



The Liability of the Official of the Land Deed Management against Legal Defects

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ABSTRACT

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Court decisions related to PPAT as co-defendants are the Siak Sri Indrapura District Court Decision Number 28/Pdt.G/2017/PN Sak, and Court Decision Number 104/Pdt.G./2012/PN. Cbn. In both cases, PPAT was alleged to have committed an act that was contrary to the procedures and provisions in making the deed, fulfilling the elements of an unlawful act as normalized in Article 1365 of the Civil Code. The study analyzes three legal issues, including whether the official making the land deed is also responsible for the legally flawed deed that has been made; what is the form of accountability that follows the official making the land deed to the legal defect status of the deed made; and how the concept of future arrangements for land deed officials as co-defendants for legally flawed deeds. The normative juridical research method uses three approaches, namely the law approach, the conceptual approach and the case approach. The results of the discussion of this study, namely: The responsibility of the official making the land deed for the legal defect deed he has made. Accountability in the realm of civil law with indicators that have fulfilled the elements of unlawful acts as regulated in Article 1365 of the Civil Code. The form of PPAT's accountability for the legal defect status of the deed made is in the form of administrative sanctions and civil sanctions. The concept of future regulation of PPAT as partly responsible for a legally flawed deed is that there is a clear arrangement regarding the material and formal requirements for making a deed. In addition, it is necessary to regulate the concept of giving concrete and specific sanctions for PPAT to minimize the occurrence of professional abuse that has been imposed on the official.

Keywords:

Liability, PPAT, Deed of Legal Disability

I. INTRODUCTION

Soil is very important for human survival. This is because apart from being a place to live, land has two dual benefits, namely as a capital asset and a social asset. While social assets mean that land has a significant role, especially as a tool to provide bonds of social unity in people's lives, especially in each country (Hermi Yulis, 2010). Land is a natural resource that is very strategic for the sustainability of a country and the life of the nation, so that in order to prevent many unwanted things, several rules are needed as state intervention. Since then, the land regulations have become an integral part of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA).

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In addition, because the UUPA was formed and made based on the condition of the nation, it also provides rules regarding customary law without having to conflict with the interests of the nation and national agrarian law (Muchsin, Imam Koeswahyono and Soiman, 2014).

With regard to legal certainty regarding the status of land, Article 19 paragraph (1) of the UUPA mandates the registration of land within the territory of Indonesia. Regarding land registration, it is regulated in Government Regulation Number 24 of 1997 which has been amended by Government Regulation of the Republic of Indonesia Number 18 of 2021 concerning Land Registration. BPN in carrying out land duties in partnership with PPAT. One of the tasks of PPAT is to carry out some land registration activities by making a deed as evidence and the basis for land registration. PPAT is a position that is given several authorities, one of which is in the realm of buying and selling land (John Salindeho, 2008).

The purpose of buying and selling land is as a legal act regarding the transfer or transfer of land rights, the legal

action must be carried out before the PPAT, so that it can be used as legal evidence that there has been a sale and purchase of land before the PPAT and based on the provisions of the legislation. . After the deed of sale and purchase is made, it is continued with land registration at the local National Land Office. The legal act of buying and selling land that is carried out and signed before the PPAT is an authentic and perfect proof regarding the transfer of land rights. The evidence is contained in the deed of sale and purchase, payment of the agreed price and the buyer has been categorized as a new holder of the land based on proof of ownership of the certificate of land that has been renewed (Baharudin, 2014).

The seller and buyer of the land as well as several related parties sign the deed of sale and purchase before the PPAT. So that it becomes evidence that there has been a transfer of land rights in accordance with the price agreed upon by the seller and buyer, has fulfilled the cash requirements and shows in real terms that a legal action has taken place. The deed of sale and purchase made is evidence that in fact and correctly there has been a legal act of transferring rights and the buyer is the recipient of the new rights.

