining Council is a decision at the appeal level which has final and binding legal force. The decision of the Supreme Public Examiner's Office No. 08/B/MPPN/XI/2018 is a decision that upholds the Decision of the Majlis Notarial Examiner's Office for Banten Province No. 06/PTS/MJ.PWN Prov. Banten/V/2018 which proposes to the Notary Central Examination Council to temporarily suspend for 6 (six) months. Administrative sanction in the form of temporary dismissal from the position of Notary is an authority owned by the Notary Central Examining Council as stated in Article 77 letter c of the Law on Notary Office. In addition, the imposition of administrative sanctions in the form of dismissal for 6 (six) months is a matter that is by Article 9 of the Law -The Notary Position Law which has been mentioned above, based on the discussion of this case, was decided by the Notary Central Examining Council. Even in Government Regulation Number 37 of 1998 concerning Official Position Regulations. The maker of the Land Deed in Article 22 says that the Certifer of Title Deeds Deed must read/explain its contents to the parties in the presence of at least 2 (two) witnesses before it is signed immediately by the parties, the witnesses and the Certifer of Title Deeds.

Conclusion

Regarding the legality of the transfer of land rights using the Deed of Authorization to Sell Number 2 dated 2 May 2017, which is based on the Agreement Agreement Contract for Sale of Beii Number 1 dated 2 May 2017, is a legal act. Even so, in the Deed of Contract of Sale Agreement of BEII Number 1 dated 2 May 2017 which is the basis for making the Deed of Power of Attorney to Sell Number 2 dated 2 May 2017 it is known that the

elements of the agreement as in Article 1321 of the Civil Code do not have due to fraud on the part of the Buyer, so the Deed of Agreement on Binding of Sale -Beli Number 1 dated May 2 2017 is considered legally flawed and invalid, which resulted in the transfer of rights to the land owned by Mrs. Waliati Mangun Perbawa to become invalid. Legal consequences of the deeds drawn up by the Notary and Certified Of Title Deeds Muhammad Irsan, Bachelor Of Law, namely the Deed of Purchase Agreement Agreement Number 1 dated 2 May 2017, Deed of Power of Attorney Number 2 dated 2 May 2017 and Deed of Agreement to Dispose of the Object of Property Rights Certificate Number 2841/Bintaro Number 3 dated May 2, 2017, which violates the provisions of laws and regulations only has the strength of proof as a private deed and the consequences of the actions of Certifer Of Title Deeds and Notary Muhammad Iran, Bachelor Of Law, both the selling party can be asked to cancel the three deeds.

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