

# Accountability of Temporary Land Deed Official Not Included as Defendants in Deed Revocation Rulings

Study of Verdict Number 601/Pdt.G/2020/Pa.Tnk.

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## ABSTRACT

*This study examines the role of the Temporary Land Deed Official (PPATS) in the issuance of legally defective deeds. The case, as adjudicated in Verdict Number 601/Pdt.G/2020/PA.Tnk, indicates that the PPATS was neither designated as a Co-Defendant nor held materially liable to the disputing parties. In the court's consideration, the judge reasoned that the PPATS was not directly implicated in the case since the Grant Deed (Akta Hibah) was not annulled, but rather the "grant" itself. Nevertheless, the judge ruled that the Grant Deed was legally defective, lacked binding legal force, and was declared null and void by operation of law. Consequently, the verdict contains a formal defect (plurium litis consortium) due to the absence of a complete set of necessary parties in the lawsuit, which, in principle, should have resulted in the dismissal of the case. This study addresses two main issues: (1) the legal consequences of a Grant Deed that is null and void by operation of law, and (2) the actions that the PPATS can take to maintain their integrity and professional accountability in the event of such a declaration. This research employs a normative legal approach, utilizing the theory of legal responsibility as its analytical framework.*

**KEYWORDS:** PPATS, Grant Deed, Responsibility.



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## I. INTRODUCTION

Land ownership cannot be established merely by occupying land, as is the case with movable objects. Instead, proof of ownership is required. Ownership of immovable objects, including land, can be transferred under conditions set forth in Article 2, Paragraph (2) of Government Regulation No. 37 of 1998 concerning Regulations on Land Deed Officials (PP PJPPAT).

One method of transferring land rights without financial transactions is through a grant.<sup>1</sup> The transfer of land rights requires specific procedures, particularly the issuance of a deed as legal evidence of the action.<sup>2</sup> This deed, known as an "authentic deed," is regulated under Article 1868 of the Indonesian Civil Code.

In the context of land affairs, a Land Deed Official (PPAT) plays a vital role in creating authentic deeds for the transfer and registration of land rights. The authentic deed prepared by the PPAT holds strong evidentiary value, which can be used as legally binding proof in the event of a dispute. This system protects the interests of both parties involved in the transaction.<sup>3</sup>

Indonesia's vast geography has led to a shortage of PPATS in certain regions. To address this issue, Temporary Land Deed Officials (PPATS) are appointed to fulfill the duties of a PPAT in areas where no PPAT is available. This reflects the essential role of PPATS in ensuring the smooth transfer of land rights.<sup>4</sup>

PPATS are typically sub-district heads or village heads assigned to facilitate the administrative process of land-related transactions. They prepare authentic deeds for legal actions such as grants, sales, exchanges, contributions of capital, distribution of joint rights, and other forms of land transfer as governed by applicable laws.<sup>5</sup>

Based on Salim's books, the region that doesn't have enough PPATS is caused by the requested work area selection.<sup>6</sup> Both prospective PPATs and the transfer of old PPATs will choose urban areas only, while very few PPATs submit applications for rural areas.<sup>7</sup> Of course, this causes rural areas not to have enough PPATs, so these rural areas have a reason to appoint PPATS.

Grants are often made by parents to their children. Regardless of location, whether rural or urban, these legal actions must adhere to proper legal procedures, including the creation of a Grant Deed by either a PPAT or a PPATS. PPATS are subject to sanctions if they violate legal regulations, including those stipulated in the PP PJPPAT, its amendments, the Basic Agrarian Law (UUPA), the Civil Code, and other relevant laws. If an authentic deed prepared by a PPATS causes harm to any party, the PPATS is obligated to provide compensation and assume full responsibility, potentially being listed as a co-defendant.

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<sup>1</sup> Nurvannisa Fajrimustika and Fransiscus Xaverius Arsin, "Status Kepemilikan Rumah Yang Dibangun Di Atas Tanah Hibah Pasca Perkawinan Tanpa Perjanjian Kawin," *Kertha Semaya : Journal Ilmu Hukum* 11, no. 11 (2023): 2694–2703.

<sup>2</sup> Asriadi Zainuddin, "Perbandingan Hibah Menurut Hukum Perdata Dan Hukum Islam," *Jurnal Al Himayah* 1, no. 1 (2017): 92–105.

<sup>3</sup> Erlan Ardiansyah, Mohammad Saleh, and Rahmia Rachman, "Batasan Tanggungjawab Notaris Terhadap Akta Autentik Yang Dibuatnya," *Recital Review* 4, no. 2 (2022): 432–51.

