

LEGAL ISSUES OF TRANSFER OF LAND RIGHTS THROUGH SALE AND PURCHASE THAT DOES NOT ACCORD TO THE PROCEDURE FOR MAKING A DEED OF SALE AND PURCHASE (Study of Supreme Court Decision Number 1196 K/Pdt/2020)

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Abstract

This study discusses the legal issues of land transfer rights through sale and purchase that do not comply with the procedures for making a Deed of Sale and Purchase (AJB) as reflected in Supreme Court Decision Number 1196 K/Pdt/2020. This problem arises because the making of the AJB is not based on the actual wishes of the parties. This study aims to analyze the procedures for making AJB in the decision and the legal consequences that arise for deeds and transfers of land rights based on AJBs that are made not in accordance with procedures. The research method used is normative legal research with a statute approach *and* a case approach, through an analysis of Supreme Court Decision Number 1196 K/Pdt/2020 which has permanent legal force. The results of the study indicate that the making of AJBs that do not comply with procedures causes the AJB and other related deeds to be declared invalid and have no legal force, so they cannot be used as a basis for transferring land rights. As a result, the Certificate of Ownership issued based on the deed is declared legally flawed and null and void, and creates an administrative obligation for the PPAT holding the protocol to make adjustments and complete the protocol administration in accordance with the provisions of laws and regulations.

Keywords: *Deed of Sale and Purchase, Defect of Will, Land Deed Official, Transfer of Land Rights.*

INTRODUCTION

Land plays a crucial role in human life, serving two functions: as a *social asset* and a *capital asset*. As a *social asset*, land serves to cement social relations within society. As a *capital asset*, land has high economic value and can be utilized for business and investment. (Dantes & Hadi, 2021) As the need for land increases with population growth, communities must be able to utilize and manage land optimally to achieve public welfare and prosperity while maintaining its sustainability. (Arba, 2019) Article 2 of Law Number 5 of 1960 concerning Basic Agrarian Regulations (hereinafter referred to as UUPA) explains that the earth, water, and airspace, including the natural resources contained therein, are controlled at the highest level by the state as the organization of power of all the people. Based on the state's right to control, various types of land rights are determined which can be granted to and owned by individuals, either individually or jointly, as well as by legal entities, as regulated in Article 4 paragraph (1) of UUPA. These types of land rights are emphasized in Article 16 paragraph (1) of UUPA, which include ownership rights, business use rights, building use rights, use rights, lease rights, land clearing rights, forest product collection rights, other rights not included in the rights mentioned above which will be determined by law as well as temporary rights. Among these various types of rights, ownership rights are land rights which have the strongest and most complete position. Ownership rights grant the holder broad authority to use and exploit the land and provide greater legal certainty. (Hadi & Gandryani, 2025) Therefore, ownership rights are the most widely used type of land rights in land ownership in Indonesia. To prove ownership of land rights, a person or legal entity must have a land certificate as strong evidence as regulated in Article 32 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration (hereinafter referred to as PP No. 24 of 1997). The certificate is obtained after going through the land registration process at the land office. Land registration has a fundamental role because it is the basis for the birth of proof of ownership of land rights. Therefore, UUPA mandates the government to organize land registration throughout Indonesia (Kartiwi, 2020) which functions to provide legal certainty regarding land ownership. (Amini & Suratman, 2022) Through the land rights registration process, a certificate is then issued as a proof of rights that has strong evidentiary power. Article 32 paragraph (1) of PP No. 24 of 1997 emphasizes that the

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certificate is issued for the benefit of the rights holder based on physical data and legal data recorded in the measurement letter and land book. Thus, a land title certificate serves as valid and strong evidence regarding ownership of land rights for the party whose name is listed therein. (Christiana & Sulaiman, 2022) Therefore, the existence of a certificate provides clarity on land ownership status while guaranteeing certainty and legal protection for rights holders. Legal certainty over land ownership is crucial, particularly in the transfer of land rights. Land rights can be transferred from the existing rights holder to the new rights holder through legal events or acts. This transfer of rights can occur in two ways: transfer and assignment. Transfer is the transfer of land rights without any legal action by the rights holder, for example due to inheritance. Meanwhile, transfer is the transfer of land rights through legal actions by the rights holder, such as sale and purchase, gift, waqf, income in a company, exchange, and division of joint assets. (Nurasa & Mujiburohman, 2020) Every transfer of land rights must be made with a deed made by a Land Deed Making Officer (hereinafter referred to as PPAT) and registered at the land office to ensure legal certainty. (SIP Law Firm, 2024) The most common transfer of land rights is through sale and purchase. The transfer through the sale and purchase must be made before the PPAT and stated in a Sale and Purchase Deed (AJB) as authentic evidence of the transfer of land ownership rights. (Rasda et al., 2021)

