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THE LEGAL CONSEQUENCES OF DRAFTING A POWER OF ATTORNEY FOR THE SALE OF LAND WITHOUT THE CONSENT OF THE OWNER OR RIGHTS HOLDER OF THE LAND (Case Study of Decision Number 1615K/PDT/2020)

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Abstract

The Public Notary (PPAT) in carrying out their duties and responsibilities, especially in creating authentic deeds, can result in errors, both in terms of formal requirements and material requirements. The issue involves sanctioning notaries involved in illegal activities related to power of attorney deeds in land transactions without the owner's consent, as discussed in Decision Number 1615 K/PDT/2020. The research method used in this study is normative juridical research based on secondary data. The research results show that in order to protect the community from notarial actions that may harm the public, there are five types of sanctions: oral reprimand, written reprimand, temporary suspension, honorable dismissal, or dishonorable dismissal. Sanctions in the form of written warnings and reprimands can only be imposed by the Regional Supervisory Council. Sanctions in the form of temporary suspension from the position of notary can only be carried out by the Central Supervisory Council, and sanctions in the form of honorable or dishonorable dismissal from the position of notary can only be carried out by the Minister upon the recommendation of the Central Supervisory Council. The legal consequence of creating power of attorney deeds in land transactions without the knowledge of the owner or the land rights holder, as stated in Decision Number 1615 K/PDT/2020, is a legally flawed and invalid process, as it does not meet the requirements set at the time of its creation. PPAT, in carrying out their duties, especially in creating deeds, should be guided by honesty, independence, impartiality, and accountability.

Keywords: *Power of Attorney, Sale of Land, Consent of Owner, Rights Holder, Legal Consequences*

1. INTRODUCTION

Land is a gift from God Almighty, where humans and other creatures live. Land must be preserved and maintained properly for the survival of all creatures in this world, including humans. The meaning of land as one of the reasons for people to own and occupy it for their survival. Along with the increasing need for land, where the amount of land does not increase, resulting in problems, this perception has recognized rules or regulations regarding land from customary law arrangements or has not been promulgated regarding land (Bujangga & Purwanto, 2022).

The regulation of land in Indonesia is governed by Law Number 5 of 1960, which focuses on Agrarian Principles (UUPA). In terms of land law or agrarian law, it can be summarized as the legal framework that governs the interactions between individuals and land, ensuring the protection of people's interests in relation to land (Mertokusumo, 2019). These laws are necessary due to the extensive human involvement in land-related activities, and land law plays a crucial role in regulating these interactions.

Since the enactment of the UUPA, as stipulated in Article 19 paragraph (1), in order to guarantee legal certainty by the state/government, there have been land registration activities throughout the territory of Indonesia. Land registration itself is carried out to ensure legal certainty and protection for parties who have rights to the land parcel. One of the reasons behind the implementation of land registration is the obligation to involve Land Deed Officials (PPAT) as public officials authorized to carry out various tasks related to land registration, including the making of authentic deeds that function as evidence and basic documents for land registration purposes (Sumardjono, 2006).

One of the prerogatives given to Notary (PPAT) is the ability to make a deed of sale and purchase (AJB). The making of a sale and purchase deed is a legally binding deed and becomes the basis for the transfer of land rights from the seller who is the current owner to the buyer who is the future owner. Based on Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration, where AJB is a valid evidence related to the transfer of land rights through sale and purchase made before a PPAT, which is then followed by registration at the local Land Office based on the location of the sale and purchase object (Anshori, 2009).

To carry out the sale and purchase of land, of course, there are 2 requirements that must be met, namely material requirements in the form of subjects and objects that determine the validity of the sale and purchase of land, as well as formal requirements in the form of making and signing the deed of sale and purchase by the relevant parties in front of PPAT. With the signing and notarization of the sale and purchase deed by a PPAT, this further strengthens the existence of a contract that has binding legal force between all parties involved. This action signifies that the transfer of land rights, along with the payment, has been successfully completed. In addition, this documentation serves as evidence that the recipient or buyer has officially assumed the role of the new holder of ownership rights (Baharudin, 2014).

