

PPAT'S RESPONSIBILITY IN THE AGREEMENT TO BUY AND SELL WITH FALSE DATA IS ASSOCIATED WITH THE REGULATION OF THE PPAT DEPARTMENT

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Abstract

PPAT as a General Officer who is authorized to make deeds regarding land must of course have special abilities and skills in the field of land so that the deeds he does do not cause problems in the future considering that the deeds he makes are authentic deeds that can be used as evidence, in practice problems can occur in the Deed of Sale and Purchase of certified land caused by irregularities or errors in the making of the deed of Sale and Purchase or because of an error in the procedure for signing the Deed of Sale and Purchase which is not in accordance with the procedure according to the provisions of the applicable regulations, thus causing losses to the interested parties. The main problem in this study is how the legal consequences of these agreements sale and purchase deeds that contain false data, and how the PPAT legal responsibility in sale and purchases deeds contain false data. the method used in this study is normative legal research carried out US an effort to obtain the necessary data inconnection with the problem. The results of the study were obtained as a result of the the legal agreement of the sale and purchase requires containing false data that is null and void or voids a the agreement was made (nietigbaarheid), because of the non-fulfillment of the subjective conditions and objective conditions of an agreement US stipulated in the terms of the validity of the agreement Article 1320 of the Civil Code, and not in according with the provisions in making the PPAT deed, and PPAT can b held legally responsible, which is civilly in the form of reimbursement of costs, compensationand interests; administratively the PPAT concerned may b subject to sanctions of disrespectful dismissal from office and the impositions of administrative fines for violating prohibitions or neglecting their obligations, and criminally as long as the PPAT is concerned proven intentionally and planned either alone or jointly with one or the parties to make a deed that they made as a tool to carry out an act of crime, then the PPAT concerned can b subject to sanctions criminal in according with applicable legal regulations.

Keywords : Buy and sell agreement , PPAT

INTRODUCTION

Government Regulation Number 24 of 2016 Concerning Amendments to Regulation Government Number 37 Year 1998 About Regulation Position Official Maker Deed Land (furthermore abbreviated "Regulation Position PPAT"), in Chapter 2 stated: "Officer Maker Deed Land has the main task of carrying out part of the land registration activities with make deed as proof has he did legal action regarding land rights or right belongs to the unit flats, which will be used as the basis for the registration of changes in land registration data Which caused by deed law it", And "Deeds law as referred to in paragraph (1) are as follows: Buying and selling; Swap exchange; Grant; Entry into the company (*inbrenng*); Distribution of rights together; Giving right To use building/rights use on land right owned by Giving right dependents; giving power Charge Right Dependents".

Deed PPAT must made such shape so that can made base strong for transfer registration rights and loading right concerned. Based on Government Regulation Number 24 of 1997 About Registration Land, transition land And things on done with Deed PPAT. Diversion land from owner to recipient accompanied with submission juridical (*jurische levering*), that is submission Which must fulfil formality Constitution, includes: Fulfillment condition; Done through procedure Which has set; Use document; Made before PPAT.

PPAT as Official General Which authorized make deeds regarding land, of course, must have the ability and skills special in field land so that deeds Which he made No cause problems in the future considering the deed he made can used as tool proof has happening deed law transfer of rights or cancellation of land rights. Such is the form of effort the government regulates the administration of land registration either through laws and government regulations as the implementation, And in matter This Deed PPAT Which is deed authentic have absolute power over the things or events mentioned in the deed, so Which proved is the event.

The obligation to submit proof of land rights that are sold is very important because Article 1482 of the Civil Code, states: "the obligation to submit a goods covers all something Which become equipment as well as intended for permanent use, together with documents of ownership, If That there is", So submission a plot land covers submission the certificate. The transfer of land rights from the owner to the beneficiary is accompanied with *juridical submission* (*juridische levering*) is a submission that must fulfil formality Constitution, covers fulfillment condition, done through procedure Which has set, And use documents, as well made by/before the PPAT.

System method And formality making deed authentic is is rule of law coercive, meaning the procedures and procedures for making it must be followed precisely without being deviated in the slightest. deviation from system method And procedure making deed authentic will bring legal consequences to the strength of evidence of the deed. Existence an authentic deed and a Public Official in Indonesia is regulated in Article 1868 Civil Code Which reads: "deed authentic is deed Which in in the form determined by law is made by or before the official General authorized For That in place Where deed That made", ¹⁴The article requires an organic law that regulates about deed form authentic and Public Officials.