Making AJB is the authority of the PPAT and is a requirement for registering the transfer of land rights at the land office. AJB is made based on the agreement of the parties and serves as authentic evidence that forms the basis for changing land registration data and issuing certificates in the name of the new rights holder. (ATR/BPN Bojonegoro Regency) As an authentic deed, AJB has strong evidentiary power in court. (National Legal Development Agency, 2025) Therefore, the creation of AJB must be carried out in accordance with the procedures and procedures stipulated in the laws and regulations without deviating in the slightest from the applicable provisions, because any deviation can affect the evidentiary power of the deed. (Santoso & Saleh, 2018) The AJB made before the PPAT must comply with the applicable procedures and procedures to be valid and not legally flawed, because the AJB is the basis for issuing a land certificate in the name of the new rights holder. If the AJB is legally flawed, the certificate cannot be issued. Therefore, the PPAT must act professionally, apply the principle of prudence, and be guided by laws and regulations and the PPAT code of ethics, by ensuring the fulfillment of formal truth and conformity of legal acts in every deed made. (Oktaviani & Yulianingrum, 2024) However, in practice, there are still PPATs who ignore the procedures in making AJB so that the resulting deed has the potential to be legally flawed and give rise to disputes in the future.

As in the case that resulted in Supreme Court Decision Number 1196 K/Pdt/2020, which was previously examined at the first level through the Sukoharjo District Court Decision Number 34/Pdt.G/2018/PN.Skh and the appeal level through the Semarang High Court Decision Number 264/Pdt/2019/PT.SMG. In this case, the AJB was made not in accordance with procedures, thus causing losses to the plaintiff as the legal owner of the land ownership rights. At the time *the a quo* case took place, the PPAT who made the AJB had ended his term as PPAT, the party who attended to fulfill the court summons was the PPAT who received the protocol who received the protocol from the PPAT who made the AJB. Based on these issues, legal issues arise regarding the legal consequences of transferring land rights through a sale and purchase that is not made in accordance with the procedures for making a sale and purchase deed. Therefore, this study aims to analyze the legal consequences of the problem of transferring land rights through a sale and purchase that does not comply with the procedures for making a sale and purchase deed before a Land Deed Official (PPAT) in the study of Supreme Court Decision Number 1196 K/Pdt/2020.

METHOD

This study uses normative legal research (*doctrinal research*) which focuses on the study of legal norms through the review of library materials or secondary data consisting of primary and secondary legal materials. (Marzuki, 2017) The aim is to analyze norms, principles, theories, and legal rules to answer legal problems. (Nurhayati et al., 2008) The selection of normative legal research is based on the purpose of this study to examine the legal problems of the transfer of land rights through sale and purchase that do not comply with the procedures for making a sale and purchase deed in the Supreme Court Decision Number 1196 K / Pdt / 2020. This research is prescriptive, namely it aims to formulate problems based on existing facts and produce arguments to solve a legal problem, with the expected answers in the research being correct, appropriate, or inappropriate. (Salim HS & Nurbani, 2013; Marzuki, 2010) The prescriptive nature of this research aims to answer the problems and analyze the legal consequences of the transfer of land rights through a sale and purchase that does not comply with the procedures for making a deed of sale in Supreme Court Decision Number 1196 K/Pdt/2020. The research approach used includes a statutory approach (*statute*). *approach*) through a review of regulations relevant to the legal problem being studied, as well as a case approach (*case approach*) through the analysis of court decisions that have permanent legal force.

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(Marzuki, 2017) The legal materials used include primary and secondary legal materials. The legal material analysis technique used is syllogistic deduction, namely drawing conclusions from legal norms or provisions as major premises and legal facts as minor premises, from both of which a conclusion will be obtained.