The execution and signing of the AJB notarization by the PPAT, which further strengthens the existence of an agreement or contract that has binding legal force for all parties involved. This action signifies that the transfer of land rights, along with the payment, has been successfully completed. In addition, this documentation serves as evidence that the recipient or buyer has officially assumed the role of the new holder of ownership rights, thus, PPAT must be careful in making a sale and purchase agreement, ensuring a thorough examination of the ability and legal authority of the parties, including the seller and buyer.

In the implementation of land sale and purchase transactions, problems or legal disputes often arise due to the existence of unlawful acts by not fulfilling the existing conditions of sale and purchase. In accordance with Article 1365 of the Civil Code, an unlawful act is an act that causes harm to a third party and requires financial compensation from the party whose negligence caused the loss. One of the land cases motivated by an unlawful act is Decision Number 1615 K/Pdt/2020.

As it is known that the Plaintiff in this case is the owner of the disputed object land which was legally purchased by way of sale and purchase and has gone through the process of turning the name into a Certificate of Ownership (SHM) in the name of the Plaintiff. After that the Plaintiff utilized the disputed land by constructing 2 (two) shophouse buildings with a total area of 572 M2. Then the Certificate of Title of the disputed object was used as collateral for a credit loan by the Plaintiff to Bank Rakyat Indonesia (BRI) and was completed based on the deposit of repayment made by the

Plaintiff in the amount of Rp. 40,000,000,- which in this case with verbal agreement, the Plaintiff received a temporary loan in the amount of Rp. 50,000,000,- from Defendant I, with the condition that Defendant I would hold the SHM in the name of the Plaintiff as collateral for repayment.

In this case, and without the knowledge of the Plaintiff, Defendant I drew up a Deed of Authorization to Sell and a Deed of Purchase and Sale Agreement on behalf of the Plaintiff issued by the Co-Defendant III, which process was never carried out and was never signed by the Plaintiff, constituting an unlawful act. The Plaintiff never gave special authority or absolute authority to anyone, including Defendant I to represent the Plaintiff to sign the Sale and Purchase Deed issued by Defendant IV for any reason because the Plaintiff at that time was not ill or out of the country and needed to be represented by anyone, therefore the actions carried out by Defendant I in terms of the Power of Sale and Sale and Purchase Agreement issued by Defendant III and the Sale and Purchase Deed issued by Defendant IV were legally flawed and invalid. The Sale and Purchase Deed issued by the Defendant IV was executed separately without the permission and knowledge of the Plaintiff, so that the Sale and Purchase Deed contained signatures on behalf of the First Party as the Seller by including the name of the Plaintiff with the mark or code "qq", and the Second Party as the Buyer, all of which were executed by the Defendant I with the reasoning of referring to the Power of Sale from the Plaintiff issued by the Defendant III which was legally defective.

Where the disputed land object was known and confirmed to have passed into the hands of Defendant II when the Plaintiff clarified at the local Village office attended by Defendant II by showing the Certificate of Title in the name of the Plaintiff which had been crossed out by the Defendant V with the registration of transfer of encumbrance rights and other recording of changes on the basis of a Sale and Purchase Deed based on the PPAT Deed of the Defendant III, Therefore, the series of unlawful acts carried out by Defendant I resulted in the issuance of a Power of Sale, Deed of Sale and Purchase Agreement and Deed of Sale and Purchase that were not valid and valuable, and have caused material and immaterial losses to the Plaintiff.

Based on the background description provided, the following research problems are identified:

1. What sanctions apply to notaries engaging in illicit practices regarding the creation of power of sale deeds in land transactions, conducted without the consent of the property owner?
2. What legal implications arise from executing power of attorney deeds for land sales without the awareness or authorization of the owner or the rightful land rights holder, as outlined in Decision Number 1615 K/PDT/2020?

