



Analysis of Liability and Legal Protection of Land Deed Officials (PPAT) Review of Court Decision No. 43/Pdt.G/2017/PN. Slt

Fajar Fitrio Dwi Nugroho

Muara Enim Employment and Transmigration Department

Address: Jl H Pangeran Danal, Muara Enim Sub-District, Muara Enim District, South Sumatra

Email: fajarfitriodwinugroho@gmail.com

Abstract

This research aims to explore the legal protections and responsibilities assumed by Land Deed Officials (PPATs), particularly in the context of Court Decision No. 43/Pdt.G/2017/PN. Slt. Using a case study approach, we identify factors that affect the legal responsibilities of PPATs under the judgment. While evaluating whether the existing legal system has provided adequate protection to them. This research uses a juridical sociological approach method with a descriptive analytical nature, as well as primary data collection techniques through interviews and secondary data through an inventory of books, documents, and articles. The results of the analysis show that Court Decision No. 43/Pdt.G/2017/PN. Slt provides an important insight into the responsibility of PPAT in making land deeds. The implications of these findings are discussed in the context of improving a more effective legal system to ensure adequate protection for PPATs and the public interest in property transactions. The results show that PPATs must be responsible for the validity of the deeds they make in accordance with the rules and principles, and they are responsible for attending the trial. However, based on the precautionary principle, PPATs need to increase caution in making land payment settlement notes. In relation to the legal protection of PPATs, they are entitled to both mental and physical protection from interference and threats from any party.

Keywords: PPAT, Responsibility of PPAT, Precautionary Principle and Legal Protection

Introduction

PPATs are public officials authorized to make authentic deeds, to the extent that the making of authentic deeds is not reserved for other public officials. The affirmation of PPAT as a public official authorized to make authentic deeds is found in Article 1 point 1 of the revised Law Number 30 of 2004 concerning the Position of PPAT (UUJN). The article states that: "A PPAT is a public official authorized to make authentic deeds and has other authorities as referred to in this Law or based on other Laws". The duties and authorities

referred to as given to PPATs are the duties and authorities specified in the UU Jabatan PPAT. In addition to PPATs having duties as public officials and having the authority to make authentic deeds, PPATs are also given other authorities in accordance with the PPAT Position Law.¹

Thus, the position of PPAT is juridically recognized as an official authorized to make authentic deeds. PPAT occupies a public position or public position because the legality of PPAT is appointed and dismissed by the government. Thus, it is determined in Article 2 of the PPAT Position Law that "PPATs are appointed and dismissed by the Minister". The legality of the PPAT is such that the PPAT is actually tasked with carrying out state duties and the deed he makes, namely minuta (original deed) is a state document².

Public official means an official who is appointed and dismissed by the general power (government) and is authorized and obliged to serve the public in certain matters. With the legality of PPAT being appointed by the Minister, PPAT indirectly participates in carrying out the duties of the Government and helps maintain the authority of the Government through its role in making authentic deeds for people in need.³

The provision as stipulated in Article 15 paragraph (1) of the revised Act on the Position of PPAT stipulates that:

"PPAT is authorized to make authentic deeds regarding all deeds, agreements, and stipulations required by laws and regulations and / or desired by those concerned to be stated in an authentic deed, guarantee the certainty of the date of making the deed, store the deed, provide a grosse, copy and quotation of the deed, all insofar as the making of deeds is not also assigned or excluded to other officials or other persons stipulated by law".⁴

The making of an authentic deed is required by laws and regulations in order to create certainty, order, and legal protection. But there are also authentic deeds made by PPAT, not only because they are required by laws and regulations, but also because they are desired by interested parties to ensure the rights and obligations of the parties for the sake of certainty, order, and legal protection for interested parties as well as for society as a whole.⁵

¹ Abdul Ghofur Anshori, *Lembaga Kenotariatan Indonesia*, (Yogyakarta: UI Press, 2009), pp. 13.

² I Gusti Bagus Yoga Prawira, 2016, *Tanggung Jawab PPAT Terhadap Akta Jual Beli Tanah*. Jurnal IUS, Vol IV.No 1, pp. 64-75

³ R. Soesanto, *Tugas, Kewajiban dan Hak-Hak PPAT, Wakil PPAT*, (Jakarta: Pradnya Paramita, 1982), pp. 75.

⁴ Dhea Tri Febrina, Ahars Sulaiman, 2019. *Tanggung Jawab Pejabat Pembuat Akta Tanah (Ppat) Dalam Pembuatan Akta Jual Beli Tanah Berdasarkan Peraturan Pemerintah Republik Indonesia Nomor 24 Tahun 2016 Tentang Ppat (Studi Kantor PPAT & PPAT Anita Mahdalena, SH)*. PETITA, Vol. 1 No. 1, pp.123 - 156

⁵ Paragraph IV of the Explanation of Law Number 30 Year 2004 on the Office of Notary.

In addition to making authentic deeds, PPATs have duties and obligations to provide legal services and consultations to people who need them. Legal assistance that can be provided by PPATs, among others, is in the form of making authentic deeds. The definition of an authentic deed according to Article 1868 of the Civil Code is a deed made in the form prescribed by law, made by or before a public servant authorized to do so at the place where the deed is made⁶.

Three absolute elements must be met in Article 1868 of the Civil Code, made in the form required by law, made by or before an authorized public official and at the place where the deed was made. If the three elements above are not fulfilled, according to Sutrisno, the deed cannot be said to be an authentic deed.⁷ In connection with the provisions of Article 1868 of the Civil Code, it is expressly determined in Article 1 point 7 of the PPAT Position Law that a PPAT deed is an authentic deed made by or before a PPAT according to the form and procedure stipulated in the PPAT Position Law.⁸

The function of the PPAT position in making authentic deeds is actually desired by the Legislation with the intention of assisting and serving the public who need written evidence that is authentic regarding legal events. The authentic deed essentially contains the formal truth in accordance with what the parties notify to the PPAT. However, the PPAT has an obligation to include that what is contained in the PPAT deed has really been understood and in accordance with the will of the parties, namely by reading it so that it becomes clear the contents of the PPAT deed, and providing access to information, including access to relevant laws and regulations for the parties signing the deed. Thus, the parties can determine freely to agree or disagree with the contents of the PPAT deed that they will sign.⁹

PPAT is a certain position that carries out the profession in legal services to the public.¹⁰ According to Article 1 point 5 of the PPAT Position Law, a PPAT organization is a PPAT position in the form of a legal entity association. The PPAT organization is a professional organization for the position of PPAT in the form of a legal entity association. Liliana Tedjasaputro, said that, as a professional behavior, it has elements such as: 1. Having high moral integrity;

⁶ Triyono, 2019. The Responsibility of Land Deed Officials (Ppat) in Making Land Sale and Purchase Deeds and Their Legal Implications for the General Public. Vol 17, No 2. pp. 167-192

⁷ Sutrisno, "Commentary on the Law on the Position of PPAT", Teaching Materials, Medan, January 1, 2007, pp. 470-471.