RESULTS AND DISCUSSION

Consequences in the Problem of Transfer of Land Rights Through Sale and Purchase that Does Not Comply with the Procedures for Making a Sale and Purchase Deed Before a Ppat Study of Supreme Court Decision Number 1196 K/Pdt/2020

1. Identity of the Parties

- a. Plaintiff : Siti Sunarsi
- b. Defendant I: Agus Supriyanto
- c. Defendant II: Sri Suwarni Sofiah
- d. Defendant III: Felisia, SH, M.Kn. (Protocol Holder of PPAT Purnamaningrum, SH)
- e. Defendant IV: Asih Sari Dewanti, SH, M.Kn. (Protocol Holder of Land Deed Official Suhartinah Ramli, SH)
- f. Defendant V: Partini, SH (Protocol Holder of PPAT HS Budi Kusumo, SH)
- g. Also Defendant I: Bank CIMB Niaga
- h. Co-Defendant II: Surakarta State Assets and Auction Services Office (KPKNL)
- i. Co-Defendant II: Sukoharjo Regency Land Office

2. Main Points

The case began on September 23 1991 when Siti Sunarsi intended to borrow money from Sri Suwarni Sofiah amounting to Rp. 5,000,000 with a term of 1 year with interest of Rp. 200,000 per month, with collateral in the form of Ownership Certificate (hereinafter referred to as SHM) No. 78/Kadilangu. Because one of the conditions in the agreement letter is to change the name of SHM No. 78/Kadilangu became in the name of Sri Suwarni Sofiah, so Siti Sunarsi gave up her intention. However, Sri Suwarni Sofiah assured that SHM No. 78/Kadilangu will only be entrusted to a notary. On September 27, 1991, Siti Sunarsi was asked to sign a blank form before PPAT Purnamaningrum without any explanation. The blank form was the Deed of Sale and Purchase No. 441/N/1/1991. Sri Suwarni Sofiah and PPAT Purnamaningrum only explained that the signature was a condition and proof of the deposit of SHM No. 78/Kadilangu. After signing the fictitious sale and purchase agreement, PPAT Purnamaningrum carried out the process of changing the name of SHM No. 78/Kadilangu from the original name of Siti Sunarsi to Sri Suwarni Sofiah.

Furthermore, on November 28, 1991, Sri Suwarni Sofiah entered into a debt agreement with Bank CIMB Niaga (formerly Bank Lipo) Surakarta Branch Office in the amount of Rp25,000,000 with collateral SHM No. 78/Kadilangu which has changed its name to Sri Suwarni Sofiah. In the framework of the debt agreement, PPAT Suhartinah Ramli on the orders of Bank CIMB Niaga made and issued a power of attorney to install a mortgage (now called Hak Tanggungan) No. 108 dated November 27, 1991, then upon the appointment and with the knowledge of PPAT Suhartinah Ramli and Bank CIMB Niaga, HS Budi Kusumo made and issued a Mortgage Deed No. 373/Hp Baki/1992 dated June 27, 1992, all as formal requirements for the completion of the debt agreement. Because Sri Suwarni Sofiah deliberately did not pay off her debt, the credit was declared bad and SHM No. 78/Kadilangu was auctioned through the Surakarta State Assets and Auction Services Office (KPKNL) which was then won by Agus Supriyanto as an employee of CIMB Niaga Bank.

3. Discussion

The definition of PPAT is explained in Article 1 number 1 of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulations on the Position of Land Deed Making Officials (hereinafter referred to as PP No. 24 of 2016) that PPAT is a public official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights or ownership rights to apartment units. As a public official, PPAT is given the authority by the government to serve the public in the land sector. (Harsono, 2003) Therefore, the deed made by PPAT is a written evidence as regulated in Article 1866 of the Civil Code (hereinafter referred to as the Civil Code) A deed can be called an authentic deed if it meets the requirements in Article 1868 of the Civil Code, namely it is made in a form determined by law, made by or before an authorized official such as a PPAT, and made in the working area of the authorized official . These three requirements are cumulative, if only one is not met, the deed only has evidentiary power as a private deed . (Wahid & Dewi, 2019) An authentic deed has two main functions, namely as a formal requirement