2. RESEARCH METHODS

The study employed normative juridical research, which involves examining library materials, also referred to as library legal research (Marzuki, 2011). The decision to utilize this research method was based on the aim to identify, analyze, and elucidate the normative gaps pertaining to the legal ramifications of creating a power of sale deed in land transactions without the awareness or authorization of the owner or the rightful holder of land rights, as outlined in Decision Number 1615 K/PDT/2020.

In this normative juridical legal research, the author employed a statute approach, case approach, and comparative approach. The statutory approach involved scrutinizing all laws and regulations pertinent to the legal matters under investigation. The case approach, crucial for researchers' understanding, focused on the ratio decidendi, namely the legal rationales employed by the judge in reaching their decision, particularly concerning Decision Number 1615K / Pdt / 2020.

The author utilized a library research model as the data collection technique. This method involved examining existing documents, encompassing legal materials such as laws and regulations, as well as literature, journals, and scientific bulletins in criminal law.

For the analysis of legal materials, the author adopted a deductive approach. This involved scrutinizing cases relevant to the addressed issue, which had culminated in court decisions. Deductive logic or the deductive processing of legal materials entailed elucidating a general principle and subsequently applying it to derive a more specific conclusion. This systematic approach aimed to furnish comprehensive research outcomes to address the previously formulated problems.

3. RESULTS AND DISCUSSION

3.1. Sanctions Against Notaries Who Commit Unlawful Acts Regarding the Creation of Power of Attorney Deeds in Land Transactions Without the Consent of the Owner

Notary is a public official who has been trusted by the public to make authentic deeds, and in carrying out the notary profession, it has been regulated in the Notary Code of Ethics and Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of Notary. Notaries must understand and know the code of ethics, which regulates what actions can be said to be a violation of the code of ethics and the sanctions imposed if they violate the code of ethics (Mardiansyah et al., 2020). Administrative sanctions are sanctions given to notaries by the Regional Supervisory Council, namely being subject to ethical sanctions in Article 9 of the Code of Ethics, among others:

a. If there is a member who is suspected of violating the code of ethics, whether the allegation comes from the knowledge of the Regional Honorary Council itself or because of reports from regional administrators or other parties to the Regional Honorary Council, then at the latest within seven (7) working days the Regional Honorary Council must immediately take action by holding a regional honorary council meeting to discuss the alleged violation.
b. If according to the results of the Regional Honorary Council hearing as stated in paragraph (1) it turns out that there is a strong allegation of a violation of the code of ethics, then within seven (7) working days after the date of the hearing the Regional Honorary Council is obliged to summon the member suspected of the violation by registered letter or by expedition, to be heard and given the opportunity to defend himself.
c. The regional honor council will only determine its decision regarding whether or not a violation of the code of ethics is proven and the imposition of sanctions on the violator (if proven), after hearing the testimony and defense of the member concerned in the Regional Honor Council session.

d. The determination of the decision referred to in paragraph 3 may be made by the Regional Honor Council either in that session or in another session, provided that the determination of the decision of violation or non-violation is made no later than within 15 working days, after the date of the Regional Honor Council session in which the Notary has been heard.
e. If in the decision of the Regional Honor Council session it is proven that there is a violation of the code of ethics, then the session at the same time determines the sanctions against the violator.
f. In the event that the summoned member does not come or does not give any news within (7) working days after being summoned, the Regional Honor Council will repeat the summons 2 times with an interval of (7) working days, for each summons.
g. Within seven (7) working days, after the third (3rd) summons, the member still does not come or does not give any news for any reason, the Regional Honor Council will still convene to discuss the violation allegedly committed by the member.

