THE RESPONSIBILITY OF LAND DEED OFFICIAL WHO COMMITTED AN UNLAWFUL ACT BECAUSE OF IT'S PUBLISHED SALE AND PURCHASE DEED (STUDY OF THE WONOSOBO DISTRICT COURT DECISION NO: 4/PDT. G/2017/PN. WSB)

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Article Info
Received: 2022-12-10
Revised: 2023-03-20
Accepted: 2023-05-10
Keywords: PPAT, code of ethics, unlawful acts

Abstract
The sale and purchase of land must be stated in an authentic deed of the Land Deed Official ("PPAT") so that the deed can be used as the basis for land registration to have a certificate of land rights as proof of the transfer of land rights has strong and perfect evidentiary power. In making a Sale and Purchase Deed, a PPAT must be thorough in carry out his duties and positions carefully as stipulated in Government Regulation Number: 37 of 1998 and the rules of the PPAT Code of Ethics. However, in reality, not all PPAT carry out their obligations properly and often make fatal mistakes in making authentic deeds, causing the deed they published becoming null and void and does not have binding legal force, this cause a PPAT can be held accountable because they can be declared that they had committed an unlawful act, as found in the Wonosobo District Court Decision No. 4/Pdt.G/2017/PN. WSB. This research is a doctrinal research by collecting secondary data and will be analyzed qualitatively. From the results of the analysis, it shows that a PPAT who has been declared to have committed an unlawful act in the preparation of a sale and purchase deed must be civilly responsible by providing a sum of money as a compensation for other party due to his mistake in making the deed. In addition, PPAT must take a responsible in terms of the code of ethics, namely by giving them a stern warning orally or in writing or even being dismissed respectfully or disrespectfully if they ingnore the warning.

I. Introduction

The transition in land rights that often occurs in the community is by legal acts of sell and purchase land and/or buildings on it, considering that the community's need for land is increasing day by day. This legal act of sell and purchase land must be stated in an authentic deed made by the Land Deed Official (hereinafter referred to as "PPAT"), namely the Deed of Sale and Purchase of land (Goverment Regulation No.37 of 1998). PPAT in making a Deed of Sale and Purchase must be careful in determining the wishes of the parties and must apply the principle of prudence in determining the parties who commit legal acts so that the deed that is made can meet the legal requirements for the sale and purchase of land. However, in reality, not all PPAT are thorough and apply the principle of prudence in making sales and purchase deeds, and causing its own problems in the community, especially regarding disputes over ownership of land rights.

The transition in land rights is a legal act upon the transfer of the status of ownership of land rights from the grantor to another party as the recipient of the right (Nuridin, 2020). Boedi Harsono interpreted that the transfer of land rights can occur due to 2 (two) things, namely due to legal events such as inheritance and due to a legal acts, such as grants, sell and purchase, exchange and others (Harsono, 2018).

Boedi Harsono interpreted the sale and purchase land of customary law as a legal act of transferring rights with cash payment (Harsono, 2018). So it can be interpreted that the price agreed is fully paid or considered to be fully paid at the time of the sale and purchase held. In customary law, there is no juridical assignment as the fulfillment of the seller's obligation, because the so-called sale and purchase of land is the transfer of the land right to the buyer who pays the seller the agreed price at the same time (Harsono, 2018). In addition, according to Efendi Parangin, the sale and purchase of land is not an agreement which regulated as in Article 1457 of the Civil Code, but a legal act of handing over the land concerned by the seller to the buyer for forever at the time when the buyer hands over the price to the seller (Parangin, 1994).

The beginning of the enforcement of a legal act of sell and purchase is when the seller hands over the purchased goods and the buyer submits the payment (Parangin 1994). So it can be interpreted that a sale and purchase can be valid if both parties, sellers and buyers, have carried out their obligations to hand over the goods and pay an agreed amount, so that if these two things have been done, there will be a transfer of land rights through legal acts of sale and purchase.

