

Legal Implications on the Transfer of Land Rights Due To Breach of Agreement Deeds Made Before a Notary Based on Land Registration Provisions

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Abstract

And legal protection of authentic deeds that function as evidence. *Authentic deeds are very essential in civil relations to prove legal acts and determine rights and obligations, including in the context of agreements or contracts. The case study focuses on Decision Number 408 / Pdt / 2023, which involves a shophouse construction and profit sharing agreement. The Plaintiffs made a Deed of Shophouse Construction and ProfitS haring Agreement Number 28 dated November 14, 2012 before Notary & PPAT Yeni Pujihartini, S.H., M.Kn. (Defendant II), with Johan (Defendant I) as the developer. The legal problem that arose was the alleged negligence / violation of procedures by the Notary because the Plaintiffs were asked to sign a blank paper and then the contents of the Deed they received (the number of shophouses written as 4) were different from the initial agreement. Another main problem was the default by Defendant I who did not complete the construction and hand over the shophouses to the Plaintiff. This case highlights the significance of authentic deeds as strong evidence and simultaneously underscores the responsibility of Notaries to ensure the formal and material truth of the deed in accordance with the wishes of the parties and applicable regulations. The breach of contract lawsuit filed with the Sengeti District Court emphasizes the need for Notary integrity in carrying out their official duties to maintain the evidentiary value of the deed and provide maximum legal protection for the public. In an increasingly advanced era, the role of notaries is increasingly needed by the public who will undertake legal actions, one of which is in making agreements. This relates to the need for the availability of strong evidence, in the event of a future dispute between the parties. Therefore, in carrying out their official duties, Notaries in providing their services must comply with the provisions of laws and regulations.*

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1. INTRODUCTION

The 1945 Constitution of the Republic of Indonesia firmly states that Indonesia is a state based on the rule of law. The principle of a state based on the rule of law is to guarantee legal certainty, order, and legal protection, based on truth and justice. This legal certainty, order, and protection are based on the existence of evidence that clearly defines the rights and obligations of individuals or legal entities as legal subjects in society.

In community life, provisions are needed to regulate proof of the occurrence of an event, condition or legal act, so that in civil law, the important role of deeds is needed as written documents that can provide written evidence of the existence of an event, condition or legal act.

Legal acts carried out by a person with written evidence are set out in the form of an authentic deed containing formal truth regarding the existence of a legal act to determine the rights and obligations of every person who carries out a legal act, guarantee legal

certainty, and proof of the legal act.²Public officials who have the authority to make authentic deeds or what is known as a notary institution which arises from the need in human interaction which requires evidence in civil relations that occur between them.

Soetardjo Soemoatmodjo stated that community rights, particularly those related to civil matters, must be protected by law. These rights are used in behavioral activities as legal actions. In relation to the role of a notary as a public official who makes authentic deeds, if these actions carried out by community members are made using an authentic deed, legal protection will be guaranteed, because the deed can be used as evidence of a particular legal act.

A deed is a written document that is intentionally made to be used as evidence in the event of an event and is signed. A deed has 2 (two) important functions, namely the formal function (*formalitas causa*) and the function of evidence (*probatio causa*). The formal function means that for the completeness or perfection of a legal act, not for its validity, a deed must be made. The function of evidence is that the deed was made from the beginning intentionally for future proof, the written nature of an agreement in the form of a deed does not make the agreement valid, but only so that it can be used as evidence in the future.

Notaries are regulated in Article 1, Number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, which states that a Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this law.⁵

In essence, the law provides protection for the rights of every person fairly and determines their obligations, provides limitations on rights and obligations so as not to disturb or harm other parties, and the negligence or negligence of a debtor to a creditor or the fulfillment of promises made by the debtor.

Dr. Wrijono Prodjodikoro defines breach of contract as the absence of performance, defined as the absence of performance as stipulated in a contract. In civil law, both are referred to as performance for those who fulfill their promises and breach of contract for those who fail to fulfill their promises. Breach of contract means failure to fulfill an obligation agreed upon in a contract.