Sanctions for Notaries are a form of awareness, that the Notary in performing his/her official duties has violated the provisions regarding the implementation of the duties of the Notary office as stated in the notary code of ethics. According to Latifah (2021), there are 5 sanctions in the Notary Code of Ethics which are arranged hierarchically based on the lowest level of violation to the most severe level of violation imposed if a notary violates the code of ethics, namely:

a. Reprimand
b. Warning
c. Temporary dismissal from membership of the Association
d. Honorable dismissal from membership of the Association
e. Dismissal with dishonor from membership of the Association

Sanctions in the form of writing and written warnings can only be imposed by the Regional Supervisory Council. Sanctions in the form of temporary dismissal from the position of Notary can only be imposed by the Central Supervisory Council, and sanctions in the form of respectful or dishonorable dismissal from the position of Notary can only be imposed by the Minister upon a proposal from the Central Supervisory Council.

Article 85 of Law Number 2 of 2014 on the amendment of Law Number 30 of 2004 on the Position of Notary expressly regulates the sanctions against notaries who violate the provisions of Article 7, Article 16 paragraph (1) letter a, Article 16 paragraph (1) letter b, Article 16 paragraph (1) letter c, Article 16 paragraph (1) letter d, Article 16 paragraph (1) letter e, Article 16 paragraph (1) letter f, Article 16 paragraph (1) letter g, Article 16 paragraph (1) letter h, Article 16 paragraph (1) letter i, Article 16 paragraph (1) letter i,

Article 16 paragraph (1) letter j, Article 16 paragraph (1) letter k, Article 17, Article 20, Article 27, Article 32, Article 37, Article 54, Article 58, Article 59, and/or Article 63. This is intended to protect the public from Notary actions that can harm the public. 5 (five) types of sanctions, namely:

a. Oral reprimand;
b. Written reprimand;
c. Temporary dismissal;
d. Honorable dismissal; or
e. Dismissal with dishonor.

Violations committed by notaries by not fulfilling the provisions of Article 16 paragraph (1) of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notary regarding the obligations of notaries in carrying out their duties in making deeds, namely:

a. Act trustworthy, honest, careful, independent, impartial, and safeguard the interests of the parties involved in legal actions;
b. Make deeds in the form of deed minutes and keep them as part of the Notary protocol;
c. Attaching letters and documents as well as fingerprints of the parties to the deed minutes;
d. Issuing grosse deed, copy deed, or deed quotation based on the minutes of deed;
e. Providing services in accordance with the provisions of this Law, unless there is a reason to refuse it;
f. To keep confidential all matters concerning the deed he/she makes and all information obtained for the purpose of making the deed in accordance with the oath/pledge of office, unless the Law determines otherwise;
g. To bind the deeds made in 1 (one) month into a book containing no more than 50 (fifty) deeds, and if the number of deeds cannot be contained in one book, the deeds may be bound into more than one book, and record the number of deed minutes, month, and year of making on the cover of each book;
h. Make a list of deeds of protest against non-payment or non-receipt of securities;
i. Make a list of deeds relating to wills in the order in which the deeds are made every month;
j. Sending the list of deeds as referred to in letter i or the zero list relating to wills to the central register of wills at the ministry that organizes government affairs in the field of law within 5 (five) days of the first week of the following month;
k. Recording in the repertorium the date of delivery of the register of wills at the end of each month;
l. Having a stamp or seal containing the symbol of the Republic of Indonesia and in the space encircling it, the name, position, and domicile of the person concerned shall be written;
m. Read out the deed in the presence of the testator in the presence of at least 2 (two) witnesses, or 4 (four) witnesses specifically for the making of a deed of will under the hand, and signed at the same time by the testator, witnesses, and Notary; and
n. Receive the apprenticeship of the Notary candidate.

Violations committed by notaries by doing something prohibited by Article 17 paragraph (1) of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning Notary Position regarding the prohibition of notaries in carrying out their duties in making deeds.