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to complete a legal act and as strong evidence in court, as well as determining whether a legal act is valid or not. (Suharnoko, 2008; Ali, 2010) So that the deed made by PPAT has perfect evidentiary power and provides legal certainty, so it can be used as strong written evidence without requiring additional evidence. (Simamora et al., 2024; Febrianty, 2023) The main duties of a PPAT are regulated in Article 2 of PP No. 24 of 2016, namely carrying out some land registration activities by making deeds as evidence of certain legal acts having been carried out on land rights or ownership rights to apartment units, which are the basis for changes to land registration data. Making deeds for these legal acts includes: 1) Sale and purchase, 2) Exchange, 3) Grant, 4) Inclusion into a company (*inbreng*), 5) Distribution of joint rights, 6) Granting building use rights/use rights over land ownership rights, 7) Granting mortgage rights, 8) Granting power of attorney to encumber mortgage rights. The PPAT must be able to determine whether the legal act desired by his client can be made into a deed or not by examining and assessing the legal subject, legal object, and supporting documents. (Prajitno, 2013)

The PPAT deed as regulated in Article 2 paragraph (1) of PP No. 24 of 2016 functions as written evidence for the implementation of legal actions related to land rights or ownership rights to apartment units which are the basis for changes to land registration data. (Prajitno, 2013) Therefore, every legal action related to the transfer of land rights must be carried out before the PPAT so that the legal action is valid according to statutory regulations. The PPAT makes a deed in accordance with the agreement desired by the parties, such as a deed of sale and purchase. This deed then becomes the basis for land registration at the land office. (Amini & Suratman, 2022) Even so, the transfer of land rights that is not carried out before the PPAT remains valid and civilly binding for the parties, but this condition will cause obstacles, namely the recipient of the rights cannot register the transfer of their rights at the land office so that they will not receive a certificate in their name (Suartini & Hidayati, 2022).

Basically, everyone is free to enter into agreements, including making sales and purchase agreements. This principle is known as the principle of freedom of contract. However, this freedom remains limited, namely that the agreement must not conflict with the law, morality, or public order. (Nabila & Djayaputra, 2023) Sale and purchase according to Article 1457 of the Civil Code is an agreement by which one party binds himself to deliver an item, and the other party to pay the promised price. The concept of sale and purchase also applies to land sales, because land sales are basically sales and purchase agreements like in general. However, in land sales and purchases, what actually changes hands is the ownership right to the land, not the land itself physically. Therefore, legally, what is being traded is the right to land. (Santoso, 1999) With the sale and purchase of land, land rights will be transferred from the old rights holder to the new rights holder. The transfer of land rights can occur in two ways, namely transfer and assignment. Transfer indicates the transfer of land rights without any legal action by the rights holder, for example due to inheritance. Meanwhile, transfer is the transfer of land rights through legal actions carried out by the rights holder, such as sale and purchase, grant, waqf, income in a company, exchange, and division of joint assets. (Nurasa & Mujiburohman, 2020) One of the most common forms of transfer of land rights is through sale and purchase.

The transfer of land rights through sale and purchase must fulfill the valid conditions of an agreement as regulated in Article 1320 of the Civil Code, namely: 1) Agreement of those who bind themselves, 2) Capacity to make an agreement, 3) A certain thing, 4) A lawful cause. These conditions are divided into subjective conditions and objective conditions. (Senda et al., 2024) Subjective conditions include the agreement of the parties and the capacity of the parties to make an agreement. If the subjective conditions are not met, the agreement can be canceled or its cancellation can be requested through the court. (Astuti, 2016) Meanwhile, objective requirements include the existence of a specific object and a lawful cause. If these objective requirements are not met, the agreement is void by law.