An agreement or contract is a legal relationship between two or more people who bind themselves based on an agreement to give rise to legal consequences. These legal consequences are in the form of reciprocal rights and obligations of the parties. Contracts or agreements are regulated in Article 1313 of the Civil Code, which states: "An agreement is an act in which one or more people bind themselves to one or more other people."

In this increasingly advanced era, the role of notaries is increasingly needed by the public who wish to undertake legal actions, one of which is making contracts. This relates to the need for strong evidence in the event of a future dispute.

Therefore, in carrying out their duties, notaries must provide their services in accordance with the provisions of laws and regulations.

As in the case of decision Number 408/Pdt/2023, where the Notary did things outside the applicable regulations. Starting with the Plaintiff named Sarpin, Sutrisno, Kumiati, Parsini, Juriah, Mustakim, Yuliatun, Ismail, on November 14, 2012, an agreement was reached with the Defendant Johan regarding an agreement to build a shophouse with a Freehold Certificate Number 207/Muara Kumpeh located on Jalan Raya, Kasang Puduk Village, Kumpeh Ulu District, Muara Jambi Regency.

The agreement was stated in the Deed of Build-Share Agreement made at Notary & PPAT Yeni Pujihartini, S.H., M.Kn as Defendant II, then the Plaintiffs were asked by the Defendant to come to the Office of Defendant II to sign a blank paper which at that time was said by Defendant II to be used for the interests in connection with the purpose of the Build-Share Shophouse agreement. There were several things that according to the Plaintiffs did not comply with what was agreed upon, then Defendant I submitted a Copy

of the Deed of Build-Share Shophouse Agreement and after reading the contents of the Agreement in the Deed, the Plaintiffs realized that there were several things stated in the deed that did not comply with what was agreed upon by the Plaintiffs with Defendant I previously. A total of 3 (three) shophouses were written to become 4 shophouses.

Defendant, I did not carry out the construction of the shophouse (ruko) in accordance with the contents of the agreement. Article 3 (three) of the Deed of Agreement for Building Shophouses Number 28 states, "The second party will hand over the shophouse portion belonging to the first party to the party as soon as possible after the construction of the shophouse (ruko) is completed, no later than 30 (thirty) months, from the date this deed was signed." The deadline for Defendant I to hand over the shophouse (ruko) to the Plaintiffs, however, is within the specified time.

Defendant I has not yet completed the shophouse and has not yet been able to hand over the shophouse (Ruko) to the plaintiffs, as agreed in the Deed of Agreement for the construction of the shophouse.

On September 24, 2015, the Plaintiffs filed a lawsuit for breach of contract to the Sengeti District Court and during the lawsuit, Defendant I stopped carrying out physical work on the object of the case and the parties' legal counsel also continued to try to resolve it through deliberation outside the court, but had not yet obtained a peaceful result, until the Plaintiffs withdrew the lawsuit to resolve it through discussions outside the court, but the Plaintiffs were disappointed with Defendant I who immediately resumed the physical work on the shophouse that had not been completed without further ado and discussions with the Plaintiffs, and when the Plaintiffs contacted Defendant I, Defendant I stated that the lawsuit had been withdrawn as the reason for Defendant I to carry out physical work again, finally making the Plaintiffs re-submit the issue of Defendant I's breach of contract with this lawsuit to the Sengeti District Court.

2. RESEARCH METHODS

The research method used is Normative Juridical to produce useful results. This normative juridical method is combined with literature related to the problem being studied, and prioritizes analysis using applicable laws and regulations as an important basis for analyzing legal issues.⁸ Secondary data sources, such as books, articles, and legal journals. This research aims to understand the relevant legal context and interpret existing provisions. The approaches used in this research are the Conceptual Approach through a doctrinal perspective and the Statutory Approach, which analyzes statutory regulations.