⁸ Subekti dan R. Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*, Cet. 31, (Jakarta: Pradnya Paramita, 2001), pp. 397.

⁹ Paragraph V of the Explanation of the Law.

¹⁰ Dictum in the preamble letter c of UUJN.

2. Being honest with clients and with oneself; 3. Being aware of the limits of its authority; and 4. Not solely based on monetary considerations.¹¹

Article 16 letter a of the revision of Law Number 30 of 2004 concerning the Position of PPAT emphasizes the obligation of PPAT to act trustworthy, honest, thorough, independent, impartial and safeguard the interests of the parties involved in legal actions. The role of the PPAT as stated in the PPAT Position Law requires the PPAT to have high moral integrity, honesty, and to uphold the professional code of ethics. In principle, every order from the legislation must be carried out in order to create order.¹²

PPAT must be sensitive, responsive, have a sharp mind, and be able to provide the right analysis of every legal and social event that arises so that it will foster an attitude of courage in taking the right action.¹³ According to the Mortgage Rights Law, the granting of a mortgage on land and objects related to land is based on a debt and credit agreement or other agreement. The agreement guarantees certainty, order, and legal protection for the parties. The birth and existence of the mortgage right is determined by the existence of receivables whose repayment is guaranteed. Mortgage by its nature is an accessory to a certain receivable, which is based on a debt and credit agreement or other agreement.

The debt secured by a hak tanggungan can be an existing debt or one that has been agreed upon with a certain amount. According to Article 3 paragraph (1) of the Mortgage Rights Law, the debt secured by a hak tanggungan can be determined based on a debt and credit agreement or other agreements that give rise to the debt and credit relationship concerned.

However, in practice, it often happens that PPATs are summoned to the Court to provide information on deeds or letters that are in dispute. It can be believed that the authentic deed prepared by PPAT is legally problematic. PPAT has violated its position that is not in accordance with the PPAT Position Legislation either intentionally or unintentionally.

This is in accordance with the Decision of the Salatiga District Court Number 43/Pdt.G/2017/PN. Slt. However, based on this case, the lawsuit was declared vague, because the boundaries of the land object of the lawsuit were not included. Defendant I was indicated to be involved in many cases. Decision 43 /Pdt.G/2017/PN. Slt, can still be filed again by making a new lawsuit. Defendant I is male and has known the plaintiff for a long time, and there may have been a separate agreement between the plaintiff and Defendant I over

¹¹ Liliana Tedjasaputro, *Etika Profesi PPAT Dalam Penegakan Hukum Pidana*, (Yogyakarta: Bigraf Publishing, 1995), pp. 86.

¹² Pengurus Pusat Ikatan PPAT Indonesia, (ed) Anke Dwi Saputro, *Jati Diri PPAT Indonesia, Dulu, Sekarang, dan di Masa Datang*, (Jakarta: Gramedia Pustaka, 2008), pp. 104

¹³ Wawan Setiawan, "Sikap Profesionalisme PPAT Dalam Pembuatan Akta Otentik", *Jurnal Media Notariat*, Edisi Mei-Juni 2004, pp. 25.

this case behind the PPAT. According to the judge who heard the case, the process carried out by the PPAT was procedural in the sense that it was in accordance with the agreement of the parties. The PPAT in this case was a co-defendant (defendant II), in this case the PPAT's knowledge was paid off, so the PPAT's actions were in accordance with Law of the Republic of Indonesia Number 30 of 2004 concerning the Position of PPAT article 16 paragraph (1).

Based on the case that befell the PPAT, this research is focused on the PPAT's legal product in the form of a deed in which a dispute occurs in the future. To what extent is the responsibility of the PPAT and the PPAT's involvement in this case such as the PPAT's principle of prudence in making a deed and the PPAT's legal protection, especially in this case. Based on the background of the above problems, the following problem formulation can be stated: How is a PPAT responsible for the deed it has made? How is the principle of PPAT's prudence in making a Deed? How is the legal protection of PPAT on Decision 43 /Pdt.G/2017/PN.Slt?

Methods

The approach used in this research is juridical sociological,¹⁴ by using primary data obtained from interviews with those concerned. The specification of this research uses a descriptive analytical type, namely research that provides a description, writes and reports an object or an event and draws general conclusions from the problems discussed. The data sources needed are: Primary data obtained directly from sources by means of interviews, secondary materials sourced from legislation, namely: Law No. 5 of 1960 concerning basic agrarian principles, Law No. 4 of 1996 concerning Mortgage Rights, there are provisions regarding the position and duties of PPAT and its implementation, Regulation of the Minister of Law and Human Rights Number M.03.HT.03.10 of 2007 concerning the taking of Minuta Akta and Summoning PPAT, Government Regulation No. 37 of 1998 concerning Regulations on the Position of Land Deed Officials, Government Regulation No. 24 of 1997 concerning Land Registration, Constitutional Court Decision No. 49/PPU-X/2012, Tertiary Legal Materials in the form of dictionaries of the Big Indonesian Dictionary and Legal Dictionary. The data obtained is then analyzed qualitatively, namely the analysis carried out by understanding and assembling the data that has been obtained and arranged systematically, then conclusions are drawn. Conclusions are drawn by using deductive thinking, namely by thinking based on general matters and then drawing conclusions specifically.

¹⁴ Muhammad Chairul Huda, *Metode Penelitian Hukum (Pendekatan Yuridis Sosiologis)* (The Mahfud Ridwan Institute, 2021).