If it is found that one of the conditions in making the deed of sale and purchase is not fulfilled, then one of the parties can apply for the cancellation of the related deed. Court decisions analyzed in this study include the Decision of the Siak Sri Indrapura District Court Number 28/Pdt.G/2017/PN Sak. In this decision, Notary/PPAT Tajib Rahardjo is a co-defendant. The action of the Notary/PPAT Tajib Rahardjo who recorded and included the name of Defendant 1, namely Mrs. Tiomina Br. Tambunan on Deed Number: 40 and on Receipt of Purchase of land dated July 14, 2004 is alleged to be an act that is contrary to the procedures and provisions of a Notary/PPAT in making and assigning a person as a Party to a Notary Product/PPAT. In this case it is the Sale and Purchase Binding Deed, which furthermore the action of the Co-Defendant is also an unlawful act as stated and regulated in the provisions of Article 1365 of the Civil Code. Court Decision Number 104/Pdt.G./2012/PN. Cbn. They are PPAT/Notary Martinef SH., M.Si and Miranti Tresnaning Timur S.H., who are also co-defendants. The case in this decision is regarding the issuance of the power of attorney to sell the land belonging to the Plaintiff which was carried out by the defendants against the law. The unlawful acts referred to include: First, the Plaintiff's confession that he felt he had never given a statement which reads... "both of them acted together with their legal husband" or as if they had given information as a legal husband and wife; secondly, the Plaintiff did not properly grant the absolute power to sell to Defendant I; third, the Plaintiff never signed the minutes of the power of attorney to sell.

The result of the decision stated that the defendant had committed an unlawful act and declared null and void the power of attorney to sell number 01 dated April 1, 2010. Based on the description above, especially with regard to

legal issues in court decisions, the researchers described several issues regarding PPAT's liability for legal defect deed that has been made. Theoretically, responsibility is someone's responsibility for legal actions that have been carried out. There is a need for legal certainty regarding the extent to which accountability can be requested by the party who feels aggrieved, because basically the ambiguity of the rules can ultimately lead to legal uncertainty regarding the status of the deed. Formulation of the problem

1. Is the official who made the land deed also responsible for the legal defect deed that has been made?
2. What is the form of accountability that follows the official making the land deed to the legal defect status of the deed made?
3. What is the concept of future arrangements for the official making the land deed as partly responsible for the legally flawed deed?

Legal certainty

Based on the Indonesian constitution, namely the 1945 Constitution of the Republic of Indonesia, Article 1 paragraph (3) states that Indonesia is a state of law. The mandate of the constitution means that all matters relating to the administration of the state must be based on the rule of law. Legal certainty is something that cannot be separated from the law. Certainty is a definite condition, with regard to the provisions and provisions. On the other hand, the law must basically be fair and certain. Fair because it is based on the order of norms and values, while certain because it is used as a guide to behavior. The law can carry out its purposes and functions if it is enforced with certainty and fairness. Hans Kelsen defines law as a living norm in society. The norm in question is to provide emphasis on aspects of *das solen* or what should be.

Normatively, legal certainty is a rule made with certainty, regulating logical and clear matters. The meaning of clear is that the rules made can be understood by all levels of society and do not cause multiple interpretations. Legal certainty aims to ensure that the applicable law is permanent, clear, consistent and consequent. Its applicability in society is expected to remain consistent and cannot be influenced by subjective conditions. A law that is far from certain is categorized as a bad law (Christine, S.T Kansil, Engelen R, Palandeng and Godlieb N Mamahit, 2009).

Legal certainty according to Utrecht is interpreted with 2 (two) meanings, among others: first, the general nature of the law makes every individual able to know and distinguish good and bad actions. Second, general rules make it possible for every individual to know their rights, to know what actions are prohibited and what are allowed so that they can be used as legal security (Riduan Syahrani, 1999). Legal certainty was born from the flow of positivism which sees law as something that is autonomous, independent, and sees law as only a set of rules.

Justice

Justice comes from the word "fair" which means impartial, impartial and not arbitrary. Basically, justice is a concept to place each individual according to his rights and treat him based on his dignity as a human being, who has the impression of obligations and rights, equal degrees regardless of religion, ancestry, ethnicity or class. Furthermore, Gustav Radbruch stated "Est autem jus a justitio, sicut a matre sua ergo prius fuit justitia jus" (but law comes from justice as it was born from the mother's womb: therefore, justice existed before the law) (Peter Mahmud Marzuki, 2020). According to Ulpianus, "Justicis est perpetua et constans voluntas jus suum cuique tribuendi (justice is a continuous and persistent desire to give people what is their due).