The witnesses and attendants must witness the Notary when reading out the deed and sign the deed after the Notary has finished reading out the deed The deed concerned is not read out by the Notary. This violates Article 16 paragraph (1) letter m, that every Notary deed before being signed must first be read out in its entirety to the faces and witnesses, whether it is a deed of relaas or a deed of partij.

The deed was not signed in the presence of the Notary and even the deed minutes were brought by other people and signed by and in a place unknown to the Notary. This has violated Article 16 paragraph (1) letter m, that all Notarial deeds must be signed by each confronter in the presence of the Notary, immediately after the deed is read out by the Notary. The deed must also be signed by the witnesses and the Notary.

Signing of a deed, of course, cannot be done on other days. The reading and signing of the deed is an undivided act in other words, it is not allowed that one confronter signs on this day and another confronter on the next day. In addition to the obligations and prohibitions of notaries in Law Number 2 of 2014 concerning the amendment to Law Number 30 of 2004 concerning the Office of Notary also regulates matters that must be obeyed by notaries in carrying out their positions as public officials.

Regarding Article 37 paragraph (1) of Law Number 2 of 2014 concerning the amendment to Law Number 30 of 2004 concerning the Office of Notary. emphasizes that: "*Notaries are obliged to provide legal services in the field of notarial services free of charge to people who cannot afford it*". Article 54 paragraph (1) of Law Number 2 of 2014 on the amendment of Law Number 30 of 2004 on the Office of Notary affirms that: "*A notary may only give, show, or disclose the contents of a deed, grosse deed, copy of a deed or excerpt of a deed, to a person with a direct interest in the deed, heirs, or persons acquiring rights, unless otherwise provided by laws and regulations*". Article 58 paragraph (1) of Law Number 2 of 2014 on the amendment of Law Number 30 of 2004 on the Office of Notary confirms that:

1) Notaries shall make a register of deeds, a register of notarized letters under hand, a register of recorded letters under hand, and a register of other letters required by this Law.
2) In the register of deeds as referred to in paragraph (1), the Notary shall daily record all deeds made by or in his presence, either in the form of minutes of deeds or originals, without blank spaces, each in a space covered with ink lines, by stating the unit number, monthly number, date, nature of the deed, and the names of all persons acting either for themselves or as proxies for others.

Further, in Article 59 paragraph (1) of Law Number 2 of 2014 concerning the amendment to Law Number 30 of 2004 concerning Notary Position emphasizes that:

1) Notary shall make a clapper list for the list of deeds and list of letters under the hand that are legalized as referred to in Article 58 paragraph (1), arranged alphabetically and done every month.
2) The clapper list as referred to in paragraph (1) shall contain the names of all persons appearing before the notary by mentioning after each name, the nature, and number of the deed, or letter recorded in the register of deeds and register of letters under hand.

Furthermore, Article 16 paragraph (1) letter j of Law Number 2 of 2014 on the amendment of Law Number 30 of 2004 on the Office of Notary affirms that: "*Sending the list of deeds as referred to in letter i or the nil list relating to wills to the central register of wills at the ministry that organizes government affairs in the field of law within 5 (five) days of the first week of the following month; (including notifying if nil)*". Article 16 paragraph (1) letter l of Law Number 2 of 2014 on the amendment of Law Number 30 of 2004 on the Office of Notary affirms that: "*Having a stamp or seal that contains the*

symbol of the Republic of Indonesia and in the space around it is written the name, position, and place of residence concerned";

In relation to Article 41 of Law Number 2 of 2014 on the amendment to Law Number 30 of 2004 on the Office of Notary, it states that: "*Violation of the provisions as referred to in Article 38, Article 39, and Article 40 results in the deed only having evidentiary power as a deed under hand*". Article 44 paragraph (1) of Law Number 2 of 2014 on the amendment of Law Number 30 of 2004 on the Position of Notary affirms that: "*Immediately after the deed is read out, the deed is signed by each confronter, witness, and Notary, except if there is a confronter who is unable to sign by stating the reason*".