<sup>4</sup> Shirley Zerlinda Anggraeni and Marwanto, "Kewenangan Dan Tanggung Jawab Hukum Pejabat Pembuat Akta Tanah Dalam Pelaksanaan Pendaftaran Hak Tanggungan Secara Elektronik," *Acta Comitas : Jurnal Hukum Kenotariatan* 5, no. 2 (2020): 261–73.

<sup>5</sup> Citra Adityana Setyawan and Antiko Wati, "Peralihan Hak Atas Tanah Dengan Kuitansi Jual Beli," *Jurnal Ilmu Kenotariatan* 3, no. 1 (2022): 14–22.

<sup>6</sup> Salim HS, *Teknik Pembuatan Akta Pejabat Pembuat Akta Tanah (PPAT)* (Jakarta: Raja Grafindo, 2016).p.67.

<sup>7</sup> Ida Ayu Agung Nara Kirana Udiyana and I Made Sarjana, "Kajian Yuridis Terhadap Tanggung Jawab Notaris Dalam Pembuatan Surat Kuasa Membebankan Hak Tanggungan," *Acta Comitas : Jurnal Hukum Kenotariatan* 6, no. 03 (2021): 667–678.

A case involving the annulment of a grant, registered under Case No. 601/Pdt.G/2020/PA.Tnk, illustrates these principles.<sup>8</sup> The plaintiffs, heirs of M. Yusuf Bin Said and Rumsiah, filed a claim to annul a grant. The plaintiffs asserted that the first defendant claimed to be the recipient of a portion of the heirs' estate, while the second defendant was the party granting the grant and signing the Grant Deed.

The case's background reveals that M. Yusuf Bin Said owned a 21,990 m<sup>2</sup> plot of agricultural/residential land, which was managed by his wife and children (the plaintiffs) after his death in 2007. In 2010, an individual named Dwi Armaranto introduced the first defendant, Yudi Herlambang, to the plaintiffs' mother, claiming he could assist in issuing a land certificate. Yudi Herlambang requested IDR 10 million to process the certification and asked for a portion of the land to be granted to him upon issuance of the certificate.

The plaintiff's mother paid the requested amount, and Yudi Herlambang frequently visited to collect signatures from the plaintiffs' mother under the pretense that they were required for the certification process. Despite continuous inquiries about the certification's status, the certificate was never issued.

In 2014, the plaintiffs' mother passed away. Efforts to follow up on the certificate's status were unsuccessful. In 2019, Yudi Herlambang presented the plaintiffs with several documents, including a Physical Land Control Statement (sporadik) from 2006, a Land Ownership Statement for M. Yusuf dated 2006, and a Land Ownership Statement for Rumsiah dated 2010. In May 2020, two of the plaintiffs were summoned as witnesses by the Bandar Lampung Police in connection with a police report filed by Yudi Herlambang regarding the land.

During questioning, the plaintiffs were shown a Declaration of Heirs and Power of Attorney for Heirs dated September 4, 2018. This declaration claimed that the plaintiffs, along with individuals unrelated to the inheritance (former spouses and non-heirs), were co-heirs of M. Yusuf and Rumsiah and had granted 1,200 m<sup>2</sup> of the land to Yudi Herlambang. The plaintiffs denied knowledge of and signatures on the declaration, questioning its validity based on several inconsistencies:

1. Non-heirs, including ex-spouses and the second defendant's husband, were listed as co-heirs and signatories.
2. Legitimate heirs (Plaintiffs 1 and 4) did not sign the document.
3. The ex-husband of Plaintiff 2 had divorced her in 2014, yet his signature appeared on a 2018 document.
4. Several individuals listed as signatories denied signing the document.

These discrepancies suggest possible forgery, underscoring the importance of authentic deeds and the role of PPATS in verifying the authenticity of legal documents.<sup>9</sup> The role of the PPATS in this case and their responsibility to maintain integrity as public officials must be critically examined. Any deviation from proper procedure could undermine public trust and jeopardize the legal certainty of land transactions.

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<sup>8</sup> Case No. 601/Pdt.G/2020/PA.Tnk

<sup>9</sup> Arsiendy Aulia, "Prinsip Kehati-Hatian PPAT Dalam Proses Pengikatan Jual Beli Tanah Sebagai Perwujudan Kepastian Hukum," *Recital Review* 4, no. 1 (2022): 244–78.