Aristotle divides justice into 5 (five) kinds, including natural justice, distributive, commutative, conventional and remedial. The use of the theory of justice in this thesis research is related to the analysis of giving a fair action to each individual including the Land Deed Maker Officer in carrying out an action that is indicated by a legal defect.

Liability

Until now, legal scientists do not have a concrete agreement regarding the use of the terms accountability and responsibility in the legal field. Some argue that responsibility is more appropriately used in the realm of civil law, while accountability is used in the realm of criminal law regarding acts that cause harm or victims (M. Khoidin, 2022). However, there are also legal experts who argue that the term responsibility has a broader meaning related to responsibility in the legal, social, economic, political and religious domains. While accountability is more specific because it is a form of derivation of the term responsibility in the realm of civil law.

The use of the term accountability is when a person has to fulfill his civil responsibilities when there is a claim for rights or a lawsuit through the judiciary. Furthermore, that in English there are those who translate accountability as liability and responsibility is translated into the word responsibility. Responsibility in the word liability is directed at the responsibility to bear against a loss caused by the actions of other people acting on and on behalf of.

While responsibility based on the word responsibility means that the obligation to bear something. Therefore, if in the future something happens, the individual concerned can be prosecuted or blamed so that he can then be threatened with criminal law before the court. Each individual has the choice of his self-awareness to take a certain action or neglect. Such a choice ultimately leads to a mistake, if the individual concerned is categorized as capable of carrying out the responsibility.

Land Titles Registrar

Based on the history of regulations in force in Indonesia, the position of PPAT (Official Land Deed Maker) has been known since the enactment of Government

Regulation Number 10 of 1961 concerning Land Registration. The regulation is an implementing regulation of the LoGA related to Article 19 which mandates to carry out land registration by the Government throughout the territory of the Republic of Indonesia. The implementation of land registration aims to provide legal certainty for all legal subjects who have land rights.

The article essentially emphasizes that any agreement that intends to transfer land rights, grant a new land title, pawn land or borrow money with land rights as dependents, must be proven by a deed drawn up by and before an official appointed by the Minister of Agrarian Affairs. . The land registration process is carried out by a special institution, namely the National Land Agency. The head of the land office is then assisted by the Land Deed Making Officer along with other officials who are given certain tasks and authorities based on laws and government regulations (Adrian Sutedi, 2007). Legal actions such as buying and selling land must be carried out before the authorized official, namely PPAT and equipped with a deed.

The official making the land deed is a public official who is authorized to make an authentic deed regarding several legal actions. The description of the legal actions referred to is contained in Article 2 paragraph 2 of PP No. 24 of 2016 including: a. buy and sell; b. exchange; c. grant; d. entry into the company (inbreng); e. sharing of joint rights; f. granting Right to Use Building/Hak Use over land with Ownership Rights; g. granting Mortgage Rights; h. granting power to impose Mortgage Rights. PPAT's authority to make an authentic deed is stated in Article 3 paragraph 1 of PP No. 24 of 2016.

Deed Concept

Basically every case or case in the realm of criminal and civil law cannot be separated from the element of evidence. These elements are absolute things that must be fulfilled. One of the most perfect evidence is a deed. The deed in the Dutch dictionary is known as "-acte", while in the English dictionary it is known as "-act" (Victor M. Situmorang and Cormentyna, 2019). The origin of the deed is based on a book entitled *-rechtgelewerd handwoorddenboek-* by S.J. Fockema Andreane is derived from the Latin *-acta-* or *-geschrift-* or interpreted as a letter. In one legal dictionary, R. Subekti explained that the plural form of *acte* is *actum*. In Latin, *actum* means actions.

The definition of a deed is described by Pitlo, which is a signed letter, made to be used as evidence and to be used by the person for whom the letter was made. In a legal case, the judge is bound by evidence that has been regulated by law. This is explained in the provisions of HIR and RBG (HIR stands for *Het Indonesisch Reglement* applies specifically to Java and Madura, while RBG stands for *Reglement Buiten Gewesten* which applies to other islands in Indonesia).