PPAT as Official General Which authorized make deeds regarding land, of course, must have special abilities and skills in the field land so that deeds Which he made No raises problem later day remember deed Which he made is deed

authentic Which can used as tool proof, on the practice problem Can happen on Deed Sell Buy land certified Which caused by Because exists deviation or error on making of Sale and Purchase Deed or due to an error in the procedure signing of the Sale and Purchase Deed that is not in accordance with the procedure according to the provisions of the regulations in force, thus causing losses to the participants interested party. The granting of authority to General Officialsto make authentic deeds is part of the goal to guarantee order And certainty law to transition right on land, Becauseauthentic deed has perfect evidentiary power for the partiesalong with all their heirs or other parties who get rights from para parties, so that if a party submits an authentic deed, then the judge must accept it, and consider What Which written on in deed.

A PPAT if in making the deed No fulfil provision applicable And can raises loss for person otherof course it can be called a deed that has the implication of being against the law, where according to Article 1363 of the Civil Code, what is meant by an act Breaking the law is an act that violates the law by someone who because of his fault has caused harm to people other. In legal science, there are 3 (three) categories of acts against law, that is: Deeds oppose law Because deliberate; Deeds law without error (without element intentional nor negligence); Act against the law because negligence.

Method Study

The type of research used in this research is the juridical methodnormative, Which is something procedure study scientific For find truth based on logic science law from side normative. Approach study Which used is Approach Legislation, And Approach Case.

DISCUSSION

Consequence Law Agreement In Deed Sell Buy Which Load DataFalse Deeds criminal is something deed Which by rule law criminal forbidden And threatened with criminal for goods Who Which violate prohibition such, ¹⁷ with thereby somebody only can to blame do follow criminal if person the doactions that have been formulated in the provisions of the law as criminal act, in other words it can be stated, one cannot to be blamed for committing a crime if one of the elements of a crimethat was charged against the person could not be proven, because it was not Fulfillment of one of the elements of the crime brings consequences indictment on follow criminal the No proven, though thereby, these normative boundaries in its development experience a shift, where very possible person, still got to blame do something follow criminal based on values Which life in publiceven though the action is not expressly regulated in the device normative or statutory.

This crime of fraud is regulated in chapter XXV of the Criminal Code, in the sense The broad range of these crimes is called *bedrog* , which consists of various kinds form follow criminal fraud Which arranged start from Chapter 378 untilwith 395 of the Criminal Code.

Understanding sell buy in Civil Code is something agreementlead come back in where party Which One (si seller) promised For deliver right owned by on something goods currently party Which other (sibuyer) promised For pay price Which consists on a number Moneyas compensation for the acquisition of said

property rights, and according to Article 1458 Civil Code, sell buy considered Already happen between second split party instantly after they reach agreed about goods And price, even though the goods have not been delivered or the price has not been paid. For party the seller has a principal obligation.

His obligations with deliver Money advance, whereas the defendant Nosurrender the rights to the goods being traded, the sale and purchase agreement made has violated the subjective terms of the validity of the agreement, namely violating provision Chapter 1320 paragraph (1) Civil Code (agreed they Which bind themselves) in this case the violation occurs in the pre-contract or before the agreement that is with a series of lies and persuasion coax or in words otherwise fraud. In principle, an agreement that has been made can be canceled if agreement the in implementation will harm parties In particular, these parties are not only parties to the agreement, but also includes every individual who is a third party outside the parties entered into the agreement, and in this case the cancellation of the agreement This can happen, either before the engagement that was born from the agreement held based on the agreement Which made is implemented.

In connection with the cancellation of the agreement by one of the parties agreement, so cancellation of the agreement it can requested if:

No has happen free deal from para party what makes agreement, either because there has been an oversight, coercion or fraud to one of the parties to the agreement at the time the agreement was made (Chapter 1321 to Article 1328 Civil Code);

One of the parties to the agreement is incapable of acting within law (Article 1330 to Article 1331 of the Civil Code), and or do not have the authority to perform actions or deeds oppose certain laws.

In the event that there is no free agreement, then the party that has mistake, or cheated the, own right For request cancellation agreement on moment He know happening oversight, coercion, or the fraud, while for the second thing, the incompetent party, And or representative Which legitimate entitled For request cancellation agreement.