Which has a correlation and legal relationship to the problem being researched. The author's data collection method 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 sourced from legislation, expert views, legal concepts, and theories as well as an understanding of the results of the analysis itself.

3. RESEARCH RESULTS AND DISCUSSION

3.1. Legal Implications of the Transfer of Land Rights Due to Default in a Deed of Agreement Made Before a Notary Based on Land Registration Provisions.

According to Islamy, implications are everything that has been produced by the policy formulation process. In other words, implications are the effects and consequences that arise from the implementation of a particular policy or activity. Implications mean the impact or conclusion that arises in the future, which is felt when doing something. Meanwhile, according to the legal dictionary, juridical means from a legal perspective. Juridical implications or legal consequences are consequences that arise from the law, regarding matters concerning an action carried out by a legal subject. In this case, the consequences referred to are consequences regulated by law. Thus, juridical implications mean the impacts that arise in the future from an action

that is seen from a legal perspective.¹⁰

Sathipto Rahardjo stated that legal events are useful for driving law; law provides qualifications for certain relationships, hence they are called legal relationships. Legal regulations are an example, because there are legal regulations and

The driving force is called a legal event, and the formulation of behavior contained in legal regulations must actually occur so that it gives rise to legal consequences. For a legal consequence to arise, Satjipto Rahardjo formulated that there are 2 stages, namely the existence of certain conditions in the form of an event in reality that meets the formulation in legal regulations which are referred to as legal basis and it is recommended to distinguish between legal basis and regulatory basis, namely by referring to the legal regulations used as the reference framework.¹¹

According to A. Ridwan Halim, in the book Dudu Duswara Machmuddin, defines legal consequences are all the consequences that occur from all legal actions carried out by legal subjects against legal objects or consequences caused by certain events that are determined or considered by the law in question as legal consequences. These legal consequences are what give rise to rights and obligations for legal subjects. Or, in other words, legal consequences are the consequences caused by legal events.¹²

An agreement has the basic word promise, which contains an action between 2 (two) or more people to do a certain thing.¹³ According to Subekti, an agreement itself is basically an event where one person makes a promise to another person, or where two people make a promise to each other, or where two people promise each other to carry out something.

Article 1313 of the Civil Code itself defines an agreement as an act by which one or more people bind themselves to one or more people.¹⁴ Based on this agreement, a contract arises between the two parties.

agrees. Then from that agreement arises a right and obligation between the parties which must be settled in accordance with the promise or performance.

The first condition, namely the condition of agreement, indicates that the parties have agreed to the main points of the agreement. Regarding this, several theories explain when agreement occurs in an agreement, namely:¹⁵

1. Theory of will (*wills theory*), an agreement occurs when there is a match of will between the parties agreeing.
2. Statement theory (*expression theory*), the occurrence of an agreement is when the parties declare the making of an agreement by speaking or announcing the agreement.
3. Trust theory (*trust theory*), the occurrence of an agreement is due to the trust in the words of the parties expressed in a society.

Furthermore, Article 1321 of the Civil Code also regulates matters relating to this agreement, the contents of which are as follows: "*There is no valid agreement if the agreement is given due to error, or is obtained by force or deception.*" An agreement becomes invalid if there is an element of mistake, duress, or fraud in it. If there is a mistake, then an agreement does not become invalid unless the mistake occurs regarding the nature of the goods promised or regarding the person with whom the agreement is made, and in the case of duress and fraud, the agreement will become invalid.¹⁶

Deviations in the process of creating land sale and purchase deeds often occur, one of which is the abuse of circumstances. This practice violates established procedures.

It has been established that the deed must be read and understood by the parties before being signed. Signing a blank form without reading it has the potential to lead to misuse and falsification of data that could be detrimental to the parties involved.