Sell and purchase of land is a form of legal act in the transfer of land rights. The regulation regarding the sale and purchase of land itself has not been specifically regulated in the laws and regulations in Indonesia until now. However, the sale and purchase of land is generally subject to the provisions of customary law in Indonesia and the laws and regulations that regulate land as well as provisions regarding land registration. Although this has not been specifically regulated, the provisions of Article 5 of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (hereinafter referred to as "UUPA"), states that our national land law is customary law, so that the definition of sell and purchase of land according to the UUPA is the sell and purchase of customary law that has been perfected or eliminated by its regional nature (Sutedi, 2007). Based on the provisions of Article 5 of the UUPA it is stated:

> “The agrarian law that applies to the earth, water, and space is customary law, as long as it does not conflict with the national and state interests, which is based on the unity of the nation, with Indonesian socialism and the regulations contained in this law with other regulations, everything by paying attention to the elements that rely on religious law” (Hutagalung, 2000).

Furthermore, the provisions in Article 26 paragraph (1) of the UUPA state that sell and purchase, exchange, granting, giving by will, giving according to customs and other acts intended to transfer property rights and their supervision are regulated by government regulations (Basic Agrarian Law No. 5 of 1960). However, until now there has been no government regulation that specifically regulates the transfer of land rights by way of buying and selling. Regarding the provisions of Article 26 paragraph (1) of the UUPA, the provisions in Article 37 of Government Regulation Number 24 of 1997 stipulate that in essence every act of sell and puchasing land must be made in an authentic deed by PPAT (Government Regulation on Land Registration, No. 23 of 1997). The provisions in Article 37 state as follows: (Government Regulation on Land Registration, No. 23 of 1997)

1. "The transfer of land rights and ownership of the flats through sale and purchase, exchange, grant, company income and other legal acts of transfer of rights, except for the transfer of rights through auction, can only be registered if it is proven by a deed made by the authorized PPAT in accordance with the provisions of the applicable laws and regulations;
2. In the circumstances as determined by the Minister, the Head of the Land Office may register the transfer of rights to the land plots of ownership, which is carried out between individual Indonesian Citizens as evidenced by a deed not made by PPAT, but which according to the Head of the Land Office is considered sufficient to register the transfer of the rights concerned."

According to the provisions, it can be said that a legal act of sell and purchase of land must be made by PPAT and stated in the authentic deed and must be registered with the Land Office.

An authentic deed according to the provisions of Article 1868 of the Civil Code is a deed whose form is determined by law (*welke in de wttelijke vorm is verleden*) and made by or in the presence of an authorized public official in the place where the deed is made. The provisions in Article 1868 must be fulfilled, because in the next provision, namely Article 1869 of the Civil Code, it is stated that a deed cannot be said to be an authentic deed if the public official who made it is incompetent or because of a defect in its form so that the deed becomes a deed that does not have perfect legal force that can be named as a underhand deed. Soepomo (2002) said that an authentic deed is a deed that is in a form prescribed by law, bolted by or in the presence of a public official who has the authority to do so in the place where the deed is made. In the case of a legal act related to land, the authority to make an authentic deed regarding land is PPAT.

PPAT is a public official who has the authority to make authentic deeds regarding certain legal acts such as land rights or property rights of flats. In carrying out his profession, a PPAT is tasked with making 8 (eight) types of land deeds such as Sale and Purchase Deeds, Grant Deeds, Inbreng Deeds, Deed of Distribution of Joint Rights, Deed of Grant of Building Use Rights/Right to Use on Ownership Land, Deed of Grant of Dependent Rights (APHT) and Power of Attorney to Grant Dependent Rights (SKMHT), as stipulated in Article 2 paragraph (2) of PJ PPAT.

PPAT is responsible for its position regarding their published deeds. If there is a mistake in making the deed, then they must be responsible for it both civilly, criminally and administratively/code of ethics. However, for this a PPAT is also given the right to defend theirself.