Faith Good on stage pre agreement is obligation For notifying or explaining and examining material facts for the parties associated with tree that was negotiated, in connection with matter This judgments *Hoge Raad* state that para party Which negotiating each has a duty of good faith, that is, an obligation to research (*onderzoekplicht*), and the obligation to notify or explain (*mededeling split*), And Judge must consider obligations That One with Which other with size faith Good. ²⁶

PPAT's Legal Responsibilities in the Deed of Sale and Purchase Data False

Related with implementation task And position PPAT in the practice a PPAT if in making the deed implicated oppose law, then will legal consequences as follows:

Deed PPAT can canceled; in relation with condition material the procedure or procedure for making a PPAT Deed is incompetence somebody For do action law (*handelingson bekwaamheid*).

This deviation from material (subjective) requirements causes Deed Sell Buy Which made by PPAT concerned can asked cancellation by incompetent parties and/or their legal representatives, so that either party to the agreement or a third party, can submit cancellation on agreement Good before engagement Which born of the agreement is executed nor after.

Articles 1451 and 1452 of the Civil Code determine that each nullification bring consequence that material And people Which restored the same as the state before

the agreement was made, so The agreement that has been made will remain binding on the parties as long as it is not canceled (by the Judge) at the request of the party entitled to request cancellation the.

Deed PPAT null and void;

In relation with condition material procedure or system method making Deed PPAT is powerlessness somebody For take legal action (*handelingson bevoegdheid*). Seller's side in the PPAT Deed is not accompanied by the approval of the parties party Which entitled give agreement to deed law in something deed, It means No own authority For do deed law certain, for example:

A plot of land in the certificate is in the name of his wife, while the land the is treasure together with her husband, will but wife No or Not yet get agreement sell Alone land from the husband, or the husband has not given his consent written to the wife, and vice versa, the wife has not given agreement to the husband to sell a piece of land as property together even though it is written in the name of the husband (Article 39 paragraph (1) letter c And g Regulation Government Number 24 Year 1997 About Registration Land *Jo* . Chapter 119 Civil Code);

To organ company (Directors) do deed For divert or guarantee right on land Which is the company's assets without the approval of the company's organs (Board of Commissioners and/or GMS) stipulated in the Articles Base Company, thereby Also to Wrong a or a number of person manager foundation in do deed law divert or guarantee right on land without agreement from coach Foundation And Cooperative set in the Articles of Association (Article 39 paragraph (1) letters c and g of the Regulations Government Number 24 years old 1997 About Registration Land);

A plot of land in a certificate in the name, for example X, but Mr X is subject to the Civil Code, namely being under guardianship, and Y as the administrator or curator of X (which has set by Court Country), want sell land with reasons for the interests of X, but Y has not obtain approval or permission from the Head of the District Court (Art 39 paragraph (1) letter e and g of Government Regulation Number 24 Year 1997 About Registration Land *Jo* . Chapter 452 *Jo* . 393 Civil Code).

Materially the factors that can cause the PPAT Deed to have implications against the law, if there is a deviation from the provisions of Article 39 paragraph (1) Government Regulation Number 24 of 1997 Concerning Registration Land *Jo* Article 1320 of the Civil Code, then the PPAT Deed he made will consequences logical can rejected registration, Where file application registration transition right Already processed in a manner administrative, but when examined the substance of the legal action, there is problem Which cause deed rejected registration.

In connection with the duties and authorities of the PPAT in making Deed of sale and purchase of land containing elements of deviation from the requirements material from the procedure for making a PPAT Deed, which consists of subject requirements (subject rights or persons facing or comparability) and conditions objects (objects of rights transferred), either intentionally or through negligence and/or negligence from PPAT concerned, so Deed PPAT That will has juridical consequences or legal consequences that can be canceled and/or null and void.

Deed authentic Which can canceled by Court is deed Which proven disabled in form nor method manufacture Because No fulfil condition:

Formal, Which covers provision about condition deed authentic as stated in Article 1868 Civil Code.

Material, Which covers provision about content from deed the as stipulated in Article 1320 of the Civil Code regarding legal requirements agreement.