## II. METHODOLOGY

This study adopts a normative legal research approach, utilizing both statutory and analytical approaches.<sup>10</sup> The legal materials used in this research are classified into three categories: primary legal materials, secondary legal materials, and tertiary legal materials. The primary legal materials consist of statutory regulations and legal instruments that directly address the research topic. Secondary legal materials include legal literature such as books, journals, and articles that provide explanations and analyses of the primary legal materials. Tertiary legal materials are comprised of legal encyclopedias, bibliographies, and indexes that assist in finding the primary and secondary legal sources.<sup>11</sup> The data collection method employed in this research is a library study, where relevant legal texts and literature are reviewed. The analysis of the legal materials is conducted through systematic interpretation and grammatical interpretation, ensuring a thorough understanding of the legal provisions within their respective contexts.

## III. ACCOUNTABILITY OF PPATS NOT INCLUDED AS DEFENDANTS IN DEED REVOCATION RULINGS

Every aspect of social life in Indonesia will be regulated by legal products, namely laws and regulations that can be called positive laws.<sup>12</sup> As a country that holds the rule of law, law enforcement must be able to be enforced fairly for all Indonesian people.<sup>13</sup> In a lawsuit filed in court, it must meet both formal and material requirements as follows.<sup>14</sup>

### 1. Formal Requirements

These requirements relate to the procedural rules established by the applicable regulations. Formal requirements must not be neglected, as failure to comply may result in a defective lawsuit. The essential elements include clearly identifying the parties involved, addressing the correct court, stating the grounds for the lawsuit, and detailing the claims being made.

### 2. Material Requirements

These requirements concern the content or substance that must be included in the lawsuit. The main material requirements include identifying the parties involved, outlining the *posita* or legal grounds (*fundamentum petendi*) which consist of the events and legal basis, and specifying the *petitum* (claims). Both requirements must be fulfilled by the parties in dispute for the court decision to have legal force and be enforceable without legal defects.

<sup>10</sup> Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana, 2007).

<sup>11</sup> Aan Efendi and Dyah Othorina Susanti, *Penelitian Hukum (Legal Research)* (Jakarta: Sinar Grafika, 2018).

<sup>12</sup> Satjipto Rahadjo, *Ilmu Hukum* (Bandung: Citra Aditya Bakti, 2000).

<sup>13</sup> Sudikno Mertokusumo, *Mengenal Hukum Suatu Pengantar* (Yogyakarta: Liberty, 2005).

<sup>14</sup> Peter Mahmud Marzuki, *Pengantar Ilmu Hukum* (Jakarta: Kencana, 2008).

According to Yahya Harahap's book, formal defects arising from an error in acting as the plaintiff or defendant can be classified as error in persona.<sup>15</sup> There are several types of error in persona, including:

**a. Disqualification in Person**

This occurs when the person acting as the plaintiff does not meet the requirements, such as not having the right to file the lawsuit or being legally incompetent to take legal action.

**b. Misidentified Defendant**

This form of error in persona involves errors in identifying the person being sued. For example, when the person sued is not a party to the agreement, or a lawsuit is filed against a minor without their guardian or parents.

**c. Lack of Parties**

A lawsuit is considered to have a lack of parties or plurium litis consortium when the plaintiff or defendant is incomplete, meaning there are additional individuals who should have been included as plaintiffs or defendants.

The legal consequence of an error in persona lawsuit is that it may be considered to lack formal requirements, thus constituting a formal defect. As a result, the lawsuit may be declared inadmissible (*niet ontvankelijke verklaard*).<sup>16</sup>

The formal defects that may be present in a lawsuit include, among others, a lawsuit signed by a representative based on a power of attorney that does not meet the requirements stipulated in Article 123 paragraph (1) of the HIR, a lawsuit lacking a legal basis, a lawsuit containing an error in persona in the form of disqualification or plurium litis consortium, and a lawsuit that has an *obscur libel* defect or violates absolute or relative jurisdiction.<sup>17</sup>

The decision above contains an error in persona, which in this case refers to a plurium litis consortium, meaning that certain parties to the lawsuit are incomplete, and individuals who should have been included as co-defendants were omitted. The missing party in this case is the PPATS who drafted the Deed of Grant No. 42/AH/TBB/BTP/IX/2018, a Subdistrict Head from Telukbetung Barat.

The PPATS can be included as a co-defendant because the issue arose from the Deed of Grant. On page 6 of Verdict Number 601/Pdt.G/2020/PA.Tnk, it is explained that the plaintiffs stated they were unaware of a Declaration Letter stating that Defendant 1, Plaintiff 3, Plaintiff 2, the former husband of Plaintiff 2, the husband of Plaintiff 1, and the husband of Defendant 2 were heirs of M. Yusuf Bin Said (deceased) and Rumsiah (deceased). The heirs confirmed the process of a great part of the land (+1,200 m<sup>2</sup>) from Rumsiah (deceased) to Defendant 1, and the heirs granted power of attorney to Defendant 2 to sign documents related to the grants of part of the land.