The case regarding the illegal sale and purchase of land in the Deed of Sale and Purchase made by PPAT, was found in the Wonosobo District Court Decision Number: 4/PDT. G/2017/PN. WSB on June 13, 2017. In the case of the decision, a PPAT who made a Deed of Sale and Purchase of land was declared as a party who had committed an Unlawful

Act because of his mistake in making an authentic deed of sale and purchase.

This problem began in Wonosobo, on November 15th, 2010 between the extended family of the late Sadnam Mairin Khana (hereinafter referred to as "Alm. Sadnam") with Alm. Sadnam's wife, Mrs. Neni Hastuti (hereinafter referred to as "Mrs. Neni") who is concerned about the land rights of a plot of land and buildings that have been purchased by Alm. Sadnam and his family. Alm. Sadnam, who at that time was a parking attendant, had economic difficulties, so his siblings had the initiative to help him open a business to improve his economic condition by donating a certain amount of money to him which would be used as business capital.

At the time of giving a sum of money worth Rp 600,000,000,- (six hundred million rupiah); Alm Sadnam's siblings gave the money in the presence and witnessed by the entire extended family and the Chairman of RW 03 Karang Luhur. The donation was carried out by:

a) Samsul Maarif (hereinafter referred to as "Samsul") gave a sum of money worth Rp 25,000,000,- (twenty-five million rupiah);
b) Agus Pujiantoro (hereinafter referred to as "Agus") gave a sum of money worth Rp 300,000,000,- (three hundred million rupiah);
c) Syarif Mansyur (hereinafter referred to as "Syarif") gave a sum of money worth Rp 25,000,000,- (twenty-five million rupiah);
d) Endang Sulistyowati (hereinafter referred to as "Endang") gave a sum of money worth Rp 25,000,000,- (twenty-five million rupiah);
e) Endang Sofiana (hereinafter referred to as "Endang S") gave a sum of money worth Rp 25,000,000,- (twenty-five million rupiah);
f) Suroto and Endang Waringin (hereinafter referred to as "Suroto and "Endang W") gave a sum of Rp 200,000,000,- (two hundred million rupiah).

After the money was collected, Alm. Sadnam and his siblings planned to buy land and buildings belonging to Bidan Hartiningsih (hereinafter referred to as "Hartiningsih") which would be turn into karaoke business by Alm. Sadnam and his family. The purchase of land and buildings with Certificate of Ownership No. 1394 was agreed at a price of Rp760,000,000 (seven hundred and sixty million rupiah) which was carried out in installments because the Freehold Title of the land was still bound by a credit agreement with Bank BPR Salatiga, so it was agreed between Alm. Sadnam and his family with Hastiningsih that the signing of the Deed of Sale and Purchase in front of PPAT was carried out after The loan at Bank BPR has been paid off.

Payments made by Alm. Sadnam and his family to Hartiningsih only amounted to Rp 260,000,000 (two hundred and sixty rupiah) consisting of cash equivalent to Rp 200,000,000 (two hundred million rupiah) and Rp 60,000,000 (sixty million rupiah) in the form of handing over a Nissan Terrano car owned by Agus. So that the remaining payment of IDR 500,000,000 (five hundred million rupiah) is paid in installments to Bank BPR Salatiga. For this payment, the purchase of land plots and buildings belonging to Hastiningsih has been carried out in a transparent and cash and was attended by witnesses at the time of handing over the money. However, the purchase of the land and building was based on mutual trust between the parties so that there was no written evidence.

As time goes by, the land and buildings that have been handed over/lavering, the karaoke business owned by Alm. Sadnam and his family are running smoothly and growing rapidly in Wonosobo. Alm. Sadnam and his family are the managers of the business and the profits obtained from the karaoke business that has been running will be used to pay off the installments for the purchase of land and buildings to Bank BPR Salatiga. Since the karaoke business is growing rapidly, installment payments are made regularly by Alm.

Sadnam to Bank BPR with the knowledge of Hartiningsih.