In terms of case studies that have been presented on the background of the problem and chapter III where in the process of changing the name of SHM No. 1167 on behalf of Soepojo (Plaintiff) area of $\pm 263 \text{ M}^2$ to become SHM No. 1167 in the name of Giri Setiawan wide $\pm 263 \text{ M}^2$ located in Jln. Kalinga VI No.4 Ward Kadipiro, Banjarsari District, Surakarta City, by means of buying and selling as Deed of Sale and Purchase No. 372/Banjarsari/2008 made by PPAT Sunarto, SH., is an unlawful act, because the land is owned by No. 1167 the Still in dispute between Plaintiff with Defendant II in Surakarta Religious Court and the sale and purchase without involving Defendant II as Wrong One owner land And House with right owned by No. 1167the.

AJB No. 372/Banjarsari/2008 Which made by PPAT sunarto, sh (Defendant III) is invalid because it was made with against the law namely land property no. 1167 in the name of Soepojo with an area of $\pm 263 \text{ M}^2$, which is traded between Defendant I as the Buyer and the Plaintiff as the Seller Which Still in dispute between Plaintiff with Defendant II in Court Religion Surakarta And process sell buy it No involve Defendant II as one of the owners of the land and house. Selling process purchase with Sale and Purchase Deed No. 372/Banjarsari/2008 made by PPAT Sunarto, SH., (Defendant III) null and void because it was made with method illegitimate with acts against the law, namely land ownership rights No. 1167 on behalf of Soepojo broad $\pm 263 \text{ M}^2$, which was traded between Defendant I as buyer with Plaintiff as seller the Which Still in a dispute between the Plaintiff and Defendant II in the Religious Courts Surakarta and the buying and selling process did not involve Defendant II as wrong One owner of the land and house.

The deed required for cancellation in the above case does not comply condition material so that cause deed the disabled Because No fulfil condition subjective based on Chapter 1320 Civil Code, Which based on Article 1321 to Article 1328 of the Civil Code, the reasons are can be used to demand cancellation of the deed for three reasons, that is:

There is oversight Which proper (*verschoonbare dwaling*). oversight can be in the form of misjudgment, misunderstanding, misunderstanding or misguidance. Wrong calculation occurs when a legal subject makes a statement based on an image or assumption that is not true or wrong one can about:

tree Meaning or essence from object agreement;

position subject the law;

Right from subject the law;

Regulation the law;

Right power Alone.

Wrong understand can form Wrong understand about the person And Wrong understand the object;

There is coercion (*dwang*), that is, there is such an act So it can frighten anyone who thinks it's healthy or it is a threat to his safety and wealth. This coercion can from the counterparty or from a third party. Force can done to person or party Which make agreement as stated in Chapter 1323 Civil Code or to husband or wife of the party making the agreement and relatives in the line up or down as stated in Article 1325 Civil Code. ²⁸

The existence of fraud (*bedrog*) is a statement that is not true about something reality Which There is on time statement it's made.

The PPAT's responsibility for deeds that contain defects law described as follows:

Not quite enough Answer kindly Administrative

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Accountability in a manner administrative Also determined on Chapter 62 Regulation Government Number 24 Year 1997 About Registration Land, Which reads: "PPAT Which in do his job ignore provisions as meant in Article 38, Article 39, and Article 40 as well as the provisions and instructions that given by Minister or Official Which appointed imposed penalty administrative form reprimand written until termination from position as PPAT (Chapter 10 Regulation Government Number 24 of 2016 concerning Amendments to Government Regulation Number 37 Year 1998 About Regulation Position Official Maker Deed Land, also stipulated in Article 6 paragraph (1) of the IPPAT Code of Ethics, namely, for member Which do violation code ethics can subject to penalty in the form of:

rebuke;

Warning;

Schorsing (termination temporary) from membership IPPAT; d *Onsetting* (termination) from membership IPPAT;

e Termination with No respect from IPPAT Membership.

Drop sanctions the in on customized with quantity And quality violation Which done member the (Chapter 6 paragraph (2) code ethics IPPAT), coaching And supervision implementation task PPAT done by Head BPN (Chapter 65 *Jo* Chapter 1 point 10 Regulation of the Head of the National Land Agency Number 1 Year 2006 About Provision Implementation Regulation Government Number 37 Year 1998 About Regulation Position Official Maker Deed Land.