Authentic deeds in every legal relationship or in public life act as the strongest and perfect evidence. The legal relationship in question is such as activities in the realm of

banking, land, business relations, agreements and other activities in community traffic. The development of awareness and demands regarding legal certainty is in line with the need for written legal evidence in the form of an authentic deed. The position of the authentic deed as perfect evidence is due to the fact that the substance contained in the deed clearly determines the obligations and rights of legal subjects in order to guarantee legal certainty.

II. METHOD

This research uses a juridical research method normative. Normative legal research has several approaches but in this study only focused on 3 (three) approaches: statute approach, conceptual approach and case approach. The concept to be used as a reference This thesis research is related to the theory of legal certainty, the theory of justice, the theory of responsibility, the concept of PPAT and deed.

III. DISCUSSION

3.1 Liability of Land Deed Officials against Legal Deeds That Have Been Made

Based on Article 1233 of the Civil Code, the engagement was born because of an agreement or law (M. Khoidin, 2022). Liability based on default comes from an engagement that is based on an agreement. Making an agreement causes the birth of an agreement and the rights and obligations between the parties who make the agreement. Rights and obligations in the form of achievements that must be carried out by the parties. If one party violates the agreement and the other party feels aggrieved, it can file a lawsuit with a claim for the right to ask for compensation, costs and interest.

Furthermore, liability based on unlawful acts is born from an engagement that is based on the law. This means that the law gives status as an engagement for certain events or actions, even though it is not agreed upon by the bound party. The engagement can be born from the law alone or born from the law as a result of the actions of people as stated in Article 1352 of the Civil Code. Engagements that are born from the law as a result of people's actions can arise from acts according to law or lawful or from unlawful acts or *onrechtmatigedaad* (Article 1353 of the Civil Code) (Habib Adjie, 2011).

The existence of PPAT officials is seen from the process or part of the overall land registration. BPN, PPAT and other officials concerned carry out land registration activities in accordance with their respective duties and authorities which are interrelated and support one another. Therefore, and with reference to the laws and regulations relating to land registration, in fact the position of PPAT is a separate position whose authority has been stipulated in the legislation.

This sensitivity to such matters led Hart to defend a rule-based theory, arguing that while sanctions may mark circumstances in which people are obligated to conform, they

have obligations only if they are subject to socially practiced rules that require action or omission. The fact that the subject uses it as a rule marks it as normative. Three further features distinguish rules that impose obligations: they must be reinforced by serious or urgent pressure to conform; they must be believed to be important to social life or to some valuable aspect of it; and their requirements may conflict with the interests and objectives of the subject. PPAT is a public official who is given the authority to make authentic deeds regarding certain legal actions regarding land rights or apartment land rights.

PPAT exercises its authority to make an authentic deed, then it refers to and is guided by the provisions governing the conditions for the validity of an authentic deed according to the law as well as those stipulated in government regulations. As long as the terms and conditions required in making the authentic deed have been fulfilled properly, the PPAT has carried out its functions and responsibilities based on the mandate given to it. PPAT's main responsibility is specifically to make and ratify legal actions in the PPAT Deed for legal actions concerning (Soerjono Soekanto and Sri Mamudji, 2007):

- a. The transfer and imposition of land rights as well as rights to apartment units; and
- b. Granting power of attorney to assign rights to land or rights to flat units as determined by law for that purpose.

PPAT is appointed not for PPAT's own personal interest, but is to assist the Government in accordance with the provisions of the land legislation, as regulated and described in detail in the provisions which are the elaboration of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of the Official for Making Land Deeds and the follow-up to the provisions stipulated in the PP on Land Registration, and then the Regulation of the State Minister of Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for the Implementation of the PP on Land Registration and the LoGA which explains the main tasks and PPAT's authority is to carry out part of land registration activities with the task of making authentic deeds as evidence that certain legal actions have been carried out regarding land rights or property rights to flat units that are used as the basis for registration (Andi Prajitno, 2017). Changes and registration of land caused by legal actions.