Definition of Land Deed Official (PPAT)

Based on Article 1 point 1 of Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of a Land Deed Official, it is determined that a Land Deed Official, hereinafter referred to as PPAT, is a public official who is authorized to make authentic deeds regarding certain legal acts concerning land rights or Property Rights Over an Apartment Unit. PPAT is a public official so that his position is a public office. PPAT has been known since the enactment of Government Regulation Number 10 of 1961 concerning Land Registration which has been replaced by Law Number 24 of 1997 concerning Land Registration which is an implementing regulation of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA).¹⁵

The classification of PPAT is regulated in Article 1 numbers 1 to 3 of Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Officials can be divided into three, namely:

1. Land Deed Official, hereinafter referred to as PPAT, is a public official who is authorized to make authentic deeds regarding certain legal changes regarding land rights or Property Rights Over Flat Units.
2. A Temporary PPAT is a Government Official appointed by virtue of his/her position to carry out the duties of a PPAT by making PPAT Deeds in areas where there are not enough PPATs.
3. Special PPAT is an official of the National Land Agency who is appointed because of his/her position to carry out PPAT duties by making certain PPAT deeds specifically in the context of implementing certain Government programs or tasks.

Main Duties and Authorities of PPAT

The regulation on the main duties of PPATs has been determined in Article 2 of Government Regulation No. 37 of 1998 on the Regulation of Land Deed Officials. In this provision, it is determined that the main task of PPAT is to carry out some of the activities of land registration.¹⁶ To carry out the registration, the PPAT must make a deed as proof that certain legal actions have been carried out, regarding: 1) Land rights; and/or 2) Property rights over apartment units.

¹⁵ A.P. Parlindungan, 1982, *Pedoman Pelaksanaan Undang-undang Pokok Agraria dan Tata Cara Pejabat Pembuat Akta Tanah*, Alumni, Bandung, pp.40

¹⁶ Article 2 paragraph (1) of Government Regulation No. 37 of 1998 on the Regulation of the Position of Land Deed Officials

The deed made by the PPAT, which will be used as the basis for changes in land registration data caused by the legal action. The legal actions include: 1) Sale and purchase; 2) Exchange; 3) Grant; 4) Entry into a company (inbrengr); 5) Division of joint rights; 6) Granting of building use rights/use rights on freehold land; 7) Granting of mortgage rights. Granting of mortgage rights. 8) Granting power of attorney to impose a hak tanggungan¹⁷

Meanwhile, the authority of PPAT, which in English is called *authority*, while in Dutch, it is called *autoriteit* or *gezag*, is the power given by law to PPAT to make deeds. The authority is related to: 1) Transfer of land rights; 2) Transfer of ownership rights over apartment units; 3) Encumbrance of land rights; and 4) Power of attorney to encumber mortgage rights.¹⁸

In addition, PPAT in making a deed, must be carried out within its working area. However, there are exceptions to this provision. This means that a PPAT can make deeds that are not all located in one of its working areas. Provided, however, that one of the parcels of land or flat units that is the object of the legal action is located within its working area. The deed, such as: 1) Deed of exchange; 2) Deed of entry into a company; or 3) Deed of division of joint rights.¹⁹

PPATs also play a major role in increasing the source of state revenue from taxes, as they are assigned to check that Income Tax (PPh) from income resulting from the transfer of land rights and Fees on Acquisition of Land and Building Rights have been paid before making the deed.

Legal Basis for Land Deed Officials

The current PPAT is Government Regulation Number 24 of 2016 on the amendment of Government Regulation Number 37 of 1998 on PPAT. The implementing regulation of Government Regulation Number 24 of 2016 concerning PPAT is the Regulation of the Head of the National Land Agency, hereinafter abbreviated (BPN) of the Republic of Indonesia Number 1 of 2006 concerning PPAT Position Regulations, which was later amended by Regulation of the Head of BPN of the Republic of Indonesia Number 23 of 2009. Currently, the position of PPAT is further emphasized by various laws and regulations issued and strengthen the position of PPAT as a public official, namely:

- a. Law Number 12 Year 2011 on the Formation of Legislation;
- b. Law No. 21/2000 on Fees for the Acquisition of Land and Buildings;

¹⁷ Article 2 paragraph (2) of Government Regulation No. 37 of 1998 on the Regulation of the Position of Land Deed Officials

¹⁸ Salim HS, 2016, *Teknik Pembuatan Akta Pejabat Pembuat Akta Tanah (PPAT)* Ed.1-Cet.1, PT.Raja Grafindo Persada, Jakarta, pp.94

¹⁹ Article 4 paragraph (1) of National Land Agency Regulation Number 1 Year 2006 on Provisions for the Implementation of Government Regulation Number 37 Year 1998 on the Regulation of the Position of Land Deed Official.

- c. Law No. 4 of 1996 on Land Mortgage;
- d. Government Regulation No. 40/1996 on Cultivation Rights, Building Rights, and Land Use Rights;
- e. Government Regulation No. 24 of 1997 on the Amendment of Government Regulation No. 10 of 1961 on Land Registration;

Definition of Responsibility

The definition of responsibility in the General Dictionary of Indonesian Big Language is a condition where it is obliged to bear everything, so that it is obliged to bear, bear responsibility, bear everything or provide responsibility and bear the consequences.²⁰ Responsibility by definition is human awareness of behavior or actions both intentional and unintentional. Responsibility also means doing as a manifestation of awareness of obligations. Ridwan Halim defines responsibility as a further result of the implementation of the role, whether the role is a right or obligation or power. In general, responsibility is defined as an obligation to do something or behave in a certain way.²¹

From the above understanding, responsibility is an attitude or action to bear the consequences of all actions or attitudes taken to bear all risks or consequences arising from an action. To determine this responsibility, there are several benchmarks, namely the existence of explicit elements in the law regarding PPAT actions or things that are prohibited in Article 17 of Law Number 2 of 2014 concerning the Position of PPAT.²²

a. PPAT Administration Accountability

PPAT is a public official authorized to make authentic deeds. As a public official, a PPAT is authorized by law to make authentic deeds regarding all acts, agreements, and provisions required by laws and regulations from or desired by those concerned to be stated in an authentic deed. As a public official, a PPAT in carrying out its position must have the following criteria: 1) Have the spirit of Pancasila 2) Obey the law, oath of office, PPAT Code of Ethics 3) Speak good Indonesian language²³

b. Civil Liability of PPAT

The Civil Code also regulates civil liability, the liability arises from the law (as a tort) as well as from agreements, as well as the Civil Code in other countries in the Continental European legal system, thus the model of legal liability arising from tort according to the Civil Code is: 1) Liability with the element of fault (intent and negligence) as contained

²⁰http://www.kompasiana.com/nopalmtq/mengenal-arti-kata-tanggung-jawab_5529e68b_6ea8342572552d24 , Accessed on February 15, 2024.