In addition to meeting the legal requirements for a land agreement, a land sale and purchase must also meet material and formal requirements. Material requirements relate to the legitimacy of the parties, which determines whether the land sale or purchase is valid. Formal requirements relate to the preparation of a Deed of Sale and Purchase (AJB) before a Land Deed Official (PPAT). (Mahesa, 2021) The land sale and purchase agreement must be stated in the AJB made before the PPAT, because the AJB is the basis for registering the transfer of land rights at the land office as regulated in Article 37 paragraph (1) of PP No. 24 of 1997. In exercising its authority, the PPAT is obliged to make a deed in accordance with the legal acts desired by the parties and follow the procedures and provisions of applicable laws and regulations. (Amini & Suratman, 2022) Deviations from the deed making procedure can affect the evidentiary power of the deed, and can even cause the deed to be declared invalid. (Santoso & Moh. Saleh, 2018) The procedure for making an AJB is as follows:

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- a. The parties (seller and buyer) come to the PPAT with the intention of carrying out the legal act of buying and selling land.
- b. The seller must complete the following documents: Resident Identity Card (KTP), Family Card (KK), Marriage Certificate/Marriage Certificate (if married), Taxpayer Identification Number (NPWP), Land Certificate, Land and Building Tax Payable Notification Letter (SPPT PBB), and Land and Building Tax Payment Receipt Letter (STTS PBB). They must also complete the Income Tax (PPh) payment. (Nurul, 2022)
- c. Buyers must complete the following documents: ID card, family card, marriage certificate/marriage certificate (if married), and tax identification number (NPWP). They must also complete the payment of Land and Building Acquisition Tax (BPHTB). (Nurul, 2022)
- d. Next, the PPAT checks the completeness and authenticity of all documents submitted by the parties and checks the certificates at the land office.
- e. After the documents are declared complete and original, and the certificate check results are declared valid and not in dispute, blocked, or in bank collateral, the PPAT then makes an AJB (in accordance with the legal actions desired by the parties) and the AJB is read by the PPAT in the presence of the parties, witnessed by two witnesses, and then signed by the parties, witnesses, and the PPAT.
- f. After the AJB is signed, the PPAT is required to register the transfer of land rights at the land office along with the supporting documents.

After the AJB has been completed and signed, the PPAT is required to submit the AJB along with all related documents to the land office for the purposes of registering the transfer of rights or changing the name of the certificate from the seller to the buyer as the new rights holder. Submission of these documents must be carried out no later than 7 (seven) working days from the time the deed is signed, as regulated in Article 40 paragraph (1) of PP No. 24 of 1997. (Zaki et al., 2023) In the case of transfer of land rights through sale and purchase in Decision Number 34/Pdt.G/2018/PN.Skh, Decision Number 264/Pdt/2019/PT.SMG, and Decision Number 1196 K/Pdt/2020 shows that the transfer of land rights was not carried out in accordance with the procedures for making a Deed of Sale and Purchase (AJB). The trial facts show that a fictitious land sale and purchase occurred, the incident occurred because Sri Suwarni Sofiah deceived Siti Sunarsi who said that SHM No. 78/Kadilangu would be entrusted to a notary. However, in reality, Sri Suwarni Sofiah actually transferred land rights through a sale and purchase by making an AJB before PPAT Purnamaningrum. In the process, PPAT Purnamaningrum handed over a blank form and asked Siti Sunarsi to sign it. Sri Suwarni Sofiah, along with Land Deed Officer Purnamaningrum, explained only that the signature was a requirement and proof of the deposit of SHM No. 78/Kadilangu. However, the blank form signed by Siti Sunarsi was a Deed of Sale and Purchase (AJB) No. 441/N/1/1991. Therefore, the sale and purchase did not reflect Siti Sunarsi's true intentions.

The action of PPAT Purnamaningrum in handing over a blank form which is AJB No. 441/N/1/1991 and asking Siti Sunarsi to sign it is an act that deviates from the procedure for making AJB. This is because from the beginning the intention and will of Siti Sunarsi was not to carry out a legal act of buying and selling land, but rather to entrust the land certificate. In addition, PPAT Purnamaningrum did not read the contents of the deed to the relevant party, as regulated in Article 22 of Government Regulation Number 37 of 1998 concerning the Regulations on the Position of Land Deed Making Officials, instead only explaining the signature as a requirement and proof of entrusting the certificate. This action shows that the procedure for making AJB was not carried out properly. This resulted in the AJB losing its evidentiary force as an authentic deed because it did not comply with the procedures for making a deed determined by statutory regulations.