The legal consequence of abuse of circumstances is the nullity of the deed. The notary/PPAT involved may be subject to administrative sanctions or even criminal

penalties for negligence in carrying out their duties and authorities. Furthermore, this violation undermines the integrity of the notary/PPAT profession, which is supposed to uphold the principles of fairness legality and professionalism in carrying out their duties.¹⁸

The doctrine of abuse of circumstances (*Misbruik van Omstandigheden*) is a doctrine that states that when an agreement is made, there is a weakness or unbalanced situation between the parties, then the stronger party, knowing the weakness of the weaker party, takes advantage of the situation of the weaker party so that the weaker party cannot reject the agreement.

The implication of abuse of circumstances is that the agreement in question was not made with the free will of both parties, thus violating the first requirement for a valid agreement under Article 1320 of the Civil Code, namely, agreement between the parties. Therefore, an agreement made due to abuse of circumstances is voidable.

The binding agreement between the seller and buyer will result in legal consequences, namely obligations that must be fulfilled by the seller. The obligation that must be fulfilled by the seller is the delivery of the object agreed upon by the buyer. To be considered an agreement, four conditions must be met:

- 1) There is an agreement between both parties
- 2) Capacity to perform legal acts
- 3) The existence of a certain thing
- 4) There is a legitimate reason.

The first two conditions are called subjective conditions because they concern the subject of the agreement, while the last two conditions are objective because they concern the object of the agreement. These four conditions can be stated as follows:

1. There is an agreement between both parties.

The first requirement for a valid agreement is the agreement of the parties. An agreement is "a conformity of wills between one or more parties. The conformity is the expression of will, as the will cannot be seen or known by others."¹⁹ Agreement is paramount because it is the beginning of any agreement. It is also the most important requirement that cannot be ignored in any agreement. An agreement is essentially an offer accepted (received/welcome) by the other party, so that an agreement is based on mutual consent from both parties without coercion. An agreement without the consent of either party is invalid. The existence of an agreement or consensus means that the parties have the freedom to determine what will be agreed upon and with whom they will agree.²⁰ An agreement can be declared legally invalid if one of the parties makes agreement under pressure from another party. Forms of coercion include deception, threats of crime, unlawful seizure of property, and other acts that violate the law, such as economic pressure, physical and mental pressure, which cause a person to be afraid and anxious, even a sense of trust, so that immediately afterward, an agreement is agreed to by the party under duress. Agreement of the parties ^{means} that there must be a conformity of will between the parties agreeing, whether expressed explicitly or tacitly. A request for consent must be clearly communicated to the other party, and an agreement will occur when the other party states that they accept the consent.²¹ In a land sale and purchase transaction, the parties must express their agreement at the time of signing. The obligation to explain and read the contents of the deed is crucial to ensure that the parties understand and are familiar with what is stated in the deed.

2. The capacity to perform legal acts.

According to Article 1329 of the Civil Code, both parties must be legally competent. Legal capacity refers to the ability to perform legal acts. Legal acts are actions that give rise to legal consequences. Several groups are legally declared incompetent, namely:

- a) Minors. According to Article 330 of the Civil Code, minors are those who have not reached the full age of 21 years and have never been married. If the marriage is dissolved before they reach 21 years of age, it does not mean they are minors again.
- b) A person placed under guardianship. A person placed under guardianship cannot legally act freely with his or her assets. A person under guardianship has the same status as a minor. If a minor must be represented by a parent or guardian, an adult under guardianship must be represented by a guardian or curator. Article 433 of the Civil Code states that any adult who is always in a state of imbecility, mental illness, or blindness must be under guardianship if he or she is occasionally capable of using his or her mind. An adult can also be under guardianship due to his or her extravagance.
- c) In cases stipulated by law, women are prohibited from making certain agreements. However, in its development, wives can carry out legal acts, in accordance with Article 31 paragraph (2) of Law Number 1 of 1974, in conjunction with SEMA Number 3 of 1963. Fulfilling this competency requirement is fundamental because it directly impacts the validity of the notarial deed. If one of the parties presents is not legally competent, the deed is potentially void or at least can be appealed for in court.