<sup>15</sup> Yahya Harahap, *Hukum Acara Perdata, Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, Dan Putusan Pengadilan* (Jakarta: Sinar Grafika, 2017).

<sup>16</sup> Habib Adjie, *Kebatalan Dan Pembatalan Akta Notaris* (Bandung: Refika Aditama, 2011).

<sup>17</sup> Fasatama Prakasa, Mada Apriandi Zuhir, and Herman Adriansyah, "Pembatalan Sertifikat Hak Milik Dibebani Hak Tanggungan (Putusan Mahkamah Agung Nomor 1138 K/Pdt/2012)," *Recital Review* 2, no. 1 (2020): 39–53.

PPATS drafted the deed based on a statement letter and a power of attorney purportedly issued by the heirs.<sup>18</sup> However, it was later proven in court that these documents had been forged, as the heirs testified that they had never signed either the statement letter or the power of attorney. The forgery was confirmed through an examination of the list of names included in the statement letter, which revealed that some individuals listed were not the legitimate heirs of the late Rumsiah, but instead held the status of sons-in-law.<sup>19</sup>

Based on this incident, the PPATS has made a Deed of Grant without the consent of both parties, but only based on the wishes of the Defendant. The PPATS in making an Authentic Deed must pay attention to important things, such as fulfilling subjective and objective requirements in the agreement, and can prove that both parties want the making of the Deed of Grant.<sup>20</sup>

In general, grants are given while the grantor is still alive to avoid potential conflicts among the grantor's children. However, giving grants can lead to internal family conflicts, especially since grants cannot be revoked. Therefore, the grantor must carefully consider the decision to make a grant.<sup>21</sup>

Conflicts often arise in grant-giving because the grantor may have emotional attachments to others and may consider themselves the sole owner of their wealth, believing they have full authority to transfer or bequeath their assets.<sup>22</sup> Sometimes, heirs are unaware of the grant, leading to a loss of their inheritance rights. Another common source of conflict is when the grantor gives assets to others, reducing the inheritance portion of the heirs, as the amount that can be granted is limited to one-third of the estate.

A grant is also a contract that must meet the four essential requirements for validity under Article 1320 of the Indonesian Civil Code, which states:

“To form a valid agreement, the following four conditions must be met:

1. Mutual consent of the parties involved;
2. The capacity to enter into a contract;
3. A definite subject matter;
4. A lawful cause.”

These conditions can be explained as follows:

1. Mutual Consent of the Parties: This means the agreement is made voluntarily without any coercion, and based on the free will of the parties involved.

<sup>18</sup> Hilbertus Sumplisius M. Wau and T. Keizerina Devi Azwar, “Intercept the Land Mafia: An Analysis of the Role of PPAT as a Shield in Illegal Property Transactions,” *Jurnal Ilmu Kenotariatan* 4, no. 2 (2023): 88–101.

<sup>19</sup> Emha Ainun Rizal, “Tanggung Jawab PPAT Atas Pembatalan Akta Yang Dibuak Dihadapannya,” *Officium Notarium* 2, no. 2 (2022): 354–62.

<sup>20</sup> Jozan Adolf and Widhi Handoko, “Eksistensi Wewenang Notaris Dalam Pembuatan Akta Bidang Pertanahan,” *Notarius* 13, no. 1 (2020): 181–92.

<sup>21</sup> Andi Tira, “Perlindungan Pemegang Sertifikat Hak Milik Atas Tanah Melalui Keputusan Tata Usaha Negara,” *Clavia: Jurnal of Law* 17, no. 2 (2019): 15–30.

<sup>22</sup> I Gusti Agung Dhenita Sari, I Gusti Ngurah Wairocana, and Made Gde Subha Karma Resen, “Kewenangan Notaris Dan PPAT Dalam Proses Pemberian Hak Guna Bangunan Atas Tanah Hak Milik,” *Acta Comitatus: Jurnal Hukum Kenotariatan* 3, no. 1 (2018): 41–58.

2. **Capacity to Enter into a Contract:** According to the law, some individuals are considered incapable of entering into a contract, such as minors or those under guardianship.
3. **A Definite Subject Matter:** This refers to the object or the performance of the agreement, such as giving something, doing something, or refraining from doing something, as specified in Article 1234 of the Civil Code. In short, the performance refers to the debtor's obligation and the creditor's right in the agreement.
4. **A Lawful Cause:** This means that the reason for the agreement must not be prohibited by law or contrary to public morals or order.

