

## **Responsibility of PPAT in Preventing Transfer of Land Rights that Violates the Principle of Prudence**

**Moh. Lutfi Rokhman**  
Universitas Jenderal Soedirman

---

### **Article Info**

#### **Article history:**

Accepted: 4 July 2025

Publish: 1 September 2025

---

#### **Keywords:**

*Responsibility of PPAT in Preventing;  
Transfer of Land Rights that Violates;  
Principle of Prudence.*

---

### **Abstract**

*In every land sale and purchase transaction, the existence of a Land Deed Official (PPAT) plays a key role. PPAT is not only a registrar, but also a guarantor of the legality of the land rights transfer process. One of the fundamental principles that must be upheld by PPAT is the principle of caution, namely a professional attitude to always check the validity of documents and the legality of objects before making a deed. However, in practice, it is not uncommon to find PPATs who ignore this principle. For example, making a deed for land that is still in dispute, does not have a certificate, or using the identity of an unauthorized party. Violations such as this not only harm the profession, but also have an impact on legal and financial losses for the parties involved. Therefore, it is important to examine more deeply the responsibilities of PPAT in preventing violations of the principle of caution. The PPAT is required to read the deed to the relevant parties and provide an explanation regarding the contents and purpose of making the deed, the PPAT deed must be read/explained to the parties in the presence of at least 2 (two) witnesses before being signed immediately by the parties, witnesses and the PPAT. One of the principles of caution is regulated in Article 22 of Government Regulation Number 37 of 1998 as amended by Government Regulation Number 28 of 2006 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Deed Making Officials that the PPAT Deed must be read/explained to the parties in the presence of at least 2 (two) witnesses before being signed immediately by the parties, witnesses and the PPAT. Therefore, if the PPAT does not use the principle of caution, then the legal consequences of the deed made by the PPAT can be canceled by the party who feels aggrieved and can even go to court.*

*This is an open access article under the [Lisensi Creative Commons Atribusi-BerbagiSerupa 4.0 Internasional](#)*



---

### **Corresponding Author:**

**M. Lutfi Rokhman**

Universitas Jenderal Soedirman

Email: [upiomaan@gmail.com](mailto:upiomaan@gmail.com)

---

## **1. INTRODUCTION**

In every land sale and purchase transaction, the existence of a Land Deed Official (PPAT) plays a key role. PPAT is not only a recorder, but also a guarantor of the legality of the land rights transfer process. One of the fundamental principles that must be upheld by PPAT is the principle of caution, namely a professional attitude to always check the validity of documents and the legality of objects before making a deed. However, in practice, it is not uncommon to find PPATs who ignore this principle. For example, making deeds for land that is still in dispute, does not yet have a certificate, or using the identity of an unauthorized party. Violations such as this not only harm the profession, but also have an impact on legal and financial losses for the parties involved. Therefore, it is important to examine more deeply the responsibilities of PPATs in preventing violations of the principle of prudence.

The existence of land that has great value in human life often gives rise to problems. In order to avoid more problems occurring, the state is obliged to provide legal certainty for land ownership rights for the community through land registration. In relation to the purpose of land registration, recording changes to previously recorded legal data requires the role of a Land Deed Making Officer (PPAT) (Jehubyanan et al., 2022).

Land Deed Making Officer (PPAT) is a public official who has been given the authority by laws and regulations to make authentic deeds. As in Article 1 number 1 of the Regulation of the Head of the National Land Agency Number 1 of 2006 concerning Provisions for the Implementation of Government Regulation Number 37 of 1998 concerning the Regulation of the Position of Land Deed Making Officers states, "PPAT is a public official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights or Ownership Rights of Apartment Units" (Kodongan & Pandie, 2022).

The principle of caution of PPAT is explained in Article 22 of Government Regulation Number 37 of 1998 as amended by Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Making Officials that the PPAT Deed must be read/explained to the parties in the presence of at least 2 (two) witnesses before being signed immediately by the parties, witnesses and PPAT. While in its journey the PPAT not only ensures that the parties appear before the PPAT as an Official who makes, reads, and explains the deed but according to the principle of caution the PPAT can avoid and prevent errors that cause problems in making authentic deeds. The PPAT is obliged to read and explain the contents of the deed to ensure that the parties have fully understood what is stated in the deed.