3. The existence of a certain thing

A thing can be defined as the object of an agreement. The thing agreed upon must be a thing or an item that is sufficiently clear or certain. According to Article 1332 of the Civil Code, only tradable goods can be the subject matter of an agreement. Article 1333 of the Civil Code states that an agreement must have a principal item whose type can at least be determined. It is not an obstacle that the number of goods is uncertain as long as the goods can then be determined or calculated. The element of "a certain thing" in a land sale and purchase agreement must be fulfilled:

- a) The goods being traded are clear, namely a specific apartment unit, with the identity, location, and specifications explained in the agreement.
- b) The object of the agreement is specific, indicating that the parties already know the object of the transaction, thus avoiding legal doubt regarding "what" is being sold and purchased. The object of an agreement is the performance that is the subject of the agreement in question. This performance is a specific behavior, which can be in the form of giving something, doing or not doing something. Therefore, a specific thing in this case is the consumer's obligation to pay the predetermined price, and the seller's obligation to deliver the object being sold to the consumer, after an agreement has been reached between the parties.²²

4. There is a lawful reason.

The word "causa," translated from the Dutch word "oorzaak" or "causa" (Latin), is not intended in this context to mean something that causes someone to agree, but rather refers to the content and purpose of the agreement itself. For example, in a sales agreement, the content and purpose, or "causa," are that one party desires ownership of an item, while the other party desires money²³

Legal defects can cause an agreement to be void in the sense that it is canceled by the parties to the agreement or voided by law. The first and second conditions are subjective conditions regarding the person or legal subject in the agreement, while the third and fourth conditions are objective conditions regarding the object/cause in the agreement. If the subjective conditions are not met, then one of the parties to the agreement can request that the agreement be canceled, while if

the objective conditions are not met, then the agreement becomes void by law, or the agreement is considered never to have been born in the first place.²⁴

In this writing, it is declared void due to the abuse of circumstances (*misbruk van omstandigheden*) or defective will in the signing process, and states that the actions of Defendant I, who abused the circumstances, have committed an unlawful act (*onrechtmatige daad*) against the Plaintiff. The Panel of Judges stated that Defendant I had committed an unlawful act against the Plaintiff in the process of making and signing the Deed of Agreement.

The Defendant, without reading it first, handed the letter to the Plaintiff. Defendant I approached the Plaintiff and handed a blank piece of paper to the Plaintiff to sign. In the above case, to identify the existence of abuse of circumstances based on the opinion put forward by Van Dunne, the condition for abuse of psychological superiority is that one party has an advantage over the other party, and the other party has no choice but to comply to agree for its own benefit. Therefore, two conditions for abuse of psychological superiority are detailed, namely:

- 1) one party abuses relative dependency, such as a special trust relationship between parent and child, husband, wife, doctor-patient, pastor-congregation;
- 2) One party abuses the special mental condition of the other party, such as mental disorders, inexperience, recklessness, lack of knowledge, poor physical condition, etc.

Article 1321 of the Civil Code regulates defects in will or matters that can result in an agreement being invalid, including those made on the basis of error, coercion, and fraud. In the development of contract law, the doctrine of abuse of circumstances (*misbruik van omstandigheden*) is known. Abuse of circumstances is a condition in which one party abuses a person's circumstances or emergency, dependency, carelessness, in an unhealthy state of mind, or inexperience in carrying out a legal act that is detrimental to them. Although this doctrine has not been specifically regulated in Indonesian legislation, in practice, abuse of circumstances can be found in various jurisprudences of judges. Abuse of circumstances has been regulated in the new Dutch Civil Code (*Nieuw Burgerlijk Wetboek / NBW*). Abuse of circumstances is categorized as the fourth defect of will in addition to Article 1321 of the Civil Code.

The provisions in Article 22 of the Notary/PPAT Job Regulations, if explained, will reveal the formulation that the PPAT deed must be:

- a) The contents are read or explained.
- b) In making it, 2 witnesses must be present.
- c) Signed by the parties, witnesses, and Notary/PPAT.