²¹ Yulis Tiena Masriani, *Pengantar Hukum Indonesia*, (Jakarta: PT. Sinar Grafika, 2008), pp. 9.

²² *Ibid*, pp. 49

²³ Abdulkadir Muhammad, *Hukum Perusahaan Indonesia*, (Bandung: Citra Aditya Bakti, 2010), pp. 86.

in Article 1365 of the Civil Code. 2) Liability with the element of fault, especially the element of negligence as contained in Article 1366 of the Civil Code. 3) Absolute liability (without fault) in a very limited sense found in Article 1367 of the Civil Code.

c. Criminal Liability of PPAT

Criminal responsibility against PPAT can be requested if the three conditions as mentioned above are collectively affected, meaning that on the one hand PPAT fulfills the elements of having committed a violation of the Criminal Code and on the other hand PPAT also violates the UUJN. Meanwhile, to determine a criminal responsibility of PPAT, the PPAT's actions must have fulfilled the following 3 (three) conditions:

- a. There must be an act of PPAT that can be punished for violating the elements in making an authentic deed that are expressly formulated by law.
- b. The PPAT's actions are contrary to the law, and the actions are committed with fault (either intentionally or negligently).
- c. Fault or negligence in criminal offenses includes elements that are contrary to the law and there must be an act against criminal law.

Legal Protection

According to the Big Indonesian Dictionary the word protection has the meaning of shelter, things or actions that protect. The definition of law according to the Big Indonesian Dictionary means: (a) rules or customs that are officially considered binding, which are confirmed by the authorities or government; (b) laws, regulations, etc. to regulate community life; (c) standards (rules, provisions) regarding certain events (nature); (d) decisions (considerations) determined by judges (in court); verdict.²⁴

Sudikno Mertokusumo defines law, namely: As a collection of rules or methods that have general and normative content, general because they apply to everyone and normative because they regulate what should be done, what should not be done or must be done and determine how to carry out compliance with the methods²⁵.

The existence of law in society is a means to create peace and order in society, so that in the relationship between members of society with one another their interests can be maintained, the law is nothing but the protection of human interests in the form of norms or methods. In terms of the definition above, it can be concluded that the definition of legal protection is a protection given to legal subjects in accordance with the rule of law, both preventive

²⁴ Kamus Hukum Online, <http://kamusbahasaIndonesia.org/hukum>, diakses pada tanggal 16 Januari 2020.

²⁵ Sudikno Mertokusumo, *Mengenal Hukum (Suatu Pengantar)*, (Yogyakarta, Liberty, 1991), pp. 38.

(prevention) and repressive (coercion), both written and unwritten in order to enforce the rule of law. Legal subjects are part of legal protection which means that everything that can obtain rights and obligations from the law consisting of humans (*rechtspersoon*).²⁶

Unlawful Acts

According to Article 1365 of the Civil Code, what is meant by an unlawful act is an unlawful act committed by a person who through his fault has caused harm to another person. In legal science, 3 (three) categories of unlawful acts are known, namely as follows: a) Unlawful acts due to intent. b) Unlawful acts without fault (without elements of intent or negligence). c) Unlawful acts due to negligence.²⁷

A person is only responsible on the basis of the loss of another person, and this responsibility according to the provisions of Article 1365 of the Civil Code (KUHPperdata), if:²⁸

- a. The act that causes the loss is unlawful (tort);
- b. The loss arises as a result of the act (causal relationship);
- c. The perpetrator is guilty (fault);
- d. The violated norm has a "streking" to avoid causing harm (relativity).

Law Enforcement

Enforcement in English is known as *enforcement*. According to the *Black law dictionary*, it means the act of putting something such as a law into effect, the execution of a law. While law enforcement (law enforcement officer) means those whose duty it is to preserve the peace.²⁹ In the Big Indonesian Dictionary, law enforcers are those who enforce the law, in a narrow sense only meaning police and prosecutors which were later expanded to include judges, lawyers and correctional institutions.³⁰ Sudarto gives the meaning of law enforcement is attention and cultivation, both unlawful acts that have actually occurred (*onrecht in actu*) and unlawful acts that may occur (*onrecht in potentie*).³¹

Law enforcement is a series of processes of elaborating legal ideas and ideals that contain moral values such as justice and truth into concrete forms,

²⁶ Ridwan HR, *Hukum Administrasi Negara*, Jakarta: Raja Grafindo Persada, 2006, pp.279

²⁷ Munir Fuady, *Perbuatan Melawan Hukum Pendekatan Kontemporer*, PT. Citra AdityaBakti, Bandung, 2010, pp. 3

²⁸ J.H. Nieuwenhuis, pp. 118.

²⁹ Henry Campbell Black, *Black Law Dictionary*, St. Paulminn West Publicing, C.O, 1999, pp.797.

³⁰ Departemen Pendidikan dan Kebudayaan, *Kamus Besar Bahasa Indonesia*, Balai Pustaka, Jakarta, 1998, pp. 912

³¹ Sudarto, *Kapita Selekta Hukum Pidana*, Alumni, Bandung, 1998, pp. 32

in realizing it requires an organization such as the police, prosecutors, courts and correctional institutions as classic elements of law enforcement established by the state, in other words that law enforcement essentially contains the supremacy of substantial values, namely justice.³²

The scope of law enforcement is actually very broad, because it includes things that are direct and indirect to people who are involved in the field of law enforcement. Law enforcement not only includes law *enforcement*, but also includes peace *maintenance*. The people involved in law enforcement in Indonesia include police, judges, prosecutors, lawyers and prisons.³³

According to Muladi, as a systemic process, criminal law enforcement reveals itself as the application of criminal law (*criminal law application*) The application of law must be viewed from 3 dimensions, namely:³⁴

1. The application of law is seen as a *normative system*, namely the application of all legal rules that describe social values supported by criminal sanctions;
2. The application of law is seen as an *administrative system* that includes interactions between law enforcement officials who are the judicial sub-system above;
3. The application of criminal law is a *social system*, in the sense that in defining criminal offenses, various perspectives of thought that exist in society must also be taken into account. In connection with the various dimensions above, it can be said that the actual results of the application of criminal law must describe the overall result of the interaction between law, administrative practice and social actors.