Meanwhile, Article 48 of Law Number 2 of 2014 concerning the amendment to Law Number 30 of 2004 concerning Notary Position emphasizes that: "*(1) The content of the deed is prohibited to be changed by: a. replaced; b. added; c. crossed out; d. inserted; e. deleted; and/or f. over-written. (2) Changes to the content of the deed as referred to in paragraph (1) letter a, letter b, letter c, and letter d can be made and are valid if the changes are initialed or given another sign of attestation by the confronter, witness, and Notary*". Article 49 of Law Number 2 of 2014 regarding the amendment to Law Number 30 of 2004 regarding the Position of Notary.

As stipulated in Article 52 of Law Number 2 of 2014 on the amendment of Law Number 30 of 2004 on the Position of Notary emphasizes that: "*Notaries are not allowed to make deeds for themselves, their wives/husbands, or other people who have a familial relationship with the Notary either by marriage or blood relationship in a straight line of descent down and/or up without limitation of degree, as well as in a sideways line up to the third degree, as well as being a party for themselves, as well as in a position or by proxy*."

This matter has indeed been regulated in the legislation, specifically in Article 84 of Law Number 2 of 2014 amending Law Number 30 of 2004 concerning the Office of Notary. It pertains to the provisions outlined in Article 16 paragraph (1) letters i and k, Article 41, Article 44, Article 48, Article 49, Article 50, Article 51, or Article 52. If these provisions are violated by the Notary, the resulting deed loses its evidentiary power or becomes null and void. Should the deed be proven to be canceled, it provides grounds for the aggrieved party to seek reimbursement for costs, compensation, and interest from the Notary (Putri & Marlyna, 2021).

Regarding the issue of claiming compensation, it is not necessarily done immediately but must go through a legal process, namely a civil lawsuit against the law for the cancellation of an authentic deed in the State Court. The basis of the tort is regulated in book III Article 1352 of the Civil Code which reads "The obligation that is born and the law as a result of the actions of people, arises and a legal act or and unlawful act". Unlawful acts originate from the law, not because of agreements based on consent and pure unlawful acts are the result of violations of human actions that have been determined by the law itself. Notaries committing unlawful acts can also be based on Article 1365 of the Civil Code which states "*every unlawful act that brings harm to another person, obliges the person whose fault caused the loss, to compensate for the loss*". Notary mistakes in making deeds that cause other parties to suffer losses can include unlawful acts because in carrying out their duties they violate Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning Notary Offices.

The legal consequences or sanctions for violating these regulations or rules are certainly not limited to civil sanctions and administrative sanctions. Violations of these obligations and prohibitions will later lead to other legal sanctions, namely abuse of authority in criminal law. According to Adji (2006) the definition of abuse of authority in administrative law can be interpreted in 3 (three) forms, namely:

a. Abuse of authority to take actions that are contrary to the public interest or to benefit personal, group or class interests;
b. Abuse of authority in the sense that the official's actions are properly aimed at the public interest, but deviate from the purpose of the authority granted by law or other regulations;
c. Abuse of authority in the sense that it abuses the procedures that should be used to achieve a certain goal, but has used other procedures to make it happen.

The form of abuse of authority committed by a notary when viewed from the point of view of criminal law regulated in the Criminal Code, namely contained in Articles 263, 264, and 266 of the Criminal Code. Sanctions against notaries who commit unlawful acts which can be imposed civilly, administratively and criminally. As for parties who suffer losses to claim reimbursement of costs, compensation, and interest to the Notary by canceling the notarial deed and then requesting that the notary be declared to have committed an unlawful act to the panel of judges. This is like the Supreme Court Decision Number 1615 K / PDT / 2020 which the author researched, where the plaintiff who felt aggrieved filed a civil suit against the Defendant who was in his position in the deed as a notary. In this case, the plaintiff denied being present before the notary (co-defendant III) to sign the power of sale and purchase deed. So that the panel of judges canceled the deed made by the notary and declared the notary as the party who committed an unlawful act.