The obligation to read and explain the contents of the deed is to ensure that the parties fully understand what is stated in the deed. According to R. Soegondo Notodisoerjo, this reading must be done clearly so that it can be understood by the parties and witnesses.

Before the sale and purchase take place, the Notary/PPAT will explain the steps and requirements necessary to carry out the sale and purchase. It is also important to submit the original certificate first to verify that the technical and legal data match between the certificate and the land register at the land office. By conducting the sale and purchase before a Notary/PPAT, the clear requirements are met. The deeds he has determined for the transfer of rights are: deeds of sale, gift, and exchange.

Where the deeds of sale and purchase signed by the parties prove that there has been a transfer of rights from the seller to the buyer according to law, accompanied by payment of the price, have fulfilled the cash requirements, and show that the

legal act of sale and purchase has been carried out in real terms. The deed proving that the legal act of transferring rights forever and paying the price has been carried out.²⁵

Although in civil law, the search for formal truth is the main thing that must be done by the Panel of Judges in determining the evidence provided by the parties, and this was successfully proven by the existence of a deed of sale and purchase signed by the Plaintiff, Defendant II and Defendant III, however, in the preparation of the deed of sale and purchase it was contrary to the provisions of Article 1320, namely not in accordance with the principles of agreement and a lawful cause.

This is because the Plaintiff's belief in the agreement he created and signed was not based on his understanding. Therefore, due to the invalidity of the agreement, the author believes that all letters and deeds, whether authentic or not, arising from this agreement are legally void and are deemed never to have existed.

3.2. Notary's Liability for Deeds of Agreement Causing Losses to the Parties in the Transfer of Land Rights.

The definition of responsibility in the Big Indonesian Dictionary (KBBI) is the state of being obliged to bear all responsibility if unexpected events occur, and may be sued. According to the legal dictionary, the definition of responsibility is an obligation for someone to carry out what has been required of them due to the consequences of a person's freedom of action related to ethics or morals in acting.

Two terms refer to responsibility in the legal dictionary, namely liability and responsibility. Liability is a broad legal term that refers to all risk or responsibility characteristics, including all actual or potential rights and obligations. Responsibility means something that can be accounted for as an obligation, and includes decisions, skills, abilities, and capabilities, including the obligation to be responsible for the laws implemented. According to Krannenburg and Vegting, there are two theories of responsibility, namely:

- 1) The theory of *fautes de personelles*, which states that losses to third parties are borne by officials due to their actions having caused losses, and the burden of responsibility is directed at the official as an individual.
- 2) The theory of *fautes de services*, which states that losses to third parties are borne by the agency of the official concerned, responsibility will be borne by the position, not the individual.

The concept of responsibility was also put forward by the founder of pure legal theory, Hans Kelsen. According to Hans, responsibility is closely related to obligation, but not identical. This obligation arises because of the existence of legal rules that regulate and assign obligations to legal subjects. Legal subjects burdened with obligations will incur sanctions, which are coercive measures of legal rules, so that obligations can be carried out. According to Hans, legal subjects who are subject to these sanctions are said to be "responsible" or legally responsible for violations. To demonstrate personal quality in carrying out one's work, a person must carry it out based on ethical values.

The existence of a Notary/PPAT is to serve the community. Therefore, with the services provided by PPATs to the community, the community will certainly receive legal protection and legal certainty. Furthermore, the meaning of ensuring order is that the parties who make deeds must ensure order in society. Order refers to a state of being neatly or well-organized. Furthermore, legal protection for every citizen means deeds made by or in the hands of the deed maker.

Before a Notary/PPAT is certainly obliged to provide a sense of security to both parties and other parties. Therefore, the reading of the sale and purchase deed in front of the parties must be carried out by the Notary/PPAT himself as a party whose role is very

important in land registration in Indonesia, namely assisting the head of the Land Office in carrying out certain activities in land registration, in this case, the sale and purchase. So, it has become a reasonable obligation if the Notary/PPAT is required to read the sale and purchase deed in front of the parties to ensure that all transactions are not carried out based on *dwang*, *dwaling*, and *bedrog* because basically the existence of the Notary/PPAT is to provide public services so that the public gets legal certainty and protection.