Not quite enough Answer kindly Civil

As a result of an intentional or intentional error negligence form lacking be careful, no careful And no thorough in implementation obligation law for PPAT in making Deed Sell Buy land, so that cause implementationsubjective somebody become disturbed, if raises somethingloss for the parties, then the relevant PPAT must be responsible responsible for compensating for losses suffered by the parties in replacement form cost, change loss and interest.

Determination that deed only own strength the law in underhanded or declared null and/or null and void by law, and become something offense deed oppose law Which raises losses, must be based on the existence of a court decision that has permanent legal force, so if there are parties who accuses or judges that the PPAT Deed is fake or not correct because there has been a deviation from the material requirements and formal from the procedure for making a PPAT Deed (formal aspect) then the party the must prove accusation or evaluation Alone through civil lawsuit legal process is not by way of complaining PPAT to the police.

Not quite enough Answer kindly Criminal

A PPAT cannot be held accountable top crime the deed made if the relevant Notary/PPAT has donehis job in accordance with procedure as Which arranged in related laws and regulations, this matter is legitimized in Article 266 of the Criminal Code, where a PPAT cannot be subject to criminal penaltiesbase Chapter 266 of these if he has do their job with Correct.

Article 266 of the Criminal Code shows that the position of a PPAT is the person ordered (*manus ministra*) and in criminal law the person who is ordered cannot be held criminally responsible on his deeds, on the side other a PPAT can requested criminal responsibility for the deed he made based on Chapter 263 and 264 of the Criminal Code if:

PPAT know that on moment person Which facing him to make an authentic deed, either in the form of an agreement to buying and selling or other agreements, that

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person cannot fulfill conditions legit something engagement based on regulation legislation Which apply, However PPAT No heed conditions shah engagement the And stillmake deed in accordance Which requested by para facing;

PPAT No heed And still just make something deed authentic whereas he know that on moment person Which before him to make the authentic deed provide incorrect information for inclusion in the the deed.

Writer argue For avoid entangled indicted do a criminal act of Article 266 paragraph (1) of the Criminal Code, preferably from the start para facing express with firm his intention For dobuying and selling with the PPAT reminding the appearers first that:

If you want to include in the deed a different price than price Which Actually facing Don't once in a while notify the PPAT or PPAT office staff that the actual price is different from the desired price be included in deed,

If the appearer has already notified that there is a differenceprice the should PPAT reject make deed for facing concerned,

Inform the appearer that if in the future it is discovered that price Which listed in deed No Correct, There is possibility Which concerned No snared Chapter 266 paragraph (1)Criminal Code.

CONCLUSION

Based on the results of research and discussion and analysis that has been done, thus it can be concluded which is the answer to problem in research as follows:

Analysis of the legal consequences of a sale and purchase agreement containing false data is cancelled by law or cancelled since agreement the made (*nitiegbaarheid*), due to the non-fulfillment of subjective terms and conditions objective of an agreement as stipulated in its legal terms agreement Article 1320 of the Civil Code, and not in accordance with the provisions in deed making PPAT.

Analysis of the PPAT's responsibilities in the sale and purchase deed containing data counterfeit can be held legally responsible, which is civil in form replacement cost, change make a loss And flower; in a manner administrative PPAT Which concerned can imposed penalty termination with No respect from position And imposition fine administrative Because has violate prohibition or neglect obligations, and criminally as long as the relevant PPAT is proven intentionally and planned either alone or jointly the same as one or the parties making the deed he made made something tool do something follow criminal, so to PPAT concerned can subject to penalty Criminal in accordance regulation law Which apply.

B Suggestion

Based on the results of research and discussion and analysis that has been done, thereby can given suggestion on problem in study as follows:

Regarding the legal consequences of the deed of sale and purchase agreement containing false data, so that the Deed of PPAT should be made in accordance with the full availability filling instructions attached in Perkaban No. 8 of 2012, Regulation Position PPAT And bandages No. 1 Year 2006. In making the deed, the PPAT is obliged to apply the precautionary principle to act carefully in carrying out the duties of his position because of the PPAT play a major role in determining an action can be poured indeed form authentic or not.

Regarding the PPAT's responsibilities in the deed of sale and purchase which contains data fake, so that the PPAT can carry out tasks like officials General, then preferably the setting should be stated explicitly And clear formed with something

Constitution And No with regulations that are lower than the law and expected to party Which authorized For notice matter the And can a law was formed about PPAT.

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