PPAT in carrying out his duties must be professional, namely carrying out duties always prioritizing expertise based on the code of ethics and provisions of applicable laws and regulations, his performance can be trusted and is trustworthy, working in accordance with applicable legal regulations from starting work, running and producing accurate results. In addition to being professional, PPAT must also be able to provide appropriate and good legal counseling for the parties.

Carrying out the duties and positions of PPAT in addition to having to submit and comply with the Laws and Regulations, Perkaban, and code of ethics must of course pay attention to the principles, one of which is the principle of caution. In terms of getting to know the parties who come to the office, PPAT must really be able to get to know the parties, so that there are no mistakes in getting to know and carrying out their duties in terms of making deeds. Reading the deed is important so that the parties who sign and witness the birth of the deed are truly fully aware of the things that are agreed and stated and also the legal consequences.

The diversity of land meanings for human life is due to two factors, including: First, influenced by its character, land is a wealth whose characteristics are fixed and can be profitable. Second, the fact that land is a place to live so that it can provide life for humans. As a form of wealth that is permanent in nature, land is a major aspect for most people in maintaining life. Most people today depend on land for their livelihoods, especially in agriculture. This is what causes land to need to be managed properly and correctly so that it can be used by the next generation.

With the existence of land policies so that it can realize land functions for the welfare of the community. The main principle of land rights registration is to facilitate security guarantees for land ownership and transfer of rights, for example buyers will enjoy the land without any interference from other parties. In addition, land registration is made to find out if there are third party rights. The main idea in the registration system is to record land

rights, then replace proof of ownership of the granting of land rights. The principle of land registration must reflect a thoroughness regarding the ownership of the land and from the Third Parties that influence it. The principle of registration guarantee is the status of rights that provide a guarantee of the thoroughness of a list and should even provide compensation to anyone who suffers a loss.

Since the enactment of PP Number 10 of 1961 concerning Land Registration, sales and purchases are carried out by the parties before the PPAT who is tasked with making the deed. By carrying out the sale and purchase before the PPAT, the clear requirements are met (not a dark legal act, which is carried out secretly). The deed of sale and purchase signed by the parties proves that there has been a transfer of rights from the seller to the buyer accompanied by payment of the price, has met the cash requirements and shows that the legal act of sale and purchase in question has been carried out in real terms. The deed proves that the legal act of transferring rights forever and payment of the price has been carried out.

Because the legal act carried out is a legal act of transferring rights, the deed proves that the recipient of the rights (buyer) has become the new holder of the rights, and other practices that can have legal consequences in the form of deeds that are canceled in court or are only considered as private deeds, all of which are caused by the negligence of a PPAT who makes a deed that is not based on the requirements of the form that must be based on the relevant laws and regulations. Article 1365 of the Civil Code provides an understanding that what is meant by an Unlawful Act is every act that violates the law, which causes loss to another person, requiring the person whose fault it is to cause the loss, to compensate for the loss. Furthermore, Article 1366 states that everyone is responsible not only for losses caused by their actions, but also for losses caused by negligence or carelessness. Based on the provisions of Articles 1365 and 1366 of the Civil Code, a Notary or PPAT who commits an unlawful act may be asked for compensation by the party who has been harmed due to the issuance of a deed made by the Notary or PPAT, where the unlawful act may occur due to negligence or lack of care.

## **2. RESEARCH METHOD**

The research method used is Normative Juridical in order to provide useful results. This normative juridical method is collaborated with literacy that is equated with the problems studied, and prioritizes its analysis by using applicable laws and regulations as an important basis in analyzing legal problems. Secondary data sources, such as books, articles, and legal journals. This study aims to understand the relevant legal context and interpret existing provisions. The type of approach used in this study is the Conceptual Approach through the doctrinal view and the Legislation Approach, namely analyzing laws and regulations that have a correlation and legal relationship to the problems studied. Data Collection Method the author uses a literature study related to the object and cites references including Legislation, Journals, Books, Articles and the Internet. The Data Analysis Method used is a qualitative analysis based on legislation, expert views, legal concepts and theories and an understanding of the results of the analysis itself.