Related to the existence of notaries who commit unlawful acts, as preliminary evidence which can also be requested for administrative sanctions to the association of the Indonesian Notary Association (INI) which has a great risk of being dismissed from the position of notary. The notary can also be criminally sanctioned as the party who made the fake letter. The deed made by the Notary (Co-Defendant III) was a deed of power of attorney for the sale and purchase of land which became the basis for the deed of sale and purchase before the Land Deed Official (PPAT), so that the Sanctions against the notary who committed unlawful acts were associated with the principle of prudence where the notary (Co-Defendant III) was not careful in carrying out his duties by not reading the deed to the plaintiffs, and by denying that the plaintiff appeared before the Notary but the deed was recognized by the Notary as a deed made by him so that it can be interpreted that the minutes of the deed were brought by Defendant I to be signed but it does not know who signed whether Defendant I fabricated or imitated the Plaintiff's signature or the Plaintiff signed the file or minutes of the deed brought by Defendant I.

The actions of the Notary (Co-Defendant III) in making a power of attorney deed for the sale and purchase of land that had been annulled based on a court decision, which resulted in a lack of legal certainty regarding the status of the land. This also caused harm to Defendant II who was a third party in good faith who purchased the land from Defendant II. In this case, sanctions against notaries who commit unlawful acts are associated with the theory of legal protection, where the notary in the trial has been given the opportunity to defend himself or be responsible for the deed he made by providing

evidence that the notarial deed which is the object of the dispute has fulfilled the statutory provisions.

3.2. Legal Consequences of the Deed of Power of Attorney to Sell in the Sale and Purchase of Land Without the Consent of the Owner or Holder of Land Rights Related to Decision Number 1615K/PDT/2020

In order to analyze the case in Decision Number 1615K/Pdt/2020, it is known that in this case the Plaintiff is the owner of the disputed object land which was legally purchased by sale and purchase and has gone through the process of turning the name into a Certificate of Ownership in the name of the Plaintiff. After that the Plaintiff utilized the disputed object land by constructing 2 (two) shop houses with a total area of 572 M2. Then the Title Certificate of the disputed object was used as collateral for a credit loan by the Plaintiff at Bank Rakyat Indonesia and was completed based on the deposit of repayment made by the Plaintiff in the amount of Rp. 40,000,000,- which in this case with verbal agreement, the Plaintiff received a temporary loan in the amount of Rp. 50,000,000,- from Defendant I, with the condition that Defendant I would hold the Title Certificate in the name of the Plaintiff as collateral for repayment.

It should be noted that in this case, without the knowledge of the Plaintiff, Defendant I made a Deed of Authorization to Sell and a Deed of Purchase and Sale Agreement on behalf of the Plaintiff issued by the Third Defendant, which process was never carried out and was never signed by the Plaintiff, constituting an unlawful act. The Plaintiff never gave special authority or absolute authority to anyone, including Defendant I to represent the Plaintiff to sign the Sale and Purchase Deed issued by Defendant IV for any reason because the Plaintiff at that time was not ill or out of the country and needed to be represented by anyone, therefore the actions carried out by Defendant I in terms of the Power of Sale and Sale and Purchase Agreement issued by Defendant III and the Sale and Purchase Deed issued by Defendant IV were legally flawed and invalid. The Sale and Purchase Deed issued by the Defendant IV was executed separately without the permission and knowledge of the Plaintiff, so that the Sale and Purchase Deed contained signatures on behalf of the First Party as the Seller by including the name of the Plaintiff with the mark or code "qq", and the Second Party as the Buyer, all of which were executed by the Defendant I with the reasoning of referring to the Power of Sale from the Plaintiff issued by the Defendant III which was legally defective.