Soerjono Soekanto, explained that the factors that influence law enforcement are as follows: 1) The legal factor itself, namely the law. 2) Law enforcement factors, namely the parties who form and apply the law. 3) Facility factors or facilities that support law enforcement. 4) Community factors, namely the environment in which the law applies or is applied. 5) Cultural factors, namely as a result of work, copyright, and taste based on human nature in the association of life.³⁵

Court Case Phenomenon

Considering, that the Plaintiff in his Statement of Claim dated June 06, 2017, which was registered in the Civil Registry of the Salatiga District Court on July 06, 2017, case No. 43/Pdt.G/2017/PN.Slt has raised the following matters:

³² Satjipto Rahardjo, *Penegakan Hukum: Suatu Tinjauan Sosiologis*, Genta Publishing, Yogyakarta, 2009, pp. 9

³³ Soerjono Soekanto, *Faktor-faktor yang Mempengaruhi Penegakkan Hukum*, PT. Raja Grafindo Persada, Jakarta. 2005, pp, 5.

³⁴ *Ibid.* pp. 41.

³⁵ *Ibid.* pp.11.

Initially the Plaintiff owned 2 (two) plots of land with SHM Certificate No. 4280 with an area of 205 M2 and SHM No. 2418 with an area of 10 M2 located at Jl. Kemiri Candi no.24, RT. 05, RW. 11, Salatiga Urban Village, Sidorejo Subdistrict, Salatiga City and on which a house is built, hereinafter referred to as the Object of Dispute;

This case began in January 2017 when the Plaintiff intended to sell the 2 parcels of land and house mentioned in Posita 1 to Defendant I, Timothy Bagus Susilo with an agreed price of Rp. 413,000,000,- (four hundred thirteen million Rupiah) with an oral agreement. Based on the agreement made between the Plaintiff and Defendant I, Defendant I paid the Plaintiff by way of transfer through BNI bank on January 27, 2017 in the amount of Rp. 100,000,000 (one hundred million Rupiah) for the first stage and then in the next stage on the same date Defendant I paid in cash to the Plaintiff in the amount of Rp. 7,000,000 (seven million Rupiah) so that the total payment amounted to Rp. 107,000,000, - (one hundred and seven million Rupiah).

To pay off the shortfall in payment of Rp. 306,000,000,- (Three hundred and six million rupiah) Defendant I promised to pay by borrowing funds from Defendant III (PT. BPR Agung Sejahtera) Boja Branch address Jalan Pemuda 37, Boja, Kendal. Because borrowing funds at Defendant III (PT BPR Agung Sejahtera) must have collateral / guarantee, Defendant I by trickery asked the Plaintiff so that Defendant I could use the disputed object as collateral / guarantee at PT BPR Agung Sejahtera Boja Branch, namely by means of the Right Holder in the aforementioned Certificate being changed first into the name of Defendant I without paying off according to the agreed agreement.

Upon persuasion by Defendant I, the Plaintiff followed the wishes of Defendant I to transfer the name of the disputed object into the name of Defendant I, because the Plaintiff wished to immediately pay off the shortfall in the sale and purchase payment as agreed between the Plaintiff and Defendant I; To complete the requirements for transferring the name of the disputed object through a PPAT and PPAT ANI ISNAWATI, SH, M.Kn / Defendant II, then by Defendant II a deed of sale and purchase was issued with a payment made as if it were paid in full at a price of Rp. 285,000,000 (two hundred eighty five million Rupiah) which is not in accordance with the agreement between the plaintiff and Defendant I, by looking at events like this, Defendant I and Defendant II have committed a tort.

In January 2017 Defendant I requested the Plaintiff to issue a receipt of payment as if Defendant I had made a payment to the Plaintiff in the amount of Rp. 300,000,000 (three hundred Rupiah) where the receipt of payment would be used as a requirement by Defendant I to apply for a loan to Defendant III PT BPR Agung Sejahtera Boja Branch at the address of Jalan Pemuda 37 Boja, Kendal with a loan value of Rp. 600,000,000 (six hundred million Rupiah). Armed with the SHM on the disputed object which has been changed into the name of

Defendant I in accordance with the posita⁷ of this lawsuit and subsequently by Defendant I has been used as a condition of applying for a loan/credit at PT BPR Agung Sejahtera Boja Branch which then by PT BPR Agung Sejahtera has been realized in the amount of Rp. 600,000,000 (six hundred million Rupiah) to Defendant I.

With the realization of a loan of Rp. 600,000,000 by Defendant III to Defendant I with collateral that is not legally valid, Defendant III PT BPR Agung Sejahtera Boja Branch has committed a tort. After Defendant I received credit from Defendant III PT BPR Agung Sejahtera Boja Branch, it turns out that Defendant I as a debtor did not make payments/ installments on his obligations to Defendant III as a creditor, this is a tort by Defendant I.

The Plaintiff often asked Defendant I to immediately settle the payment for the sale and purchase of the disputed object, but Defendant I never made the payment until this lawsuit was filed in Salatiga District Court. Based on the information received by the Plaintiff from BPR Agung Sejahtera Boja Branch, Defendant III, it turns out that Defendant I only made installment payments in February 2017 to BPR Agung Sejahtera which resulted in the auction of the disputed object by the Bank. Because the disputed object of posita 1 of the lawsuit is the legitimate property of the Plaintiff, which resulted from Defendant I who changed the name of the disputed object because the payment had not been paid according to the agreement, and as a result of the unlawful act committed by Defendant I has caused losses to the Plaintiff in the amount of Rp.306,000,000 (three hundred and six million rupiah).