## **3. RESEARCH RESULTS AND DISCUSSION**

### **3.1.Principle of Caution in Making Authentic Deeds by Land Deed Making Officials (PPAT).**

In general, the principle of prudence can be interpreted as the basis of truth that is the basis for thinking and acting with a full attitude of caution. The principle of

prudence is a development of the principle of prudence. Black's Law Dictionary defines "prudence" as follows: "carefulness, precaution, attentiveness and good judgment, as applied to action or of care reconduct. That degree of care required by the exigencies or circumstances under which it is to be exercised. This term, in the language of the law, is commonly associated with care and diligence as contrasted with negligence. (Carefulness, precaution, attention and objective judgment as contained in action or care. The degree of care requires urgency or a state that requires a lot of training. This condition in legal language is associated with care and diligence as opposed to carelessness)".

In modern English, prudence is a feeling of being careful and calculating in one's own interests. This was stated by Alasdair Mac Intyre, who stated: Prudence is the virtue which is manifested in acting so that one's adherence to other virtues is exemplified in one's actions. (Virtue expressed in action in such a way that the loyalty of that virtue to others is used as an example for the actions of others). In short, the principle of prudence is a basis for thinking that is used before doing something by first considering all possibilities so that problems do not occur in the future (Pratama, 2022).

In this era of globalization, PPAT services are increasingly sought after, with many agreements being made, especially in the land sector, then stated in the form of authentic deeds, so that in the future they can be used as evidence before a judge if a problem occurs. PPAT as a public official who is authorized to make deeds regarding defense, must have special abilities in the field of defense so that the deeds he makes do not cause problems in the future considering that the deeds he makes can be used as evidence that a legal act of transferring rights or canceling land rights has occurred.

As an official whose signature can result in the transfer of rights, it is only natural that a PPAT acts with great caution in carrying out the duties and functions of his position. A PPAT is seen as an official whose statement can be relied upon and trusted because his signature and stamp provide a guarantee and strong evidence in making an authentic deed. However, recently there have been frequent legal problems related to deeds made by PPAT because the deeds made are indicated by bad faith from the parties who made the deed, so that the PPAT becomes a defendant and is dragged into a legal case that is disputed in court. For this reason, a PPAT is required to implement the principle of caution based on the code of ethics related to responsibility both in civil, administrative, and the PPAT code of ethics as an effort to prevent legal problems and defects in a deed.

In carrying out their duties and functions as public officials, PPATs must be independent and impartial, as referred to in Article 3 of the Code of Ethics of the Association of Land Deed Officials which reads: "in carrying out their duties, PPATs work with a full sense of responsibility, independently, honestly, and impartially". The impartiality referred to shows that PPATs are responsible for the formalities of an authentic deed and not for the material of the authentic deed. PPATs are required to make deeds properly and correctly. This means that the deed made meets the legal requirements and requests of the interested parties because of their position. PPATs must explain to the interested parties the truth of the contents and procedures of the deed they make. In addition, the deed made by PPATs must have a positive impact, meaning that anyone who acknowledges the PPAT's deed must have perfect evidentiary power.

The principle of caution of PPAT is only explained in Article 22 of Government Regulation Number 37 of 1998 that the PPAT Deed must be read/explained to the parties in the presence of at least 2 (two) witnesses before being signed immediately by the parties, witnesses and PPAT. While in its journey the PPAT does not only ensure

that the parties appear before the PPAT as an Official who makes, reads, and explains the deed but according to the principle of caution the PPAT can avoid and prevent errors that cause problems in making authentic deeds. If a PPAT does not read and explain the contents of the deed where the parties are not present before the PPAT, so the PPAT is not careful in carrying out his position. In addition, Article 23 paragraph (1) explains the principle of caution, namely, "PPAT is prohibited from making a deed, if the PPAT himself, his husband or wife, his family by blood or marriage, in a straight line without limitation of degree and in a lateral line up to the third degree, becomes a party to the legal act in question, either by acting alone or through power of attorney, or becomes the power of attorney of another party."