The disputed land object was confirmed to have passed into the hands of Defendant II when the Plaintiff made a clarification at the local Village office attended by Defendant II by showing the Certificate of Title in the name of the Plaintiff which had been crossed out by the Defendant V with the registration of transfer of encumbrance rights and other recording of changes on the basis of a Sale and Purchase Deed based on the PPAT Deed of the Defendant III. Therefore, the series of unlawful acts carried out by Defendant I resulted in the issuance of the Power of Sale, Deed of Sale and Purchase Agreement and the Sale and Purchase Deed was not valid and valuable, and has caused the Plaintiff material and immaterial losses.

A sale and purchase deed contains agreements and covenants that are legally binding on the parties involved to comply with the applicable laws and regulations. Then, there are specific requirements that need to be met by both the seller and the buyer so that the transaction can be carried out. If the deed of sale and purchase does not achieve the fulfillment of the conditions in its making, at a later date this deed can be canceled or

declared void on legal grounds.9 In relation to Supreme Court Decision No. 1615 K/Pdt/2020, the sale and purchase deed made by Defendant I and issued by Co-Defendant IV without the permission and knowledge of the Plaintiff, where the sale and purchase deed contained signatures on the name of the first party as the seller by including the name of the Plaintiff in an unlawful manner in the term "qq name of the Plaintiff" and the second party as the buyer was all executed by Defendant I, then this sale and purchase deed was declared void on legal grounds. This is based on the consideration of the Panel of Judges which is in line with the Jurisprudence of the Supreme Court of the Republic of Indonesia No. 3309 K/Pdt/1985 dated July 29, 1987 which explains that "the recipient of the power of attorney who becomes the buyer at the sale under the threat of cancellation, whether the purchase is made by themselves or by intermediaries, the powers regarding the goods they are authorized to sell.

Regarding the prohibition, especially the recipient of the power of attorney in this case does not abuse the power of attorney for his own benefit. Basically, the legal act of granting such power of attorney is contrary to the principle of "*contrary to the public interest* (*Van Openbare Orde*)", the sale of the pledged assets will be regulated by local regulations and will be conducted through a public auction process if there is no voluntary consent from the party concerned. As such, permission to sell in this manner may be deemed legally invalid in the absence of voluntary consent.

PPAT in carrying out its position, especially in making deeds, must be based on a sense of honesty, independence, impartiality, and responsibility, this is in accordance with Article 3 letter F of the IPPAT Code of Ethics which regulates the obligations of PPAT. PPAT as a public official in carrying out its position and duties, especially in making authentic deeds, can produce errors, both in terms of formal and material requirements. As a result, the deed in question becomes invalid or void because it does not achieve the fulfillment of the conditions that have been determined at the time of its making. This results in parties who feel aggrieved having the right to claim damages and request compensation from the PPAT. In the context of laws and regulations related to PPAT, it is stipulated that if a PPAT is found guilty of committing an offense determined by the court, then administrative sanctions or certain penalties may be imposed. However, if a PPAT is involved in a civil offense, then he or she will be held civilly liable in line with the rules contained in the Criminal Code.

4. CONCLUSION

Based on the description above, it can be concluded that the position of a notary when becoming a Defendant or Co-Defendant must defend himself by explaining that the deed he made was in accordance with the applicable legal procedures in Indonesia, if the notary ignores then when the notary is declared to have committed an unlawful act, the notary can be requested for compensation and can be subject to criminal sanctions and administrative sanctions. Then in carrying out its duties, especially in carrying out actions, a PPAT must adhere to a sense of accountability, autonomy, integrity, and neutrality.

This is in line with the provisions contained in Article 3 letter F of the IPPAT Code of Ethics which outlines the responsibilities of a PPAT. However, PPATs may experience mistakes in carrying out their responsibilities and roles, particularly in the production of original documents. These errors can relate to both formal and substantive criteria.

Therefore, the deed becomes invalid or void because it does not achieve the fulfillment of the pre-determined conditions set at the time of its creation. This allows parties who feel disadvantaged to file a claim for damages and request compensation against the PPAT.

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