These four essential requirements for a valid contract are divided into two categories: subjective and objective requirements. The first two requirements are subjective, as they concern the parties involved in the agreement, while the last two are objective, as they concern the subject matter of the agreement.

If an agreement fails to meet the subjective requirements, it can be annulled, and one party may request the cancellation.<sup>23</sup> If the agreement fails to meet the objective requirements, it is void by law, meaning the agreement is considered non-existent or never to have been made. Each element must be fulfilled, and these elements must align with the conditions for a valid agreement, as the requirements for a valid contract are fundamental to every agreement and obligation.<sup>24</sup>

According to the explanation, the actions stipulated in Article 22 of Government Regulation on Land Deed Officials are intended to fulfill the authentic nature of a deed. The reading of the deed is conducted directly by the PPATS, followed immediately by the signing of the deed by the parties, witnesses, and the PPATS itself.<sup>25</sup>

The act of reading and explaining the contents of the deed aims to ensure that the parties involved fully understand the provisions contained in the document. Tan Thong Kie identifies three key benefits of reading the deed before the parties, as follows:

1. **Error Correction Opportunity:** At the final moment of formalizing the deed, the authorized official has the opportunity to identify and correct any errors in the text that may have gone unnoticed during the drafting process.
2. **Clarification for the Parties:** The parties are given the opportunity to ask questions regarding any unclear provisions in the deed before it is signed.
3. **Re-evaluation and Adjustment:** The process of reading the deed allows both the official and the parties to reconsider, raise questions, or request changes to the wording of the deed if necessary.

<sup>23</sup> Malik Hariyanto, Prija Djatmika, and Diah Aju Wisnuwardhani, "Implementation of the Article 32 of Government Regulation Number 24 of 2016 Concerning Land Deed Official's Honorarium," *Jurnal Ilmu Kenotariatan* 5, no. 2 (2024): 123–37.

<sup>24</sup> Holla, Rafi Salhi, and Clarissa Oktaviriya Prakoso, "Legal Certainty Regarding the Conversion of Land Certificates To An Electronic System Based On Security Principles," *Jurnal Ilmu Kenotariatan* 5, no. 2 (2024): 88–101.

<sup>25</sup> Mochamad Icksan, "Pembatalan Akta Pejabat Pembuat Akta Tanah Yang Dinilai Cacat Hukum Oleh Pejabat Badan Pertanahan Nasional," *Jurnal Ilmu Kenotariatan* 3, no. 2 (2022): 95–104.

The author agrees that the deed should be read and its contents explained by the authorized official — in this case, the PPATS — as a means of ensuring that the parties fully understand the agreement's contents. This process also serves as a method for verifying the accuracy of the parties' identities and correcting any errors in wording that may not have been noticed during the drafting stage. Such a reading is expected to ensure that the parties have a clear understanding of the deed's contents, thereby minimizing the risk of multiple interpretations and preventing potential legal disputes in the future.<sup>26</sup>

The presence of witnesses in the preparation of the deed represents a formal aspect of the PPAT deed, as witnesses act as individuals who can testify to the events they personally observed during the deed's preparation.<sup>27</sup> Witnesses serve as parties who attest that the deed has been read before the parties and has been signed by the parties, witnesses, and the PPAT itself. In simple terms, witnesses ensure that all formal procedures required for the creation of an authentic deed have been fulfilled.<sup>28</sup> This requirement also applies to the PPATS.<sup>29</sup>

According to Gustav Radbruch, legal certainty must be maintained to ensure the security and orderliness of legal actions. Therefore, a grant Deed serves as a legal guarantee. The characteristics of a Grant Deed can be annulled by the court for several reasons, including:

Non-compliance with formal and material requirements stipulated by civil law regulations: a. The formal requirements of the deed must comply with the procedural provisions for authentic deeds, such as the date, location, and the authenticity of the signatures on the deed. b. Material requirements relate to the essential conditions for a valid contract.<sup>30</sup> Violation of the law by parties involved in the grant transaction, such as using the grant transaction to circumvent the rightful inheritance rights or employing methods that violate principles of justice and honesty.<sup>31</sup>

The case in Verdict Number 601/Pdt.G/2020/PA.Tnk clearly violated and/or failed to meet several requirements for a grant, including the elements of a grant, the conditions for a valid contract, and the characteristics of a Grant Deed. Regarding the elements of a grant, the following must be present: the grantor, the recipient, the object of the grant, the grantor must be legally competent, the grantor must be the rightful owner of the granted property, and the grant must be formalized through a deed issued by an authorized official. In this case, the element requiring the grantor to be the rightful owner of the granted property was not met, as the property in question was still part of the inheritance of M. Yusuf (deceased).