The problem regarding the ownership of the land and building that has become the place of the karaoke business began when Alm. Sadnam's wife, Mrs. Neni, secretly paid off the remaining installments without the knowledge of her husband's family. During the marriage, Alm. Sadnam is known to have separated from Mrs. Neni for a long time and the whereabouts of Mrs. Neni cannot be known for many years, for this Alm. Sadnam was severely depressed and involved in a drug case until he became a fugitive from the police and has been found dead in Jakarta due to drug dependence. After Alm. Sadnam died, Mrs. Neni who had never taken care of the karaoke business then took over the business by paying off the remaining installments to Bank BPR Salatiga and persuaded Hastiningsih to sign the Sale and Purchase Deed No. 185/2015 in front of PPAT Yenny Ika Putri Hardiyaniwati, S.H. on the grounds that it was just a ratification of the sale and purchase that happened before. With the signing of the Sale and Purchase Deed, then the land and buildings used for the karaoke business were registered with the Land Office in the name of Mrs. Neni and a Freehold Title was issued in the name of Mrs. Neni.

For all these descriptions, the Alm. Sadnam's felt aggrieved by the actions taken by Mrs. Neni, Hartiningsih as a seller and PPAT as an official who made the Sale and Purchase Deed of land and building where the karaoke business run by the Alm. Sadnam's family belonged to Mrs. Neni. With these problems, Alm. Sadnam's family filed a civil lawsuit against Mrs. Neni, Hartiningsih and PPAT because considering committed an unlawful act.

The Wonosobo District Court Panel of Judges in its ruling stated that the Deed of Sale and Purchase of the land and the Karaoke Building was null and void. So that upon the cancellation of the deed, PPAT together with Mrs. Neni and Hartiningsih were declared to have committed Unlawful Acts. With all the descriptions of the problems mentioned earlier, there are still problems regarding the mule of the Sale and Purchase Deed made by PPAT and causing losses to others because of their mistakes. Thus, this research is interesting to conduct and is entitled " THE RESPONSIBILITY OF LAND DEED OFFICIAL WHO COMMITTED AN UNLAWFUL ACT BECAUSE OF IT'S PUBLISHED SALE AND PURCHASE DEED (STUDY OF THE WONOSOBO DISTRICT COURT DECISION NO: 4/PDT.G/2017/PN.WSB).

2. Research Method

This research is a doctrinal research, which will analyze the problems in this case from legal doctrines. The typology in this study uses a descriptive type of analysis. To analyze the problems in this study, a type of secondary data obtained from literature studies is used, such as laws and regulations, namely Law Number 5 of 19960 concerning Agrarian Principles ("UUPA"), Government Regulation Number 37 of 1998 regarding the Regulation of the Position of Land Deed Making Officials ("PP PPAT") and the regulation of the Code of Ethics of the Association of Land Deed Making Officials Number 112/Kep-4.1/IV/2017 dated April 27, 2017 ("PPAT Code of Ethics"). In this study, the data analysis method used is qualitative and the form of the results of this study is descriptive analytical.

3. Results and Discussion

3.1 PPAT Obligations in Making Authentic Deeds

A PPAT must apply several principles in making deeds in order to publish the deed which do not have legal loopholes that can make the authentic deeds he makes defective. A principle is something that can be used as a base, foundation, focus, for something to be explained (Mahadi, 1989). The principles that are used as guidelines by PPAT in carrying

out their positions as authorized public officials in making authentic deeds are as follows:

a. The principle of legal certainty aims to ensure that legal certainty can be realized in society (Andamsari, 2015);
b. The principle of equality, in serving the community, a PPAT must be fair and without discriminating against those who face him because they have the same position and need to be treated the same;
c. The principle of trust, PPAT is a position of trust that must be in harmony with those who carry out their duties and positions as trustworthy people (Adjie, 2007).
d. The principle of prudence, in carrying out his position, a PPAT must be careful in conconstant the deed he makes, so that in making it there are no mistakes that can cause losses in the future;
e. The principle of professionalism, Abdul Manan requires that a person can be said to be a professional if in carrying out his duties and obligations as a profession he must have adequate knowledge, have an independent attitude based on belief in personal abilities and be open to listening to and disagreeing with the opinions of others and be careful in carrying out his profession (Manan, 2006). In this case, PPAT must be professional in carrying out its duties and obligations in terms of making authentic deeds in the land sector.

