

The Role of the Land Deed Maker in the Validity of Land Grant Deeds

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ARTICLE INFO	ABSTRACT
Keywords: The role and prudence of PPAT, the validity of grant deeds.	<i>As public officials, Land Deed Officials (PPAT, Pejabat Pembuat Akta Tanah) must comply with the rules in the PPAT Position Regulation, including the primary duties, authorities, prohibitions, and PPAT Code of Ethics. This study examines the role of PPAT and the legal consequences of grant deeds canceled by the panel of judges in Supreme Court Decision Number 503K/Ag/2015. This type of research is normative juridical with statutory, conceptual, and case approaches. The data used is secondary data from primary, secondary, and tertiary legal materials. The results show that Muslim Indonesians are subject to the rules in the Compilation of Islamic Law and the Compilation of Sharia Economic Law and use the Religious Courts to resolve disputes. Grant legal acts must be legalized with a Grant Deed, which is the authority of PPAT. In making a Grant Deed, the PPAT must examine the origin of the granted property. The pillars and conditions of grants in KHI and KHES are cumulative and must be fulfilled. The grant can be canceled if one of the elements is not fulfilled. In the case of grant deed Number 112/II/GB/2003, the PPAT needed to fully carry out its role correctly. Despite having carried out duties by several articles in Government Regulation No. 37/1998 jo PP No. 24/2016, the PPAT violated Article 22 and the precautionary principle in the PPAT Code of Ethics. As a result, the grant deed was declared to have no legal force by the Panel of Judges of the Supreme Court. This research shows that violations by PPAT in making grant deeds can cause the deed to be invalid and null and void, eliminating legal certainty for the parties involved. PPAT's adherence to the rules and the precautionary principle is essential to ensure the legal validity of the deed made.</i>

INTRODUCTION

Grant, according to Article 1666 of the Civil Code (KUHPerdara), is an agreement by which the grantor, during his lifetime, freely and irrevocably, hands over an object for the grantee's needs who accepts the handover. (Azikin, 2018). Everyone can give and receive something as a grant unless the statutory rules are declared incapable (Fadillah & Amin, 2023). The validity of the grant can apply to Article 1320 of the Civil Code, namely:

1. There is an agreement between the two parties;
2. Action skills;
3. The existence of the object of the agreement;
4. The existence of a lawful causa.

Grant arrangements for people who are Muslims, apart from being regulated in the Civil Code, are also further regulated in the Compilation of Islamic Law (KHI, *Kompilasi Hukum Islam*) and the Compilation of Sharia Economic Law (KHES, *Kompilasi Hukum Ekonomi Syariah*). (Alis, 2022). KHI and KHES were made to obtain legal unity in examining and deciding cases for judges in the Religious Courts to decide disputes for Muslim parties. (Muttaqien, 2020). KHI is an essential document regarding Islamic law in Indonesia. (Aulia & Effida, 2018). KHI is not a law but is a guide to the law (Muin & Umam, 2016).

Land granting is an agreement to transfer land rights that must be made before a Land Deed Official (PPAT, *Pejabat Pembuat Akta Tanah*), as is the case with the sale and purchase of land. The land Deed Official is generally also duplicated by notaries. (Rasda et al., 2021).

The accuracy and prudence of PPAT (*Pejabat Pembuat Akta Tanah*) must be prioritized. It is hoped that the deed made by PPAT can meet the requirements to become an authentic deed (Lubis, 2019). As mentioned by Salim H.S., the PPAT Deed functions as evidence that a legal action has been carried out and is used as a strong basis for registering the transfer of rights and encumbrance of the rights concerned.

Problems arise in the grant deed made by PPAT (*Pejabat Pembuat Akta Tanah*) when faced with a lawsuit from the heirs who feel aggrieved on the basis of the transfer of rights (Habibi, 2022). This problem is due to PPAT's obligations that are not carried out properly. One of them is grant cancellation, which often occurs in the community due to unfulfilled formal and material requirements.