Losses are caused by several perpetrators. If the loss is caused by the actions of several people, then each person responsible for the occurrence of the act can be sued for the whole. The Civil Code divides the issue of liability for unlawful acts into 2 groups, namely:

- 1) Direct responsibility. This is regulated in Article 1365 of the Civil Code. Due to the broad interpretation since 1919 (*Arest Lindenbaun vs. Cohen*) of Article 1365 of the Civil Code, many things that previously could not be prosecuted or subject to sanctions or punishment can now be held responsible for paying compensation.
- 2) Indirect liability. According to Article 1367 of the Civil Code, a legal subject is not only responsible for the unlawful acts he has committed, but also for the acts committed by other people who are his responsibility and goods under his supervision. Responsibility for the consequences caused by unlawful acts in

In civil law, responsibility not only lies with the perpetrator but can also be transferred to another party or to the state, depending on who did it.

The main issue is the occurrence of an unlawful act (*onrechtmatige daad*) between the Plaintiff and the Defendant. The existence of fraud in the making of the agreement letter made and agreed upon by the Plaintiff, Defendant II, and Defendant III does not make this case a breach of contract lawsuit, but can be categorized as PMH because of a lack of understanding or the failure to create an agreement between the parties. The Plaintiff, Defendant II, and Defendant III agreed by fraudulent means carried out by Defendant I and Defendant IV in obtaining signatures as a symbol of ratification of the agreement letter in question.

Based on Article 45 Paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, namely that a Notary/PPAT deed is a tool to prove that a legal act has been carried out, if the legal act is cancelled or annulled then the Notary/PPAT deed in question no longer functions as evidence of the legal act and if a legal act is cancelled by the parties concerned, while the legal act has been registered at the land office then the registration cannot be cancelled.

Changes to land registration data based on the cancellation of the legal act must be based on other evidence, such as a court decision or a notary/PPAT deed regarding the new legal act, as described above. The Notary/PPAT's responsibility regarding his/her intention, negligence, and/or negligence in making a sale and purchase deed that deviates from the formal and material requirements for making a Notary/PPAT deed, then the Notary/PPAT can be subject to administrative sanctions. Based on BPN regulation 1/2006, deviation from the formal and material requirements is a serious violation by Notaries/PPATs who can be subject to sanctions in the form of dishonorable dismissal from their positions by the Head of the Indonesian National Land Agency.

4. CONCLUSION

In the absence of a valid agreement between the parties, there are indications of abuse of circumstances, and the failure to read the deed before signing as required by Article 22 of Government Regulation Number 24 of 2016. Formally, Article 1868 of the Civil Code provides an understanding that an authentic deed is a deed made in a form determined by law by or before a public official authorized for that purpose. In this case, Article 37 of

Government Regulation Number 24 of 1997 concerning Land Registration states that the transfer of land rights through sale and purchase must be proven by a deed made by an authorized Notary/Land Deed Making Official (PPAT). The material requirement of Article 1320 of the Civil Code is an agreement. Based on Article 1869 of the Civil Code, a deed that cannot be treated as an authentic deed, either because of the incompetence or incompetence of the public official concerned or because of defects in its form, has the strength of a private writing if signed by the parties.

The form of accountability of the Land Deed Making Officer in this case, with the sanctions imposed on the Notary/PPAT, is demanded civilly because the Notary/PPAT has caused a deed to be legally flawed and is considered an unlawful act that results in losses for other parties. Referring to Article 1365 of the Civil Code concerning Unlawful Acts, where several elements must be fulfilled to demand accountability, including the existence of an act, an unlawful act, negligence, and loss. So, based on Article 1365, the Notary/PPAT can be asked for compensation for errors in making the Sale and Purchase Deed. The Land Sale and Purchase Deed made by the Notary/PPAT is canceled.

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