3.2 Civil PPAT Liability

The responsibility of a PPAT in civil terms will arise if a PPAT as a public official who is authorized to make authentic deeds in the field of land makes mistakes, either intentionally or unintentionally, and causes losses to others in the future. This civil liability will only arise if there are losses experienced by others due to the fault of a PPAT. According to the law, the responsibility is a must for a person to carry out what has been obliged (Hamzah, 2005). Meanwhile, the Quarterly Point requires that accountability must have a basis, namely things that can cause the emergence of legal rights for a person to sue others as well as in the form of things that arise the legal obligation of others to provide accountability (Triqulan & Febrian, 2010). An act or action that is contrary to the law and causes harm is called an unlawful act. Regulations regarding unlawful acts in Indonesian civil law are regulated in Article 1365 of the Civil Code ("Civil Code") (Budiono, 2015). The article states that an unlawful act is as follows:

> "Any unlawful act that will cause future harm to another person, obliges the person who committed it to compensate for such loss"

In addition, a PPAT who due to his fault can also be held civilly liable even if in committing an unlawful act, a PPAT is unintentional or negligent due to his carelessness. The provisions regarding negligence that causes harm in this unlawful act are regulated in the provisions of Article 1666 of the Civil Code, which reads as follows:

> "Every person who commits an unlawful act and causes harm to others not only to the harm caused by his actions but also to the loss caused by his negligence or lack of care."

So from the formulation of the article regarding unlawful acts that have been submitted, it can be formulated that an unlawful act must meet the following 4 (four) elements:

a. Element of unlawfulness, which means that a person has committed an act that is prohibited by the applicable laws and regulations; or
b. Element of error, which means that a person has made a mistake in an act or his action either intentionally or because of his mistake; or
c. Element of loss, which means that a person has committed a certain act or action that causes harm to others due to his or her fault; or

d. The element of causality, which means that there is a concrete fact of the causal relationship, namely that the losses experienced are the result of mistakes made by a person.

In addition to having to comply with the provisions of Article 1365 of the Civil Code, an unlawful act can be categorized if the act: (Hendra, n.d.).

a. Violating the rights of others;
b. His actions are contrary to the applicable laws and regulations
c. His actions are contrary to morality;
d. Contrary to propriety in association in society.

3.3 Responsibilities of PPAT Administratively/Code of Ethics

As a profession, a PPAT in carrying out his position is not spared from the rules regarding the code of ethics of his profession. The purpose of this code of ethics is that a PPAT in carrying out its duties and functions does not do arbitrariness that can harm others or harm himself. The PPAT code of ethics is made and agreed upon at the congress of the PPAT Association throughout Indonesia and applies to all members of the Association of Land Deed Officials ("IPPAT").

As a PPAT, who also an ordinary human being who cannot escape a mistake in carrying out his position. a PPAT often makes mistakes in making authentic deeds in the field of land so that it can cause disputes in the future. In terms of the PPAT code of ethics, PPAT who makes mistakes can be given sanctions as stipulated in Article 6 paragraph (1) of the PPAT Code of Ethics as follows:

a. "In the form of a stern reprimand;
b. In the form of verbal and/or written warnings;
c. Temporary suspension from IPPAT membership;
d. Honorable dismissal; and.
e. Dishonorable dismissal."

The provision of code of ethics sanctions aims to provide a deterrent effect for PPAT who is proven to have made mistakes in carrying out their positions and also to provide awareness to PPAT that in developing as an public official, he has made a mistake and caused losses to others and to himself.