Based on the authority possessed by PPAT in terms of making authentic deeds, a PPAT is required to always take a careful or careful attitude in dealing with each case, considering that a PPAT has professional abilities both theoretically and practically. Thus, if a PPAT makes an omission in making a deed, and results in the deed being legally flawed, it can be said that there has been an abuse of

authority, because the PPAT concerned is aware that as a public official who is authorized by law, each PPAT is required to handle a case involving related to their authority, and cannot be separated from accusations of abuse of authority. This situation of abuse of authority will be clearer if there is an element of harm suffered by one or the parties that appears when the PPAT deed is canceled as a final consequence of the deed that is legally flawed.

3.2. Forms of Liability of Land Deed Officials against Legal Disability Status of Deeds Made

The PPAT deed is an authentic deed, this is confirmed by Article 1 paragraph (1) and Article 3 paragraph (1) PPAT. As an authentic deed, the PPAT deed applies provisions regarding the terms and procedures for making an authentic deed (Audita Nurul Safitri, Pieter Latumeten, Widodo Suryandono, 2022). The form of an authentic deed is determined by law, while the official who can make it cannot be avoided to have the same weight, it must also be determined by law or statutory regulations at the level of the law.

The sale and purchase of land according to the law in force in Indonesia, has a procedural, one of which is the use of a deed of sale and purchase of land before the transfer of the name of the certificate of land rights from a seller to the buyer. This is based on the fact that in the civil sector, the procurement of evidence is carried out as closely as possible and as clearly as possible, this is done from the start with the aim of procuring evidence if in the future something unwanted happens, such as a dispute. In the community, the land sale and purchase agreement often uses evidence of receipt and does not immediately appear before the PPAT to make a deed of sale and purchase of land which is then registered for a deed of ownership to be made at the PPAT.

The use of receipts as evidence of buying and selling, especially buying and selling land, depends on the good faith of the parties and acknowledges the existence of legal actions in the form of buying and selling land, and there are no disputes in the future. Problems will arise if the proof of receipt as proof of temporary land sale and purchase is not processed further. So it is very possible for parties who have bad intentions to use this situation, such as sellers who have bad intentions not to admit that there has been a sale and purchase of land. The sale and purchase of land now has an understanding, namely where the seller hands over the land and the buyer pays the price of the land, then the transfer of land rights to the buyer, the legal act of transferring these rights is cash, clear and real (Sumaryono, 2009).

Cash means that by carrying out the legal action, the rights to the land in question are transferred to another party forever, accompanied by payment of part or all of the price of the land. It is clear that the legal act of transferring rights is carried out in the presence of the Land Deed Making Official, not carried out secretly and in real terms or manifestly by showing the PPAT deed which is signed by both parties. In the sense of cash, it includes two actions that are carried out

together/simultaneously, namely: 1) Transfer of rights/transfer of juridical control from the seller (owner/right holder) to the buyer (right recipient); and 2) Payment of the price. With the fulfillment of points a and b above, the legal act of buying and selling land has been completed. If only part of the remaining price is paid, it is a loan or receivable outside the act of buying and selling.

As PPAT is given the authority to issue a deed that has perfect evidentiary power, one of the PPAT's powers is to make a deed of sale and purchase of land. However, there are still people who do buying and selling under their hands. This is because the community is still influenced by the habits of local customary law. Of course, in making this sale and purchase deed there is no legal certainty and the proof is not binding (Bisman Gaurifa, Kosmas Dohu Amajihono, and Klaudius Ilkam Hulu, 2022).

The authenticity of the deed made by a notary or PPAT in its manufacture is still guided by the provisions of the applicable legislation. Referring to Article 1868 of the Civil Code, a deed can be said to be an authentic deed if it is made in the form as stipulated in the legislation and made before the parties or authorized officials in accordance with the location of the deed made (Vivin Pomantow, 2018). Although both have the same authority to make and issue authentic deeds, the legal umbrella of the authority of the two officials is different.

3.3. The Concept of Future Arrangements for Land Deed Making Officials as Co-Responsible for Deeds with Legal Deeds

Legal responsibility is the most important institution of any legal system, one of the intrinsic aspects of law and an important element of the mechanism for its implementation. Legal responsibilities can be characterized as complex, multi-faceted, inter-industry, functional, regulatory and guardian legal institutions and (or) making a dynamic impact on the most important public relations; in the case of a violation, the law regulates the relationship of responsibility arising from the legal fact of the violation.

Responsibility is called legal because it is based on the rule of law and is constantly subject to legal regulation; therefore it has a standard legal character. The normativity of legal responsibility, as well as the normativity of law in general, includes the possibility of state coercion. Therefore, legal responsibility arises as a natural response to the behavior of socially important subjects and as a result of the setting of state coercive standards.

Land Deed Maker Official is a public official who is given the task and authority to help carry out certain activities to serve the needs of the community in terms of land registration. This is as stated in Article 6 paragraph (2) of Government Regulation Number 24 of 1997 concerning Land Registration. The task of the PPAT is to assist the Head of the Regency/City Land Agency Office in carrying out some land registration activities by making a deed as evidence of certain legal actions regarding land rights. PPAT has the function of

ratifying a legal act between the parties whose substance is to ratify the signatures of those who have carried out the legal act and guarantee the certainty of the date of signing the deed.

The PPAT deed is a perfect, strongest and complete means of proof that in addition to guaranteeing legal certainty, the PPAT deed can also avoid disputes. So in carrying out his position, PPAT is required to always be honest, fair, transparent, and behave according to the rules in order to ensure the fulfillment of the goals and obligations of all parties directly related to the deed.

The making of the PPAT deed in its implementation is often done not according to the specified method. One of the things that is often done is to sign a form. Signing the blank will not be a problem if the parties do not dispute it. However, if one of the parties denies the signing or disagrees, it will cause problems and demands in court to cancel the deed that has been made. Then how is the PPAT's responsibility for the deed which is declared null and void.

In the event that the PPAT itself does not know this, it can ask for witnesses from the witnesses needed in making the deed. (Article 18 paragraph 3). The responsibility of the PPAT in carrying out its position in making the deed is related to the obligations that must be carried out and must be in accordance with the terms, procedures, and applicable regulations. The form of PPAT's responsibility can be in the form of civil, administrative, criminal liability and the Code of Professional Ethics.

Civil liability occurs because of a violation of rights and usually requires an element of error or intentionality on the part of the party who violates and harms others. The essential element of civil wrongdoing is that the plaintiff has suffered losses due to the defendant's actions. Acts against the law when viewed from the regulations of the Civil Code, the civil liability model is as follows:

- a. Responsibility with elements of error (intentional and negligence), as stated in Article 1365 of the Civil Code. PPAT is said to be responsible based on Article 1365 of the Civil Code in the event that PPAT commits an unlawful act due to an error (especially due to an intentional act) resulting in losses incurred by the parties.
- b. Responsibility with the element of error, especially the element of negligence, as stated in Article 1366 of the Civil Code. PPAT is said to be responsible according to Article 1366 of the Civil Code in the event that PPAT commits an unlawful act due to an error due to negligence. This error arises due to the PPAT's lack of care in carrying out its duties.
- c. Absolute responsibility (without error) in a very limited sense is contained in

Article 1367 of the Civil Code. The PPAT is said to be responsible according to Article 1367 of the Civil Code if the losses arising from errors made by the employee are carried out within the scope of their duties. The responsibility imposed on PPAT for committing an unlawful act in the form of payment of compensation to the injured party. Compensation is given if the PPAT court is proven to have committed an unlawful act. PPAT's civil responsibility for making a deed that is not in accordance with the provisions so that the deed becomes invalid and causes losses is also regulated in Government Regulation Number 24 of 1997 concerning Land Registration Article 62.

Aspects of legal actions whose clarity is the responsibility of PPAT, based on the Circular Letter of the Minister of Agrarian Affairs/Head of the National Land Agency Number 640-1198 of 1999 concerning Submission of Regulations of the Minister of Agrarian Affairs/Head of Regulations of the National Land Agency Number 4 of 1999 concerning Implementing Regulations of PP PPAT, namely: Regarding the truth of the events contained in the deed, for example regarding the type of legal action intended by the parties, regarding payments made in buying and selling, and so on; regarding the object of legal action, both physical data and juridical data and Regarding the identity of the parties who are parties carrying out legal actions.