There is a case of Sulasih, who has property in the form of land and buildings with a Certificate of Ownership (SHM) Number 389/Karaban with an area of 310 m² (three hundred ten square meters) in the name of Sulasih. Sulasih was married twice; in the first marriage, the husband died and had two children named Tunggingi and Mundari; the second marriage had a child named Superman. Sulasih has one grandchild from Tunggingi named Kumbino. Sulasih and her husband and offspring are all Muslims. In 2003, Kumbino borrowed SHM No. 389/Karaban from Sulasih as collateral to borrow money from the bank, and Sulasih agreed. Kumbino came to Sulasih with the file and asked Sulasih, Tunggingi, and Mundari to sign and stamp their thumbs. When Kumbino was asked by Sulasih what kind of file he was carrying, Kumbino replied that it was to apply for a loan at the bank, and Sulasih believed him. In 2009, Kumbino died, and a Grant Deed was found with Number.112/III/GB/2003 dated March 31, 2003, made by Notary and PPAT Bambang SH, which contained the signatures and thumbprints of Sulasih, Tunggingi, and Mundari. Sulasih, as the grantor, only realized that the file that had been signed had been misused by Kumbino,

Based on the grant deed, Kumbino registered the transfer of rights to the land with the Pati District National Land Agency (BPN), which was initially under Sulasih's name but has now changed to Kumbino's name. After the process of transferring the name of the SHM was completed, Kumbino sold part of the land to Sunarwan (male, Christian) with a Sale and Purchase Deed (AJB) Number 11/2006 dated January 20, 2006, at Notary and PPAT Sugianto, SH but it was still in the process of being split and had not yet been registered at the Pati BPN so that the SHM under Sunarwan's name had not yet been issued. The problem arose when Sunarwan wanted to take control of the land he had bought and asked Sulasih's family to vacate the land.

So Sulasih, Tunggingi, Mundari, and Superman (Plaintiffs) did not accept and filed a lawsuit to cancel the grant deed to the Pati Religious Court (PA Pati) because it was suspected that there was engineering in the transfer of land rights that Kumbino had carried out.

After being processed in court, the decision of PA Pati, which the Supreme Court Decision corroborated, had the same decision, namely granting the plaintiffs' claims. However, it differed from the decision of PTA Semarang, which disagreed with the PA Pati and Supreme Court decisions. There are allegations that PPATs who make grant deeds have not carried out their obligations by their primary duties and authorities, so it needs to be confirmed how the role of PPATs and the legal consequences of grant deeds made and have been canceled by court decisions.

The objective of this research is to analyze the roles and responsibilities of the Land Deed Official (PPAT) in the creation of gift deeds, as well as the legal implications of the cancellation of gift deeds due to PPAT's negligence. This research is expected to provide a deeper understanding of the formal and material requirements and procedures in the creation of gift deeds to minimize potential legal disputes in the future. The benefits of this research are to provide clear guidelines for PPAT in carrying out their duties in accordance with applicable legal provisions, ensuring that the gift deeds created meet the criteria of authentic deeds and possess strong legal validity. Additionally, this research aims to educate the public on the importance of fulfilling all legal requirements in the creation of gift deeds to avoid disputes that could potentially harm all parties involved.

METHOD

This study uses a juridical normative research method that focuses on the study of applicable laws and regulations and the application of legal concepts related to the analyzed cases. This normative approach includes a study of the hierarchy and conformity between various legal regulations. The subject of this study is the Land Deed Making Officer (PPAT) who is responsible for making land grant deeds, while the object of the research is the grant deed made by PPAT, especially the case of grant deeds that were canceled by the Supreme Court decision with case number 503K/Ag/2015.

This research was conducted in the context of Indonesian law, where PPAT plays an important role in the process of making land deeds. The case studied is related to the grant deed made by PPAT and declared invalid by

the Supreme Court. This research highlights the importance of PPAT's rigor and compliance with legal regulations and codes of ethics in carrying out their duties. The sample in this study is legal documents and legal cases that are relevant to the role of PPAT in making grant deeds. The sampling technique used is purposive sampling, where the selected cases are the most relevant and representative to answer the research question.

The data collection techniques in this study include document studies, case analysis, and literature review. Document studies include a review of relevant laws and regulations, legal documents, and literature. Case analysis involves the study of court decisions related to land grant cases, especially those related to the role and obligations of PPAT. Literature review is used to review relevant previous studies to get a better overview and understanding of the topic being researched. The data that has been collected is analyzed using qualitative analysis techniques. The steps of data analysis include data reduction, data presentation, and conclusion drawn. Data reduction is carried out by filtering and summarizing the data that has been collected to focus on information relevant to the research objectives. Data presentation is carried out by organizing data in the form of narratives, tables, or diagrams to facilitate understanding. Conclusions are drawn by interpreting the data that has been presented to draw conclusions about the role of PPAT in making grant deeds and its legal implications.