<sup>26</sup> Bhim Prakoso et al., "The Legal Certainty of Wakaf Without The Existence of A Wakaf Power Deed Made by The Officer Making The Wakaf Power Deed," *Co-Value Jurnal Ekonomi Koperasi Dan Kewirausahaan* 15, no. 2 (2024): 824–34.

<sup>27</sup> Kirana Indra Sari, "Pembatalan Akta Hibah PPAT Kepada Anak Angkat Tanpa Persetujuan Ahli Waris (Studi Kasus Putusan MA No. 1818K/Pdt/2008)," *Jurnal Akta Notaris* 3, no. 1 (2024): 16–30.

<sup>28</sup> Bayu Praditya Herusantoso, "The Antinomy of Agrarian Reform Regulations After the Establishment of the Land Bank Authority," *Jurnal Ilmu Kenotariatan* 5, no. 1 (2024): 17–27.

<sup>29</sup> Irfan Iryadi, "Kepastian Hukum Kedudukan Camat Sebagai PPAT Sementara," *Negara Hukum: Membangun Hukum Untuk Keadilan Dan Kesejahteraan* 11, no. 1 (2020): 1–17.

<sup>30</sup> Maulana Syaputra, Irhamsah, and Refki Ridwan, "Konsekuensi Hukum Dan Tanggung Jawab Notaris Terhadap Akta Yang Mengandung Unsur Penyalahgunaan Keadaan," *SENTRI* 3, no. 4 (2024): 1901–10.

<sup>31</sup> I Ketut Tjukup et al., "Akta Notaris (Akta Otentik) Sebagai Alat Bukti Dalam Peristiwa Hukum Perdata," *Acta Comitas : Jurnal Hukum Kenotariatan* 1, no. 2 (2016): 32.



Furthermore, both subjective and objective conditions for a valid contract were not met. The subjective condition that was not fulfilled was the lack of agreement from the heirs to grant the property to Yudi Herlambang, thus one of the parties was considered unwilling to enter into the agreement. The objective condition violated was that the object of the grant did not have a lawful cause, as the property was not fully owned by Rumsiah (deceased) and was still in the process of certificate division, meaning the land was still jointly owned. Therefore, the land could not be granted to another party based on the agreement of only one party. Additionally, the evidence on page 31 of the decision indicates that the land was an inheritance from Rumsiah's (deceased) husband, M. Yusuf (deceased), clarifying that Rumsiah (deceased) did not have the right to grant the land. According to Article 22 of Government Regulation PP PJPPAT, which states:

*“PPAT deeds must be read/explained to the parties in the presence of at least two witnesses before being immediately signed by the parties, the witnesses, and the PPAT.”*

This article reflects the principle of caution that PPATS must follow when creating a deed. The explanation indicates that the action described in Article 22 of PP PJPPAT is intended to fulfill the authentic nature of the deed, with the reading being done by the PPAT, and the signing by the parties, witnesses, and PPAT occurring immediately after the reading.<sup>32</sup>

Talk about annulments of a grant deed, there are two types of annulments. Absolute annulment refers to the complete cancellation of an agreement, rendering it as if it never existed.<sup>33</sup> In contrast, relative annulment does not automatically void the agreement but allows the affected parties to request annulment through the court. Absolute and relative annulments can be distinguished in three key ways:

- a. Absolute annulment cannot be upheld, while relative annulment can be requested for cancellation;
- b. Actions subject to absolute annulment do not serve as a basis for expiration, whereas relative annulment does;
- c. Judges, by their authority, do not consider actions void by law unless a party requests it, while in the case of relative annulment, they act only upon request.

Therefore, the revocation of a grant falls under relative annulment, as certain individuals have the right to request the cancellation of the grant.<sup>34</sup> It may also be considered an absolute annulment or void by law, with the annulment having consequences that can be invoked upon request by a party.<sup>35</sup>

<sup>32</sup> Muhammad Iqbal Akbar Nugraha and Edith Ratna, “Penunjukan Camat Sebagai Pejabat Pembuat Akta Tanah Sementara Di Kota Tasikmalaya,” *Notarius* 15, no. 2 (2022): 638–48

<sup>33</sup> Muhammad Nabil and Nia Kurniati, “Hilangnya Keabsahan Hak Atas Tanah Akibat Kelalaian Pejabat Pembuat Akta Tanah,” *LITRA: Jurnal Hukum Lingkungan, Tata Ruang, Dan Agraria* 3, no. 1 (2023): 93–108.

<sup>34</sup> Mega Mentari, Ana Silviana, and Mira Novana Ardani, “Tanggung Jawab Pejabat Pembuat Akta Tanah Sementara Atau PPATS Terhadap Batas Waktu Pendaftaran Akta Jual Beli Tanah Berdasarkan Pasal 40 Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah (Studi Di Kota Depok),” *Diponegoro Law Journal* 9, no. 2 (2020): 359–72.

<sup>35</sup> Sari, “Pembatalan Akta Hibah PPAT Kepada Anak Angkat Tanpa Persetujuan Ahli Waris (Studi Kasus Putusan MA No. 1818K/Pdt/2008).”

In Verdict Number 601/Pdt.G/2020/PA.Tnk, the annulment of the Grant Deed falls under relative annulment, as other heirs of the grantor may request its cancellation due to legal defects, such as the object of the grant still being jointly owned by the heirs, as well as forgery of the power of attorney and declaration letter by the recipient. Thus, the objective conditions for a valid contract were not fulfilled in this grant agreement.<sup>36</sup>

The legal consequence of a grant being annulled through a court decision is that, once the annulment has gained final legal force, ownership of the granted property will revert to the grantor. As a result, all property previously granted will be restored to the grantor's ownership. This can be illustrated in Verdict Number 601/Pdt.G/2020/PA.Tnk, where Rumsiah (deceased) had, through a statement and power of attorney, granted a plot of land to Yudi Herlambang. Following the court's annulment of the grant, which has become legally binding, the land will revert to the ownership of the grantor, in this case, the heirs.

The cancellation of an authentic deed, in this case, a Grant Deed issued by a PPAT, which includes PPATS, may occur due to violations of both formal and material requirements of the deed, as well as other actions related to legal or ethical violations by the parties involved in the grant transaction.<sup>37</sup>

Understanding the factors that may lead to the cancellation of a PPATS Grant Deed by the court highlights the complexity of legal transactions and the importance of ensuring legal certainty in legal actions.<sup>38</sup> This is because an authentic deed has full legal force and is considered one of the ways to guarantee the legal certainty of the parties in an agreement.<sup>39</sup>

This serves as a reference for legal practitioners and parties involved in grant transactions to avoid certain risks that could lead to the cancellation of the Grant Deed by the court. PPATS plays a crucial role in creating Grant Deeds, especially in areas where there is insufficient availability of PPAT. A Grant Deed involves an agreement to transfer ownership of an object, such as land, to another party, as seen in Decision Number 601/Pdt.G/2020/PA.Tnk.

Document examination and object tracing are not merely seen as administrative functions by the PPATS, but as the application of integrity in the legal process of real estate transactions. A public official is expected to have extensive expertise and experience regarding applicable regulations, as well as high awareness of potential changes.<sup>40</sup> Therefore, a PPATS must be knowledgeable about Indonesian regulations to ensure smooth legal implementation that does not cause harm to anyone.<sup>41</sup>

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<sup>36</sup> Nur Fitriayu Surachman, "Kajian Pembuatan Akta Jual Beli Dari PPATS Sebelum Dan Sesudah Perkaban No. 8 Tahun 2012," *Otentik's : Jurnal Hukum Kenotariatan* 4, no. 1 (2022): 55–79.

<sup>37</sup> Zainuddin, "Perbandingan Hibah Menurut Hukum Perdata Dan Hukum Islam."

<sup>38</sup> Misbah Imam Soleh Hadi and Bayu Indra Permana, "Kontruksi Hukum Pembebasan Pajak Penghasilan Terhadap Peralihan Hak Atas Tanah Dalam Pembagian Hak Bersama Waris," *Jurnal Ilmu Kenotariatan* 3, no. 1 (2022): 1–13.

<sup>39</sup> Khafid Setiawan, Bhim Prakoso, and Moh. Ali, "Notaris Dalam Pembuatan Akta Kontrak Yang Berlandaskan Prinsip Kehati-Hatian," *Jurnal Ilmu Kenotariatan* 2, no. 2 (2021): 43–52.

<sup>40</sup> Tiyas Putri Megawati, Aulia Dwi Ramadhanti, and Faizah Nur Fahmida, "Akibat Hukum Penandatanganan Surat Kuasa Jual Mutlak Sebelum Debitor Mengalami Kredit Macet," *Jurnal Ilmu Kenotariatan* 5, no. 1 (2024): 76–87.