If it is analyzed based on the concept of responsibility based on the element of error (based on the theory of accountability for errors) by Amad Sudiro, who says that responsibility is based on actions that violate the law and harm others who oblige it. a person who suffers a loss to pay compensation, in addition to paying the costs of the PPAT case, may also be subject to the following sanctions:

1. Civil Sanctions. Civil sanctions that can be imposed are the payment of compensation. This compensation payment can be given to PPAT because PPAT has committed an unlawful act based on Article 1365 of the Civil Code. Where the making of the deed by the PPAT is done by filling out the deed in accordance with the existing instructions in the presence of the parties witnessed by 2 (two) witnesses then reading/explaining its contents to the parties before signing the deed.
2. Criminal sanctions. PPAT Richardus Nangkih Sinulingga, SH may be

subject to sanctions Article 56 jo. Article 264 paragraph (1) of the Criminal Code. Because article 264 paragraph (1) of the Criminal Code is a forgery of letters which is exacerbated because the object of forgery in this case is an authentic deed, is threatened with a maximum imprisonment of eight years.

3. Administrative sanctions. By making a deed based on a blank and not in accordance with the provisions of the legislation, the PPAT may be subject to a sanction of dismissal.
4. Ethical sanctions. PPAT can be dishonorably dismissed from IPPAT membership because PPAT has committed a serious violation of the prohibition or obligation as PPAT.

The code of ethics is something that exists in every profession and the PPAT profession is no exception. It is so important to be regulated and adhered to as a guideline and mental revolution so that the positions carried out are in accordance with the expected goals, namely professionalism and integrity. The code of ethics has several functions, especially those related to the dignity, prestige and honor of the profession. Furthermore, the code of ethics is a benchmark in carrying out the profession as aspired to in the legislation. The reality in the field is that there are many PPATs who are public officials who unintentionally or with common sense violate the code of ethics for the profession they are carrying out. Therefore, it is hoped that in the future PPAT will stick to the code of ethics and professionalism of the position. This is certainly highly expected in order to improve the quality of the profession, maintain the dignity and honor of the position, and provide protection to the community, especially from all things that lead to the abuse of PPAT's expertise and position.

IV. CONCLUSION

Based on the description of the discussion above, the researchers can draw the following conclusions:

1. The accountability of the land deed official for the legal defect deed that has been made includes: first, liability in the realm of civil law if the action made has fulfilled the elements of an unlawful act as stated in Article 1365 of the Civil Code; second, criminal responsibility if the PPAT in making the deed commits a crime as stated in Articles 263, 264 and 266 of the Criminal Code; Third, the administrative sanctions contained in Article 85 of the UUJN are in the form of verbal warnings, written warnings, temporary dismissals, respectful dismissals and dishonorable dismissals. Referring to the cases contained in this study, it can be concluded that the

Court did not impose concrete sanctions on PPAT whose status as a co-defendant was that the deed that was made proved to be against the law. Therefore, the request for compensation was delegated to Defendant I, not to PPAT who was a co-defendant.

2. The form of accountability to the official making the land deed against the legal defect status of the deed made is in the form of administrative sanctions and civil sanctions. Administratively, and if there is evidence of intentional making of a deed which is indicated to be legally flawed and deviates from the formal requirements and material requirements of the procedure for making a PPAT deed, then the administrative sanction given is in the form of dishonorable discharge from his position because he has committed a serious violation of his obligations as a PPAT. and violates the professional code of ethics as regulated in Article 10 paragraph (2) letter a of PP No.37 of 1998 in conjunction with Article 28 paragraph (2) letters a and c of Regulation of the Head of the National Land Agency No.1 of 2006. While civil liability as a form of from unlawful acts, namely in the form of material and immaterial losses suffered by the Plaintiffs.
3. The concept of future arrangements for the official making the land deed as partly responsible for the legally flawed deed is that there is a clear arrangement regarding the material and formal requirements for making the deed. In addition, it is necessary to regulate the concept of imposing concrete and specific sanctions for Land Deed Making Officials to minimize the occurrence of professional abuse that has been imposed on these officials.

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