In addition to not being made according to procedure, the creation of the AJB also contains a defect in will. A defect in will is a defect/imperfection of the agreement of the parties in an agreement. (Arrodli et al., 2024) In contract law, an agreement must arise from the free will of the parties without any coercion, error, or fraud. This is as regulated in Article 1321 of the Civil Code which states that no agreement has force if it is given due to error or obtained by coercion or fraud. In the *a quo case*, the creation of the AJB contains a defect in will because it was carried out on the basis of fraud so that the subjective requirement in the form of an agreement of the parties as regulated in Article 1320 of the Civil Code was not fulfilled. So that the agreement can be canceled or its cancellation can be requested through the court (Astuti, 2016). The act not only contains a defect of will, but also fulfills the elements of an unlawful act. Unlawful acts are interpreted broadly, namely not only limited to acts that violate written legal provisions, but also include acts that violate the rights of others, contradict the legal obligations of the perpetrator, contradict morality, and contradict the propriety that exists in society towards the person or property of others (Waluyo, 2022). In the *a quo case*, the actions of Sri Suwarni Sofiah who

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obtained SHM Number 78/Kadilangu by transferring land rights through a sale and purchase before PPAT Purnamaningrum were carried out in bad faith and violated the rights of others, thus causing losses to Siti Sunarsi. The loss occurred because SHM Number 78/Kadilangu which was originally registered in the name of Siti Sunarsi had been changed to the name of Sri Suwarni Sofiah. This shows that Sri Suwarni Sofiah's actions are categorized as an unlawful act. As stipulated in Article 1365 of the Civil Code, any unlawful act that results in harm to another person requires the party whose fault caused the harm to compensate for the loss. Therefore, the consequence of an unlawful act is the obligation for the perpetrator to compensate the loss in order to restore the victim to their original condition before the unlawful act occurred. (Halipah et al., 2023) As explained above, even though the land title certificate has been transferred to a new rights holder, this does not preclude other parties from filing for cancellation if they can prove that they are the rightful owner of the land. This is because the land registration publication system in Indonesia adheres to a negative publication system that contains positive elements. This means that the certificate is strong evidence regarding the physical and legal data contained therein. However, this evidentiary force is not absolute, so that land title certificates issued by the National Land Agency can still be challenged by other parties who can prove that they are the rightful owner of the land. (Sartika, 2019)

In the event of a land rights dispute, a court decision is required to determine the party entitled to the disputed land so that legal certainty is achieved (Sartika, 2019). Court decisions play an important role in the evidentiary process, namely to assess and determine which evidence is valid and correct. If the evidentiary process proves that the issuance of a certificate was based on an illegal act or contains legal defects, the court can declare the certificate invalid. Thus, a certificate that has been issued can be declared invalid by a court decision if it is proven to contain legal defects. Furthermore, the cancellation will be followed up by the Land Office by deleting the land rights registration in the name of the party declared not entitled, as well as making changes and corrections to the land registration data as appropriate (Santoso, 1999).

As in the case of transfer of land rights through sale and purchase that was not carried out in accordance with the procedures for making a Deed of Sale and Purchase (AJB), in the ruling Number 34/Pdt.G/2018/PN.Skh, in the exception the Sukoharjo District Court rejected all of the defendants' exceptions. In the main case, the court granted the Plaintiff's lawsuit in part, stated that Defendant II had committed an unlawful act, and stated that Deed of Sale and Purchase No. 441/N/1/1991, Power of Attorney to Install Mortgage No. 108, and Deed of Mortgage No. 373/Hp-Baki/1992 were invalid and had no legal force. The Sukoharjo District Court declared the Plaintiff as the legal owner of the Freehold Land No. 78/Kadilangu with an area of $\pm 2270 \text{ m}^2$ located in Kadilangu Village/Sub-district, Baki District, Sukoharjo Regency, Central Java Province. And states the process of changing the name of the ownership certificate No. 78/ Kadilangu area of $\pm 2270 \text{ m}^2$ being in the name of Sri Suwarni Sofiah and finally in the name of Agus Supriyanto is legally defective and ordered that the certificate be transferred back to the name of Siti Sunarsi as Plaintiff. The Sukoharjo District Court also rejected the Plaintiff's claim in addition to the remainder and sentenced Defendant II to pay court costs amounting to Rp. 2,547,000. Based on the ruling of the Sukoharjo District Court Number 34/Pdt.G/2018/PN.Skh, Defendant III filed an appeal with the Semarang High Court. The Semarang High Court then issued Decision Number 264/Pdt/2019/PT.SMG with the decision to accept the appeal from the Appellant, originally Defendant III, to uphold the Decision of the Sukoharjo District Court Number 34/Pdt.G/2018/PN.Skh, and to order the Appellant to pay the court costs incurred at both levels of court, which at the appeal level was set at IDR 150,000.

Based on the Decision issued by the Semarang High Court with Decision Number 264/Pdt/2019/PT.SMG, Defendant III filed an appeal to the Supreme Court. The Supreme Court issued Decision Number 1196 K/Pdt/2020 and the verdict was to reject the appeal from the Applicant Mrs. FELISIA, SH, M.Kn., and ordered the Applicant to pay court costs at this cassation level in the amount of Rp500,000. Thus, the legal consequences arising in the problem of transferring land rights through a sale and purchase that does not comply with the procedures for making a Deed of Sale and Purchase (AJB) before the PPAT in the study of Supreme Court Decision Number 1196 K / Pdt / 2020 are the invalidity of AJB No. 441 / N / 1/1991, Power of Attorney to Install Mortgage No. 108, and Mortgage Deed No. 373 / Hp Baki / 1992, so that these deeds have no legal force. Thus, these deeds cannot be used as a legal basis for transferring land rights. As a result, SHM Number 78 / Kadilangu in the name of Siti Sunarsi whose ownership was transferred to Sri Suwarni Sofiah and finally to Agus Supriyanto was declared legally flawed and null and void. This is because the process of transferring land rights did not meet the requirements for a valid agreement, especially the subjective requirement in the form of an agreement between the parties as regulated in Article 1320 of the Civil Code. In addition, this act also contains elements of an unlawful act which causes losses to Siti Sunarsi who has the right to the land.

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In addition, as a result of the cancellation of the transfer of land rights for SHM Number 78/Kadilangu, an obligation also arises for PPAT Felisia as the holder of the protocol of PPAT Purnamaningrum whose term of office has ended. This obligation relates to the completion of the protocol administration, namely by attaching a copy of the court decision declaring AJB Number 441/N/1/1991 invalid to the protocol she received. This is as regulated in Article 1 number 5 of PP No. 24 of 2016 which requires PPAT to maintain and store the PPAT protocol. This obligation does not only apply to PPAT who makes the deed, but also applies to PPAT who receives the protocol. Thus, the PPAT receiving the protocol is obliged to store, maintain, and manage the PPAT protocol delegated to him as his own protocol, which must be maintained as well as possible because it is part of the state archives. (Aida & Riyanto, 2023) If this obligation is not carried out, administrative sanctions may be imposed as regulated in Article 13 paragraph (1) of the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 2 of 2018 concerning the Development and Supervision of Land Deed Making Officials. These administrative sanctions can be in the form of a written warning, temporary dismissal, honorable dismissal, or dishonorable dismissal. As public officials, Land Deed Officials (PPATs) must uphold honesty, act according to their conscience, and refrain from actions that violate applicable moral and legal norms. PPATs are also obligated to maintain integrity and provide legal protection and certainty in every legal action they undertake, ensuring that the resulting deeds do not give rise to future disputes (Darwin et al., 2024).

CONCLUSION

Based on the analysis of Supreme Court Decision Number 1196 K/Pdt/2020, it can be concluded that the transfer of land rights through sale and purchase in this case is not in accordance with the procedures for making a Deed of Sale and Purchase (AJB) causing AJB Number 441/N/1/1991, Power of Attorney to Install Mortgage Number 108, and Mortgage Deed Number 373/Hp Baki/1992 to be declared invalid and have no legal force, so they cannot be used as a legal basis for transferring land rights. Therefore, the Land Ownership Certificate (SHM) Number 78/Kadilangu which was originally registered in the name of Siti Sunarsi and then transferred to Sri Suwarni Sofiah and finally to Agus Supriyanto was declared legally flawed and null and void. The cancellation also creates an obligation for PPAT Felisia as the holder of the PPAT Purnamaningrum protocol to complete the protocol administration by attaching a copy of the court decision to the deed protocol she received. If these obligations are not fulfilled, administrative sanctions may be imposed in accordance with the provisions of Article 13 paragraph (1) of the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 2 of 2018.

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