In addition to suffering material losses as stated in paragraph 14 of the lawsuit, the Plaintiff also suffered immaterial losses because Defendant I ignored and seemed to harass the efforts of the Plaintiff who had requested payment in good faith, so the plaintiff suffered immaterial losses of Rp.200,000,000 (two hundred million rupiah). Because the actions and unlawful acts of Defendant I and Defendant II and Defendant III resulted in a material loss of Rp. 306,000,000 (three hundred and six million), Defendant I is legally obliged to pay compensation in the amount of Rp. 306,000,000 (three hundred and six million). Because the actions and unlawful acts of Defendant I and Defendant II and Defendant III resulted in immaterial losses as stated in paragraph 16 of the lawsuit also resulted in immaterial losses of Rp.200,000,000 (two hundred million rupiah), Defendant I is legally obligated to pay compensation of Rp.200,000,000 (two hundred million rupiah).

Based on the foregoing, the sale and purchase transaction that was preceded by the malicious intent of Defendant I resulting in the loss suffered by the Plaintiff constitutes an unlawful act and the sale and purchase is legally defective, therefore the sale and purchase between the Plaintiff and Defendant I of the disputed object must be declared null and void. To ensure that the disputed object is not transferred, please request that the disputed object as

mentioned in paragraph 1 of the lawsuit be placed under security seizure by the Salatiga District Court. Considering that this lawsuit is well-founded and based on authentic evidence, the Plaintiff requests that this decision be executed in advance despite any objections, appeals and cassations (*Uit Vor Bar Bij Voorrad*).

Based on this case, the lawsuit was declared vague, because the boundaries of the land object of the lawsuit were not included. Defendant I was indicated to be involved in many cases. Decision 43 /Pdt.G/2017/PN. Slt, can still be filed again by making a new lawsuit. Defendant I is male and has known the plaintiff for a long time, and there may be a separate agreement between the plaintiff and Defendant I regarding this case behind a PPAT.

According to the judge who tried the case, the process carried out by the PPAT was procedural in the sense that it was in accordance with the agreement of the parties. The PPAT in this case is a co-defendant (defendant II), in this case the PPAT's knowledge is paid off, so the PPAT's actions are in accordance with Law of the Republic of Indonesia Number 30 of 2004 concerning the Position of PPAT article 16 paragraph (1).³⁶

Based on the case that befell the PPAT, this research is focused on the PPAT's legal product in the form of a deed which is disputed / sued in the future. The extent of PPAT's responsibility and PPAT's involvement in this case such as the principle of PPAT's prudence in making deeds and PPAT's legal protection, especially in this case.

Analysis of PPAT on the Deed It Has Made from the Responsibility Aspect

Based on Decision 43 /Pdt.G/2017/PN. Slt, it can be revealed that, the procedure carried out by the PPAT in conducting or making a deed is in accordance with the procedure, so that the PPAT is not proven to have made a mistake. However, the PPAT is ethically responsible for the deed he made and attended the trial. In practice, it often happens that a PPAT is summoned to court to provide information on deeds or letters that are in dispute. It can be believed that the authentic deed prepared by PPAT is legally problematic. PPAT has violated its position which is not in accordance with the Regulations on the Position of PPAT either intentionally or unintentionally.

The legal responsibility of a PPAT in carrying out his profession according to Lanny Kusumawati is classified in 2 (two) forms, namely.

1. Civil Law Responsibility, namely if the PPAT makes a mistake due to breach of promise as specified in the provisions of Article 1234 of the Civil Code or unlawful acts as specified in the provisions of Article 1365

³⁶ Interview with Ms. Yesi Akhista (Judge of Salatiga District Court) on November 13, 2024

of the Civil Code. The mistake has caused losses to the client or other parties.

2. Criminal Law Responsibility, namely if the PPAT has committed a legal act prohibited by law or committed an error / unlawful act either intentionally or negligently which causes harm to other parties.

Based on Decision 43 /Pdt.G/2017/PN. Slt, what the PPAT did was correct. The PPAT has acted according to the mandate and is honest, thorough, independent, impartial and safeguards the interests of the parties involved in the legal action. The PPAT's actions are in accordance with what is stated in Article 16 letter a of the revision of Law Number 30 of 2004 concerning the Position of PPAT emphasizing the obligation for PPAT to act trustworthy, honest, thorough, independent, impartial and safeguard the interests of the parties involved in legal actions. The role of the PPAT as stated in the PPAT Position Law requires the PPAT to have high moral integrity, honesty, and to uphold the professional code of ethics. In principle, every order from the legislation must be carried out in order to create order.

Actions of PPAT Decision 43 /Pdt.G/2017/PN. Slt is in accordance with the Civil Code, hereinafter referred to as the Civil Code, specifically Articles 1365, 1366, and 1367 of the Civil Code. The PPAT in this case is responsible for his actions by not committing actions that cause harm to the plaintiff. This is in accordance with the contents of the Civil Code, hereinafter referred to as the Civil Code, specifically Articles 1365, 1366, and 1367 of the Civil Code:

"A person can only be held legally responsible if there is an element of fault. Assuming that no sanction is directed at the person who caused the harm, the offense is not the fulfillment of the obligation to compensate for the harm but this obligation is on the person subject to sanction. Here the person liable to the sanction is able to avoid the sanction through appropriate conduct, namely by compensating for the loss caused by another person."

The legal responsibility carried out by the PPAT in this case is based on the element of negligence as expressed by Munir Fuady, the actions taken by the PPAT are included in the act of negligence, namely believing too much what was said by defendant I, who did not pay off the payment in accordance with the agreement. The legal responsibility according to Munir Fuady is divided into three, namely: responsibility with elements of fault (intent and negligence) as contained in Article 1365 of the Civil Code, responsibility with elements of fault, especially negligence as contained in Article 1366 of the Civil Code and absolute responsibility (without fault) as contained in Article 1367 of the Civil Code.

Liability for losses caused by another person is found in the realm of civil law. The principle of liability based on the element of *fault (fault liability or liability based on fault)*. In the Civil Code, hereinafter referred to as the Civil

Code, especially Articles 1365, 1366, and 1367 of the Civil Code, this principle is upheld which states that a person can only be held legally responsible if there is an element of fault. Assuming that there is no sanction aimed at the person who caused the loss, the offense is not the fulfillment of the obligation to compensate for the loss but this obligation is on the person subject to sanctions. Here the person responsible for the sanction is able to avoid the sanction through appropriate action, namely by compensating for the loss caused by another person.³⁷

In line with Munir Fuady's opinion, the theory of *aansprakelijkheid* or in Indonesian can be called the theory of responsibility is a theory to determine who should receive a lawsuit or who should be sued because of a tort.³⁸ Munir Fuady describes legal responsibility can be divided into 3 (three) types, namely:

- a. Liability with elements of fault (intent and negligence) as contained in Article 1365 of the Civil Code.
- b. Liability with elements of fault, especially negligence, as contained in Article 1366 of the Civil Code.
- c. Absolute liability (without fault) as contained in Article 1367 of the Civil Code.