RESULTS AND DISCUSSION

Abdulsyani argues that a role is an action taken by a person or group of people in a certain way in an effort to carry out their rights and obligations in accordance with their status. (Komaling et al., 2018). Role players are said to play a role if they have carried out their rights and obligations in accordance with their social status in the community (Fatriansyah, 2023). Suppose someone has a certain status in community life. In that case, subsequently, there will be a tendency for new expectations to arise.

Based on the description above, it can be concluded that a person is said to play a role if he has carried out his rights and obligations by his social status in the community. If it is related to the role of PPAT, the role here includes the rights and obligations of PPAT. In making a grant deed, the role of a PPAT is related to the primary duties and authority of a PPAT. The primary duties and authorities of PPAT can be described as follows:

a. Principal Duties of PPAT

Article 2 of Government Regulation Number 37 of 1998 concerning PJ-PPAT, namely:

- 1) PPAT has the primary duty to carry out part of the land registration activities by making a deed as evidence of specific legal actions regarding Land Rights or Property Rights on Flat Housing Units, which will be used to register changes in land registration data caused by the legal action.
- 2) The legal acts referred to in paragraph (1) are as follows:
 - a) Buying and selling;
 - b) Exchange;
 - c) Grants;
 - d) Entry into the company (inbred);
 - e) Division of Joint Rights;
 - f) Granting of Building Rights/Use Rights on Land & Property Rights;
 - g) Granting of Mortgage Rights;
 - h) Granting Power of Attorney to Enforce Mortgage.
 - i) Authority of PPAT

b. Authority of PPAT

Article 3 Paragraph 1 of Government Regulation Number 37 of 1998 concerning the Regulation of the Position of PPAT which states that:

"PPAT has the authority to make authentic deeds regarding all legal acts as mentioned above regarding land rights and rights to apartment units located within its working area."

The consequence is that other officials are not allowed to make deeds other than those mentioned above except regarding the proper transfer through auction.

c. PPAT Code of Ethics

Provisions of Article 1 number 2 of the PPAT Code of Ethics:

"The PPAT Code of Ethics, from now on referred to as the Code of Ethics, does the association determine all moral rules based on the decision of the Congress and those determined by and regulated in the laws and regulations governing the matter and which apply to and must be obeyed by members of the IPPAT association and all persons who carry out their duties as PPATs, including Substitute PPATs."

About Supreme Court Decision No.503/K/Ag/2015, which states that the Grant Deed No.112/II/GB/2003 dated March 31, 2003, made by Notary/PPAT Bambang (Defendant II) is legally invalid due to the negligence of the PPAT who made it. This grant deed was registered with the Land Office and a land certificate was issued based on the grant deed. So, at that time, the grant was considered valid. This means that all interested parties recognize the grant deed as valid. Suppose it is related to the primary duties and authority of a PPAT. In that case, the PPAT has carried out its role as a PPAT when making a grant deed by its primary duties and authority. However, the Supreme Court's decision "canceled the result of PPAT's carelessness". The PPAT has carried out its primary duties and authorities. However, in carrying out these obligations, the PPAT needs to be more careful in carrying out its duties. This is the key to why the deed is finally declared to have no legal force because in carrying out its primary duties and authority, PPAT cannot be separated from the regulations regarding the position of PPAT and the IPPAT Code of Ethics that must be obeyed.

Article 22 of Government Regulation No. 37 of 1998 jo PP No. 24 of 2016 states that the Deed of PPAT must be read or its contents explained to the parties in the presence of at least 2 (two) witnesses before it is signed immediately by the parties, witnesses, and PPAT. (Arum, 2022). However, in reality, PPAT Bambang did not do this.

The PPAT Code of Ethics includes obligations and prohibitions that PPATs must comply with, including:

- 1) Article 3 Letter F of the PPAT Code of Ethics states that the PPAT must work with a complete sense of responsibility, independence, honesty, and impartiality.

In this case, the PPAT clearly favored one of the parties (Kumbino) by approving the documents related to the transfer of land rights based on a grant brought from the PPAT office to be signed by the parties.

- 2) Article 4 Letter L of the PPAT Code of Ethics states that PPATs are prohibited from sending minutes to clients to be signed by those clients.

In this case, the PPAT knew that Kumbino brought the grant deed to be signed by the parties without the PPAT witnessing it.

From the role theory and several articles listed in several laws and regulations, namely:

- 1) Article 2 PP 37 of 1998, the main task of PPAT is to carry out part of the land registration activities by making deeds as evidence of specific legal actions.
- 2) Article 3 paragraph 1 of Government Regulation 37 Year 1998, the authority to make authentic deeds regarding 8 types of legal acts listed in Article 2
- 3) Article 21 Paragraph 3 Letter b PP 37 of 1998, PPAT Deed is made in the form of 2 original copies; the second copy is submitted to the Land Office for registration purposes.
- 4) Article 22 of Government Regulation 37 Year 1998, the Deed of PPAT must be read to the parties present before all parties sign it.
- 5) Article 3 Letter F of the PPAT Code of Ethics, the obligation of PPAT to work with a complete sense of responsibility, independently, honestly, and impartially.
- 6) Article 4 Letter L of the PPAT Code of Ethics the prohibition of PPATs from sending minutes to clients to be signed by those clients

So, it can be concluded that the role of PPAT in the making of grant deed Number 112/II/GB/2003 is not carried out properly because PPAT only carries out its main duties and authorities but is not accompanied by carrying out obligations and prohibitions as well as the principle of prudence, so the grant deed that has been made is declared to have no legal force by the Supreme Court.

There is a role, so there is also the responsibility it carries; it can be said that the existence of a role gives birth to responsibility. In carrying out its role, PPAT also creates legal and moral responsibilities (Maharani, 2023). The responsibility of PPAT legally, is the responsibility of the PPAT to carry out its obligations by the applicable laws and regulations in making deeds. (Assikin et al., 2019). Meanwhile, moral responsibility relates to PPATs implementing the PPAT Code of Ethics in carrying out their positions because the PPAT Code of Ethics is a rule that must be obeyed, which regulates behavior in the context of carrying out the profession and everyday life. (Saputra & Wahyuningsih, 2017).

About this research, the Code of Ethics is a source of rules that a PPAT must uphold. Moreover, the court decision states that there is a lack of care from the PPAT, so this clearly shows that there is a PPAT Code of Ethics that the PPAT has violated.

Legal consequences result from actions taken to obtain a result expected by legal actors. According to Soeroso, the legal consequences caused by a legal event can take the form of:

- a. The creation, change, or cessation of a legal state.

- b. The birth, change or disappearance of a legal relationship between two/or more legal subjects, where the rights and obligations of one party face the other.
- c. Sanctions are imposed when unlawful acts are committed.

Based on the description above, legal consequences can be in the form of the disappearance of a legal situation or the birth of sanctions if an unlawful act is committed. Suppose it is related to the grant deed Number 112/II/GB/2003 made by PPAT Bambang, which violates Article 22 of PP 37 of 1998 and Article 4 letter l of the PPAT Code of Ethics. In that case, it has legal consequences for the parties, namely the disappearance of the legal situation, namely the grant deed is invalid, null and void, and declared to have no legal force. (Umar, 2020).

CONCLUSION

The role of the PPAT in the making of Grant Deed Number 112/II/GB/2003 has not been entirely appropriately implemented because the PPAT has carried out its primary duties and authorities by Article 2, Article 3 paragraph 1, Article 21 letter b of PP No. 37 of 1998 jo PP No. 24 of 2016, but violated Article 22 of PP No. 37 of 1998 jo PP No. 24 of 2016 concerning PJ-PPAT by not being accompanied by the precautionary principle by Article 3 Letter F and Article 4 letter L of the PPAT Code of Ethics so that the grant deed that has been made is declared to have no legal force by the Supreme Court Judges. The legal effect is the disappearance of legal conditions for the parties so that the grant deed is invalid, null and void, and declared to have no legal force. The consequence for the Land Office is to return the land certificate of the grant object to the name before the grant.

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