According to R. Soegondo Notodisoerjo, this reading must be done clearly so that it can be understood by the parties and witnesses. PPAT in carrying out a legal action must always act carefully so that PPAT before making a deed, must examine all relevant facts in his considerations based on applicable laws and regulations. Examine all the completeness and validity of the evidence or documents shown to PPAT. Based on Article 2 of Perkaban Number 1 of 2006 which is the implementation of Government Regulation Number 37 of 1998 and a follow-up to the provisions stipulated in Government Regulation Number 24 of 1997 concerning Land Registration, the main duties and authorities of PPAT are explained, namely carrying out part of and land registration activities by making a deed as evidence that certain legal acts have been carried out regarding land rights or ownership rights to apartment units which will be used as the basis for registration and changes to the land registration data.

### **3.2.Accountability of PPAT in Making Deed of Sale and Purchase is Defective Due to Not Applying the Principle of Prudence.**

The PPAT deed product has the potential to cause problems or conflicts if there are deviations from the valid provisions of the land and building sale and purchase agreement and there are deviations from the procedures for making the deed concerning material requirements (both subject and object) and formal requirements (procedures and requirements) (Sutedi, 2008). The implementation of the making of the Deed of Sale and Purchase is carried out by the PPAT in the presence of the parties involved or a person authorized by him with a written power of attorney in accordance with applicable laws and regulations. Witnessed by at least 2 (two) witnesses who meet the requirements to act as witnesses in the legal act. After making the Deed of Sale and Purchase, the PPAT must read the deed to the parties involved and provide an understanding of the contents and intent of making the deed, as well as the registration procedures that must be carried out in accordance with applicable provisions (Avisia, 2021).

Another important thing that must be considered before the Deed of Sale and Purchase is made by the PPAT is the validity of the legal act and the documents required for making the Deed of Sale and Purchase. The transfer of land rights through a sale and purchase before the PPAT must be carried out by a person who is competent and authorized to act to carry out the legal act (Avisia, 2021). The transfer of land rights with a Deed of Sale and Purchase based on a legally defective agreement is an error that can occur due to an error by the PPAT or an error by a party who has an interest in it. If a PPAT deed is issued that is legally defective due to an error by the PPAT, either negligence or due to the intention of the PPAT himself, then the PPAT is obliged to provide accountability both morally and legally. Thus, regarding this problem, the PPAT can be held accountable in relation to the Deed of Sale and Purchase that he made has been canceled or declared null and void by law by a Court Decision as a result of

the discovery of legal defects in its making either by administrative, civil, or criminal means if the PPAT concerned is proven guilty in the procedure for making the Deed of Sale and Purchase (Prawira, 2016). The laws and regulations explain that the responsibility of the PPAT is not only responsibility in the narrow sense, namely responsibility related to making the deed, but is also required to be responsible in the broad sense, namely responsibility when the deed stage is made and responsibility after the signing of the deed (Wibawa, 2019). The responsibility of the PPAT as a profession can be grouped into two, namely: ethical responsibility (related to professional ethics) and legal responsibility. This legal responsibility can be in the form of: responsibility based on criminal law, civil law and administrative law (Wibawa, 2019).

Based on the authority held by the PPAT in terms of making authentic deeds, a PPAT is required to always take careful or cautious action in experiencing each problem, considering that a PPAT already has professional expertise both theoretically and practically. Thus, if a PPAT makes a mistake in making a deed, and causes the deed to be legally flawed, then it can be said that there has been an abuse of authority, because the PPAT concerned knows that as a public official who is given authority by law, every PPAT is required to resolve a problem related to his authority, and cannot be separated from accusations of abuse of authority. This condition of abuse of authority will be even more apparent if there are detrimental factors suffered by one or both parties that appear when the PPAT deed he made is canceled as a final result of the deed that is legally flawed (Prawira, 2016).

PPAT who in carrying out his duties ignores the provisions as referred to in Article 38, Article 39 and Article 40 as well as the provisions and instructions given by the Minister or appointed Official shall be subject to administrative action in the form of a written warning up to dismissal from his position as PPAT, without reducing the possibility of being sued for compensation by parties who suffer losses resulting from ignoring these provisions. The PPAT's liability related to his intention, negligence and/or negligence in making a deed of sale and purchase that deviates from the formal requirements and material requirements of the procedure for making a PPAT deed, can not only be subject to administrative sanctions but also does not rule out the possibility of being sued for compensation by parties who feel aggrieved.

Before relation to the error of the PPAT, it is mandatory to examine the form of the error, namely whether the error is a breach of contract or an unlawful act (*onrechtmatige daad*). The commonly held view is that a breach of contract occurs if it is preceded by an agreement, conversely if there is no connection with the agreement, so that the form of violation is called an unlawful act or *onrechtmatige daad* (Triyono, 2019).

In determining whether an act can be qualified as unlawful, 4 conditions are required: contrary to the legal obligations of the perpetrator, contrary to the subjective rights of others, contrary to morality, contrary to propriety, accuracy and caution (Rosa, 2003). To be categorized as an unlawful act, it is not required to have all four benchmarks cumulatively, but it is sufficient that one of the benchmarks is fulfilled alternatively, the requirements for an unlawful act have been fulfilled. Civil sanctions are imposed on PPAT for unlawful acts (*onrechtmatige daad*), namely acts that cause losses, and normatively the act is subject to the provisions of Article 1365 of the Civil Code, which reads "Every unlawful act, which causes losses to others, requires the person whose fault causes the loss, to compensate for the loss" (Wardana, 2018).

Deviations in the material and formal requirements of the guidelines for making a deed, PPAT must be observed based on the limitations of the formal aspect based on the provisions of the laws and regulations regarding PPAT. This means that if a PPAT commits a violation of the formal aspect, the sanctions that can be imposed are civil

and administrative sanctions depending on the category of the violation or the IPPAT code of ethics sanctions, as a result of qualifying the violation of the formal aspect as a criminal act is an act without a legal basis that cannot be accounted for. The formal aspect of a PPAT deed can be the basis or limit for criminalizing the PPAT if the various formal aspects are proven intentionally (full of awareness, awareness and planned actions of the related PPAT) that the deed made by the PPAT is a tool for carrying out a criminal act. In addition, the PPAT consciously and intentionally together with the related party carries out legal acts that he knows are unlawful acts (Adjie, 2009).

PPAT's responsibility regarding deliberate, negligent and negligent actions in making a deed of sale and purchase that deviates from the formal and material requirements related to the procedure for making it, so that PPAT can be subject to administrative sanctions. Based on PERKABAN No. 23 of 2009, deviations from formal and material requirements are considered serious violations and can be subject to sanctions in the form of dishonorable dismissal by the Head of the Indonesian BPN. As for administrative responsibility, it is regulated in Article 62 of PP No. 24 of 1997.

PPATs who carry out their duties by ignoring the various provisions in Article 38, Article 39 and Article 40 as well as the provisions and directions of the Minister or elected Official will be subject to administrative sanctions in the form of written warnings or dismissal from office (Article 10 PJPPAT), and the provisions of Article 6 paragraph (1) of the IPPAT Code of Ethics, namely that members who violate the code of ethics can be subject to sanctions such as warnings, warnings, temporary suspension (schorsing) of IPPAT membership, termination (onzetting) of IPPAT membership, and dishonorable dismissal from IPPAT membership.

PPAT is a public official, which means that the consequences of the deeds he makes are authentic deeds (Subekti, 2002). As a PPAT who has the right to make deeds related to land, he must have special expertise and skills in the land aspect so that various deeds made do not cause legal defects in the future considering that the deeds made are authentic deeds that can be used as evidence. There are efforts that can be made by PPAT in making deeds of sale and purchase that are not legally flawed, namely that PPAT carries out his duties in accordance with existing laws and regulations and the PPAT code of ethics so that he can provide service and comfort to each party. PPAT must always be a mediator, namely not prioritizing one party but being able to act fairly and protect the needs of both parties and being able to carry out his authority and obligations until the process is complete, so that land registration activities can be carried out properly.

#### 4. CONCLUSION

The principle of caution in making authentic deeds by PPAT is regulated in Article 22 of Government Regulation Number 37 of 1998 as amended by Government Regulation Number 28 of 2006 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Deed Making Officials. The provisions contained in Article 22 can be implemented in the following ways: before making a deed, PPAT must first conduct an inspection at the Land Office regarding the conformity of the relevant land title certificate with the lists at the local Land Office by showing the original certificate, the making of the PPAT deed must be attended by the parties, the making of the PPAT deed must be witnessed by at least two witnesses.

The PPAT is required to read the deed to the relevant parties and provide an explanation regarding the contents and purpose of making the deed, the PPAT deed must be read/explained to the parties in the presence of at least 2 (two) witnesses before being signed immediately by the parties, witnesses and the PPAT. One of the principles of caution

is regulated in Article 22 of Government Regulation Number 37 of 1998 as amended by Government Regulation Number 28 of 2006 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Deed Making Officials that the PPAT Deed must be read/explained to the parties in the presence of at least 2 (two) witnesses before being signed immediately by the parties, witnesses and the PPAT. Therefore, if the PPAT does not use the principle of caution, then the legal consequences of the deed made by the PPAT can be canceled by the party who feels aggrieved and can even go to court.

## 5. BIBLIOGRAPHY

- Arsiendy Aulia, (2022), “Prinsip Kehati-hatian PPAT Dalam Proses Pengikatan Jual Beli Tanah Sebagai Perwujudan Kepastian Hukum”, *Jurnal Recital Review*, 4 (Nomor 1,).
- Dasfamudi, Y., Hatala, R., & Salamor, L. (2022). The Role of Schools in Raising Awareness of Traffic Law for Students of SMAN 1 Ambon. *IJRAEL: International Journal of Religion Education and Law*, 1(1), 1–4.
- Erwiningsih, Winahyu, (2009) “Pelaksanaan Pengaturan Hak Menguasai Negara Atas Tanah Menurut UUD 1945”, *Jurnal Hukum*, 16 ( Nomor Edisi Khusus, Oktober).
- Freddy Haris dan Leny Helena, (2017) *Notaris Indonesia* (Jakarta: Lintas Cetak Publishig).
- Habib Adjie, (2009), *Kebatalan Dan Pembatalan Akta Notaris*, (Surabaya: Refika Aditama, 2010). Habib Adjie, *Sanksi Perdata dan Administratif Terhadap Notaris Sebagai Pejabat Publik*, (Bandung: Refika Aditama).
- Henry Campell Black, *Black’s Law Dictionary: Definitions of The Terms and Phrases of American and English Jurisprudence, Ancient and Modern*, (St. Paul, Minn: West Publishing Co, 1968).
- Isnaini dan Wanda, (2017), *Kehati-Hatian Pejabat Pembuat Akta Tanah dalam Peralihan Tanah yang Belum Bersertifikat*. *Jurnal Hukum Ius Quia Iustum*, 24 (Nomor 3).
- Iwan Sutiawan, (2022) “PPAT Harus Terapkan Prinsip Kehatihatian”, diakses pada tanggal 11 September 2022, Pukul 11:06 WIB. Jehubyanan, G. A., Sialana, F., & Hatala, R. *Implementation of Amoi Marriage Custom in Marriage Procedures in Rumahkay Village*. *IJRAEL: International Journal of Religion Education and Law*, 1(1), 46–50.
- Harsono, B. (2007). *Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya*. Djambatan.
- Hartanto, J. A., & Thamrin, H. (2014). *Hukum pertanahan: Karakteristik jual beli tanah yang belum terdaftar hak atas tanahnya*. LaksBang Justitia.
- Huda, C. (2011). *Dari Tiada Pidana Tanpa Kesalahan menuju kepada Tiada Pertanggung Jawaban Pidana Tanpa Kesalahan*. Kencana.
- Ibrahim, J. (2006). *Teori dan metodologi penelitian hukum normatif*. Malang: Bayumedia Publishing, 57(11).
- Kartasapoetra, G. (1991). *Hukum tanah, jaminan bagi keberhasilan pendayagunaan tanah*. Jakarta: PT Rineka Citpa.