Analysis of PPAT's Legal Protection of the Deed it has Made

Based on case No. 43/Pdt.G/2017/PN.Slt PPAT as the second defendant, suffered a loss in which his good name was tainted by the first party. Therefore, the PPAT as the second defendant is entitled to legal protection. The legal protection in question is various legal efforts that must be provided by law enforcement officials to provide a sense of security, both in mind and physically from disturbances and various threats from any party. In addition to legal protection, there are also several principles in the Criminal Procedure Code, one of which is the principle of *presumption of innocence*, this principle is stated in Law Number 14 of 1970 concerning the Basic Provisions of Judicial Power and also in the general explanation of point 3c of the Criminal Procedure Code which reads³⁹ :

"Every person who is suspected, arrested, detained, prosecuted and/or brought before a court of law, shall be presumed innocent until there is a court decision declaring his guilt and obtaining permanent legal force."

Regulations relating to PPAT occur in a legal vacuum regarding the protection of PPAT related to the criminal justice process, in contrast to PPAT

³⁷ Hans Kelsen, *General Theory Of Law and State, Teori Umum Hukum dan Negara: Dasar-dasar Ilmu Hukum Normatif Sebagai Ilmu Hukum Deskriptif-Empirik*, terjemahan Somardi, BEE Media Indonesia, Jakarta, 2007, pp. 10.

³⁹ Andi Hamzah, 1996, *Hukum Acara Pidana Indonesia*, CV Saptar Artha Jaya, Jakarta, pp. 12

whose rules have been made as follows in Article 66 of Law Number 2 of 2014⁴⁰ concerning amendments to Law Number 30 of 2004 concerning the Position of PPAT (UUJN) in Article 66 clearly states the existence of a PPAT Honor Council which functions to protect PPAT. Meanwhile, there is no regulation governing PPAT. It is only in Government Regulation Number 24 of 2016 concerning the amendment of Government Regulation Number 38 of 1997 concerning Regulations on the Position of Land Deed Officials regulates the self-defense that can be carried out by a PPAT, where in Article 10 paragraph (5) number 6 states:

"The dismissal of a PPAT for reasons as referred to in paragraph (2), paragraph (3), and paragraph (4) shall be carried out after the PPAT concerned has been given the opportunity to submit a self-defense to the Minister."

Because the regulations are incomplete or unclear, it must look for the law, must find the law and must do legal discovery (*rechtsvinding*). Enforcement and implementation of the law is often a legal discovery and not just the application of the law. Law discovery is usually defined as the process of law formation by judges or other legal officers who are given the task of implementing the law on concrete legal events. The method used will use the Interpretation method of legal discovery by analogy of a statutory regulation applied to a certain event that is not regulated in the law, but the event is similar or similar to the event regulated by the law⁴¹.

The legal protection of PPAT against lawsuits over deeds made protected by the Civil Code is responsibility with elements of fault (intent and negligence) as contained in Article 1365 of the Civil Code. Liability with elements of fault, especially negligence, as contained in Article 1366 of the Civil Code and absolute liability (without fault) as contained in Article 1367 of the Civil Code. The forms of liability in civil law can be grouped into two, namely contractual liability and tort liability. If there is an agreement, the responsibility is contractual responsibility. Meanwhile, if there is no agreement but one party harms the other party, the injured party can sue the party who harms to be responsible on the basis of having committed an unlawful act. The responsibility of PPAT can be divided into criminal, administrative and civil responsibility. The three types of liability are determined by the nature of the offense / unlawful act and its legal consequences. Forms of criminal liability always have criminal sanctions. Administrative liability is always subject to administrative sanctions, and civil liability is aimed at recovering civil losses, as a result of

⁴⁰ Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of PPAT, State Gazette of 2014 Number 3, additional State Gazette Number 5491.

⁴¹ Sudikno Mertokusumo, A. Pitlo, 1993, *Bab-Bab Tentang Penemuan Hukum*, PT. Citra Aditya Bakti, Yogyakarta, pp. 22.

default or *onrechtmatige daad*. Basically, every form of offense always contains unlawful nature in the act. In the case of the unlawful nature of criminal offenses, it always forms criminal responsibility according to the specific criminal offense it violates. While the unlawful nature of administrative and civil law, only forms administrative and civil liability in accordance with the acts committed.

In relation to the implementation of the duties of the office of a PPAT, the aspect of legal protection needs to be allocated its regulation in Indonesian positive law. Philipus M. Hadjon argues that legal protection is the protection of dignity and recognition of human rights owned by legal subjects in a legal state based on legal provisions applicable in the country to prevent arbitrariness. Legal protection is generally in the form of a written regulation, so that its nature is more binding and will result in sanctions that must be imposed on those who violate it⁴².

The concept of legal protection of PPAT cannot be separated from the concept of legal protection in general. Based on this conception as a framework based on Pancasila, the principle of legal protection in Indonesia is the recognition and protection of human dignity which is based on the principle of the rule of law based on Pancasila. Based on the thoughts of Thomas Aquinas, John Rawls, Satjipto Rahardjo and Philipus M. Hadjon, government policy in positive legal legislature should be distributed proportionally on the basis of human dignity in order to realize public welfare.

Conclusion

Based on the results of the research and discussion that has been described with the main problems that have been formulated in the previous chapter, the following conclusions can be drawn that:

1. Based on Decision 43 /Pdt.G/2017/PN. Slt, it can be revealed that, the procedure carried out by the PPAT in conducting or making a deed is in accordance with the procedure, so the PPAT is not proven to have made a mistake. However, ethically, the PPAT is responsible for the deed he made and attended the trial.
2. The principle of prudence in this study concerns a case involving a PPAT (defendant II). According to the judge who tried the case, the process carried out by the PPAT was procedural in the sense that it was in accordance with the agreement of the parties. The PPAT in this case is a co-defendant (defendant II), in this case the PPAT's knowledge is paid off, so the PPAT's actions are in accordance with Law of the Republic of

⁴² Philipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat Di Indonesia, Sebuah Studi Tentang Prinsip-Prinsip Penanganannya Oleh Pengadilan Dalam Lingkungan Peradilan Umum Dan Pembentukan Peradilan Administrasi*, Peradaban, Surabaya, 2007, pp.205.