<sup>41</sup> Anggraeni and Marwanto, "Kewenangan Dan Tanggung Jawab Hukum Pejabat Pembuat Akta Tanah Dalam Pelaksanaan Pendaftaran Hak Tanggungan Secara Elektronik."

In addition to being a professional responsibility of the PPATS, caution is also a means of protecting the legal interests of all parties involved. Thus, verifying the identity and legal status of the parties is a crucial first step in creating an authentic deed, including a Grant Deed. Errors or negligence at this stage could result in legal consequences in the future, as in the case of Decision Number 601/Pdt.G/2020/PA.Tnk. PPATS is responsible for ensuring the integrity of the legal process, guaranteeing that all parties involved and the supporting documents in the deed are authentic and accountable.

Article 279 of the Civil Code (RV) regulates intervention, specifically "Tussenkomst," which refers to the participation of a third party in a civil dispute on their own initiative, without siding with either the plaintiff or the defendant, but rather to defend their own interests. Therefore, PPATS should be able to take such action to maintain its integrity as a public official who has issued a Grant Deed, which has subsequently become a subject of litigation.

This contrasts with "vrijwaring" or a guarantor, where a third party participates in a civil dispute because they were brought in by one of the parties to share the responsibility. This is intended to free the initiating party from the potential consequences of the judgment on the main matter. The defendant may request this participation in a reply. The third party's involvement may be voluntary or forced. Thus, it becomes clear whether the actions of the PPATS were intentional or accidental, shedding light on the matter.

Based on the theory put forward by Hans Kelsen, PPATS in the case of Decision Number 601/Pdt.G/2020/PA.Tnk can be subject to collective liability, liability based on errors, and/or absolute liability, therefore to ensure this, PPATS can be used as a Co-Defendant to hear his testimony. There 3 (three) responsibilities are based on, as following:

1. Collective Liability

Collective liability means that someone must be responsible for a violation committed by another person, in Decision Number 601/Pdt.G/2020/PA.Tnk it has been proven that the statement letter and power of attorney from the heirs are forgeries. If the one who forged the letters was Yudi Herlambang, then PPATS must also be responsible for his negligence by making a deed of gift, so that the deed can be used to carry out actions that violate laws and regulations, to the detriment of the heirs, both materially and non-materially. Therefore, the PPATS becomes one of the parties who must be responsible for violations committed by others, namely Yudi Herlambang along with other defendants who participated.

2. Responsibility Based on Fault

In terms of liability based on fault, it means that an individual must be responsible for violations committed intentionally. The sub-district head who acted as the PPATS made the deed of gift which was canceled in Decision Number 601 / Pdt.G / 2020 / PA.Tnk, if he becomes a Co-Defendant, then it can be examined whether what was done by the PPATS was intentional or unintentional. If it was done intentionally, especially to gain profit, where he knew that it had violated the laws and regulations, then the PPATS would certainly be included in the responsibility based on the error made.

### 3. Absolute Responsibility

Absolute responsibility means that a person must be responsible for violations that were committed unintentionally or unexpectedly. Decision Number 601/Pdt.G/2020/PA.Tnk, if it turns out that in this case the PPATS does not know for sure and is convinced that the statement letter and power of attorney given by Yudi Herlambang are fake documents, then the PPATS can be held responsible, because the PPATS did this beyond his authority, because of his ignorance which resulted in unintentionally violating the applicable laws and regulations to issue a Deed of Grant which contains legal defects, with consequences that he did not expect until the Plaintiffs filed a lawsuit in court and caused a dispute.

Of course, this can be questioned because the PPATS has the authority to check the objects and subjects in the agreement before being stated in an authentic deed. So there is an obligation that is violated by the PPATS until the deed is null and void.

## IV. CONCLUSION

The Verdict contains a personal error, which in this case refers to plurium litis consortium, meaning that certain parties in the lawsuit are incomplete, and individuals who should have been included as co-defendants were not listed. Furthermore, in this instance, the revocation of the donation falls under relative annulment, as specific individuals have the right to request the cancellation of the donation. This can also be considered an absolute annulment or null and void by law, with the cancellation having consequences that can be initiated at the request of one of the parties. When a grant's deed executed by a PPATS becomes legally void due to a lawsuit from the aggrieved party, the PPATS may, on its own initiative, become a party referred to as Tussenkomst to provide testimony regarding the authenticity of the deed and uphold its integrity as a public official, while also preserving public trust.

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