The imposition of sanctions as intended in article 6 of the Code of Ethics mentioned earlier, is reviewed from the magnitude or smallness of a mistake made by a PPAT. If the mistake made is still considered light, sanctions can be given in the form of a reprimand, but if the mistake made by a PPAT is a big and fatal mistake, the sanction will also be heavier. The heaviest sanction given to PPAT who makes a mistake based on Article 6 of the code of ethics is dishonorable dismissal. So that in order to avoid these sanctions, a PPAT must be careful, honest, trustworthy and impartial in carrying out his position as a public official as stipulated in the provisions of 3 letter e of the code of ethics.

In addition to the provisions of the code of ethics, a PPAT is bound by the provisions of PJ PPAT related to prudence in carrying out his duties and functions as a authorized public official to make authentic deeds in the land sector. Provisions regarding the principle of prudence in making authentic deeds. Articles 22-23 of the PJ PPAT initially require PPAT to be careful before signing the deed it makes in the presence of 2 (two) witnesses, PPAT and is prohibited from making deeds with parties who have a marital or blood relationship with PPAT.

3.4 Sanctions for PPAT According to the Code of Ethics

The nature of sanctions is *repatoir*, which means by giving punishment for an action that can be restored to the state it was before the occurrence of the offense (Adji, 2009). These sanctions can take various forms according to the type of mistake made by a PPAT.

In supervising the enforcement of the PPAT code of ethics, there needs to be an independent institution tasked with supervising the running and enforcement of the PPAT code of ethics, so the Honorary Assembly was formed. This Honorary Council is divided into 2 (two), namely the Central Honorary Council ("MKP") at the national level which carries out its duties as the Honorary Council at the appeal and final levels and is final, and there is the Regional Honorary Council ("MKD") which also carries out the duties of the Honorary Council at the regional level to examine and provide punishment to PPAT members who violate the code of ethics by holding an ethics hearing at the first level.

The Honorary Assembly will conduct an examination of a suspected PPAT who violated the code of ethics by holding an examination hearing and from the hearing it can be decided to impose sanctions for a PPAT who is found guilty and proven to have violated the code of ethics. The provision of sanctions based on the provisions of Article 6 paragraph (1) of the code of ethics, can be in the form of:

a. "Rebuke;
b. Commemoration;
c. Suspension or temporary dismissal from IPPAT membership positions;
d. *Onzetting* or dismissal from IPPAT membership; and/or
e. Dishonorable dismissal from IPPAT membership."

4. Conclusion

In carrying out his position, a PPAT is tasked with making deeds in the field of land, and is fully responsible personally and professionally for what he does in making authentic deeds. PPAT is obliged to take full responsibility for all mistakes that he makes either because of his negligence, or because of the mistakes that he deliberately makes in carrying out his position as a public official authorized to make deeds in the field of land. The form of responsibility of PPAT who makes mistakes and causes losses to others can be in the form of civil, criminal, or administrative/code of ethics liability in accordance with the provisions of applicable laws and regulations and binding the profession of their position as PPAT.

From the results of an in-depth and holistic analysis in the research which includes aspects of PPAT's responsibilities and its sanctions, it can be concluded that a PPAT who is proven and has fulfilled the elements of committing an unlawful act, then a PPAT who commits the unlawful act can be held civilly liable in the form of paying a certain amount of compensation arising from his mistake in making an authentic deed in the land sector. In this case, a PPAT who has been proven to have committed an unlawful act must provide a certain amount of compensation to the family of Alm. Sadnam. For his negligence, the sale and purchase deed he made was declared null and void and no longer had binding legal force.

By considering the elements of unlawful acts in Article 1365 of the Civil Code which has previously been described, the acts of lawlessness committed by PPAT in this case can be formulated as follows:

1. The element of unlawfulness, which means that PPAT has committed an act that is prohibited by the applicable laws and regulations, in this case a PPAT violates the principle of prudence in making deeds regulated in Articles 22 and 23 of the PPAT PJ and also PPAT makes an error in determining the parties who should have the right to carry out the legal act of sell an purchase. For this error, it can be said that the sale and purchase carried out does not meet the subjective requirements of the agreement regulated in Article 1320 of the Civil Code, namely regarding a person's ability to make an agreement, in this case it is a legal act of sale and purchase; or

2. Element of error, which means that PPAT has made a mistake in an act or its action, either intentionally or because of its mistake. In this case, PPAT in making the Deed of Sale and Purchase misdetermined the parties who should be written in the comparison in the Deed of Sale and Purchase that he made, thus causing losses on behalf of the Alm. Sadnam's family who had mastered and carried out the sale and purchase clearly and cash before making and signing the sale and purchase deed that he made. This is crucial and important, considering that the parties who should be a buyer in the Deed of Sale and Purchase are Samsul, Agus, Syarif, Endang, Endang S, Suroto and Endang W, all of whom are Alm. Sadnam's family, who are jointly paid in installments for the land and buildings purchased from Hartiningsih according to the agreement. In addition, they are the ones who control and manage the land, not Mrs. Neni who is the wife of Alm. Sadnam. This error in determining the parties in the compilation of a sale and purchase deed, because it resulted in the family of Alm. Sadnam became unentitled to the land and buildings that they had bought legally and controlled legally.
3. The element of loss, which means that a person has done a certain act or action that causes harm to others due to his fault, in this case a PPAT who has made a deed of sale and purchase with a witness that he writes as the buyer and seller in this case is not the person authorized to do legal acts, so that this causes problems in the future and harms the party who should have the right and authority for the deed of sell and purchase, namely the family of Alm. Sadnam. In this case, PPAT was wrong in determining the parties in the deed and was not careful in making the deed so that Mrs. Neni who did not participate in the act of buying and selling is now someone who has the right to the land and the karaoke business building managed by the Alm. Sadnam's family. This is caused detrimental to Alm. Sadnam's family because they jointly paid in installments a certain amount of agreed price for the sale of land and buildings that originally belonged to Hastiningsih;
4. The element of causality, which means that there is a concrete fact of the causal relationship, namely the loss experienced is the result of a mistake made by a person. In this case, there is a causal relationship, namely because PPAT's mistake is negligent and not careful in determining the authorized party as the buyer in the sale and purchase deed that he made, causing losses to other parties, namely the Alm. Sadnam's family who has been paying a sum of money in clearly and cash and installments the remaining payment on the land and building. So that due to the mistake of PPAT, the land and buildings that should have belonged to the Alm. Sadnam's family now belongs to Alm. Sadnam's wife. Sadnam which has certificate issued in the name of Mrs. Neni.

From the description of the unlawful act, a PPAT must pay a certain amount of compensation in the form of a sum of money to the family of Alm. Sadnam, it is clear that because of his actions, Alm. Sadam party became deprived of the right to the land and buildings that belonged to them. In Decision Number: 4/PDT. G/2017/PN.WSB dated June 13th, 2017 has also stated that PPAT has been proven to have committed an unlawful act, so that a PPAT who made the Sale and Purchase Deed No. 185/2015 should be held accountable civilly. The form of civil liability that can be borne by PPAT is to provide a sum of compensation to the aggrieved party, namely the family of Alm. Sadnam.

Then regarding the mistake of PPAT that made the Sale and Purchase Deed No. 185/2015 can also be held accountable administratively or in a code of ethics, as stipulated in the provisions of Article 6 paragraph (1) of the Erik PPAT Code, namely a strict reprimand and warning can be given, or if it is felt that the sanctions given are still not severe and ignored by the PPAT, then the sanction of temporary suspension or dismissal with respect or disrespect can also be given. This can be done to provide awareness to a

PPAT of his wrong actions when carrying out his duties and functions as an official who makes an authentic deed of sale and purchase of land in this case.

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