Indonesia Number 30 of 2004 concerning the Position of PPAT article 16 paragraph (1).

3. Based on case No.43/Pdt.G/2017/PN.Slt PPAT as the second defendant, suffered a loss in which his good name was tainted by the first party. Therefore, the PPAT as the second defendant is entitled to legal protection. The legal protection in question is the various legal efforts that must be provided by law enforcement officials to provide a sense of security, both in mind and physically from disturbances and various threats from any party.

Bibliography

A.P. Parlindungan, 1982, *Pedoman Pelaksanaan Undang-undang Pokok Agraria dan Tata Cara Pejabat Pembuat Akta Tanah*, Alumni, Bandung.

Anshori, Abdul Ghofur, *Lembaga Kenotariatan Indonesia*, Yogyakarta: UI Press, 2009.

Departemen Pendidikan dan Kebudayaan, *Kamus Besar Bahasa Indonesia*, Balai Pustaka, Jakarta, 1998.

Dhea Tri Febrina, Ahars Sulaiman, 2019. *Tanggung Jawab Pejabat Pembuat Akta Tanah (Ppat) Dalam Pembuatan Akta Jual Beli Tanah Berdasarkan Peraturan Pemerintah Republik Indonesia Nomor 24 Tahun 2016 Tentang Ppat (Studi Kantor PPAT & PPAT Anita Mahdalena, SH)*. PETITA, Vol. 1 No. 1.

Fuady, Munir, *Perbuatan Melawan Hukum Pendekatan Kontemporer*, PT. Citra Aditya Bakti, Bandung, 2010.

Government Regulation No. 37 of 1998 on the Regulation of the Position of Land Deed Officials

Hamzah, Andi, 1996, *Hukum Acara Pidana Indonesia*, CV Saptar Artha Jaya, Jakarta.

Henry Campbell Black, *Black Law Dictionary*, St. Paulminn West Publishing, C.O, 1999.

http://www.kompasiana.com/nopalmtq/mengenal-arti-kata-tanggung-jawab_5529e68b6ea8342572552d24, Accessed on February 15, 2019.

Huda, Muhammad Chairul, *Metode Penelitian Hukum (Pendekatan Yuridis Sosiologis)*, The Mahfud Ridwan Institute, 2021.

I Gusti Bagus Yoga Prawira, 2016, *Tanggung Jawab Ppat Terhadap Akta Jual Beli Tanah*. Jurnal IUS, Vol IV. No 1.

Interview with Ms. Yesi Akhista (Judge of Salatiga District Court) on November 13, 2019

Kamus Hukum Online, <http://kamusbahasaindonesia.org/hukum>, diakses pada tanggal 16 Januari 2020.

Kelsen, Hans, *General Theory Of Law and State, Teori Umum Hukum dan Negara: Dasar-dasar Ilmu Hukum Normatif Sebagai Ilmu Hukum Deskriptif-Empirik* terjemahan Somardi, BEE Media Indonesia, Jakarta, 2007.

Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of PPAT, State Gazette of 2014 Number 3, additional State Gazette Number 5491.

Masriani, Yulis Tiena, *Pengantar Hukum Indonesia*, Jakarta: PT. Sinar Grafika, 2008.

Mertokusumo, Sudikno A. Pitlo, 1993, *Bab-Bab Tentang Penemuan Hukum*, PT. Citra Aditya Bakti, Yogyakarta.

Mertokusumo, Sudikno, *Mengenal Hukum (Suatu Pengantar)*, (Yogyakarta, Liberty, 1991.

Muhammad, Abdulkadir, *Hukum Perusahaan Indonesia*, Bandung: Citra Aditya Bakti, 2010.

National Land Agency Regulation Number 1 Year 2006 on Provisions for the Implementation of Government Regulation Number 37 Year 1998 on the Regulation of the Position of Land Deed Official.

Pengurus Pusat Ikatan PPAT Indonesia, (ed) Anke Dwi Saputro, *Jati Diri PPAT Indonesia, Dulu, Sekarang, dan di Masa Datang*, Jakarta: Gramedia Pustaka, 2008.

Philipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat Di Indonesia, Sebuah Studi Tentang Prinsip-Prinsip Penanganannya Oleh Pengadilan Dalam Lingkungan Peradilan Umum Dan Pembentukan Peradilan Administrasi*, Peradaban, Surabaya, 2007.

R. Soesanto, Tugas, *Kewajiban dan Hak-Hak PPAT, Wakil PPAT*, Jakarta: Pradnya Paramita, 1982.

Rahardjo, Satjipto, *Penegakan Hukum: Suatu Tinjauan Sosiologis*, Genta Publishing, Yogyakarta, 2009.

Ridwan HR, *Hukum Administrasi Negara*, Raja Grafindo Persada, Jakarta, 2006.

- Salim HS, 2016, *Teknik Pembuatan Akta Pejabat Pembuat Akta Tanah (PPAT)* Ed.1- Cet.1, PT.Raja Grafindo Persada, Jakarta.
- Setiawan, Wawan, “Sikap Profesionalisme PPAT Dalam Pembuatan Akta Otentik”, *Jurnal Media Notariat*, Edisi Mei-Juni 2004.
- Soekanto, Soerjono, *Faktor-faktor yang Mempengaruhi Penegakkan Hukum*, PT. Raja Grafindo Persada, Jakarta. 2005.
- Subekti dan R. Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*, Cet. 31, Jakarta: Pradnya Paramita, 2001.
- Sudarto, *Kapita Selekta Hukum Pidana*, Alumni, Bandung,1998.
- Sutrisno, "Commentary on the Law on the Position of PPAT", Teaching Materials, Medan, January 1, 2007,
- Tedjasaputro, Liliana, *Etika Profesi PPAT Dalam Penegakan Hukum Pidana*, Yogyakarta: Bigraf Publishing, 1995.
- Triyono, 2019. The Responsibility of Land Deed Officials (Ppat) in Making Land Sale and Purchase Deeds and Their Legal Implications for the General Public. Vol 17, No 2.
- Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris.