

The Role of Land Deed Officials (PPAT) In Ensuring Legal Certainty of Land Rights Transfer Normative Analysis of Supreme Court Decision Number 596 PK/PDT/2020

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Abstract

authorized to issue authentic deeds concerning specific legal actions, such as buying and selling and granting, which are crucial in guaranteeing legal certainty of land rights transfer in Indonesia. This research aims to analyze and evaluate the role of the PPAT in achieving legal certainty through a case study of the Supreme Court's Judicial Review (Peninjauan Kembali/PK) Decision No. 596 PK/Pdt/2020, which addresses a dual ownership dispute over land in West Jakarta. The research method used is normative juridical, involving the study of laws and regulations related to the PPAT and legal certainty, as well as an analysis of the judges' legal considerations in the decision. The results of the analysis indicate that this decision affirms the failure of the PPAT's role in performing its due diligence function. The Deed of Engagement to Sell and Buy (APJB) and the Deed of Sale and Purchase (AJB) created by the PPAT were declared invalid and without binding legal force, as they were based on a flawed process and involved a buyer who was deemed not a party acting in good faith. Consequently, the Right to Build (HGB) Certificate issued based on the deed was also revoked, and the rights of the legitimate owner were restored. The conclusion of this study is that the authentic deed created by the PPAT does not provide an absolute guarantee of legal certainty if the deed creation process violates legal provisions or disregards the principle of prudence. The PPAT bears legal and administrative responsibility for losses incurred due to their negligence, thus necessitating a tightening of standard procedures to ensure valid rights for the realization of legal certainty and protection for the public.

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1. INTRODUCTION

The Unitary State of the Republic of Indonesia is a State of Law based on Pancasila and the 1945 Constitution, which has a constitutional basis and an ideal basis that aims to guarantee legal certainty, order and legal protection based on and based on truth and justice, to achieve these goals, written evidence is required that is authentic and has perfect legal force. Written evidence in the form of authentic deeds as evidence that has an important role in every legal act in society.

Legal acts carried out by a person with written evidence set out in the form of an authentic deed containing formal truth about 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 provide proof of the legal act. As stated in Article 1868 of the Civil Code, which states that an authentic deed is a deed in the form determined by law, made by or before a public official authorized for that purpose, at the place where the deed is made.

Land is an asset with high economic value. As a resource for various activities such as agriculture, housing, and industry, land is a vital asset in people's lives. Land's economic value is determined by its location, size, and potential uses, making it a frequent object of purchase and sale transactions. The transfer of land ownership from one party to another requires clear legal certainty to protect the interests of all parties involved.

The land buying and selling process is strictly regulated by laws and regulations to ensure legal certainty and protection. Article 1457 of the Civil Code (KUHPerdata) explains that a sale and purchase is an agreement in which the seller binds himself to deliver goods, while the buyer binds himself to pay the agreed price. In land buying and selling, the principle of clear and cash must be fulfilled. This principle requires that the transaction be carried out before a Land Deed Making Officer (PPAT), with payment being made directly. Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration states that the transfer of land rights can only be registered if evidenced by a deed made by a PPAT.

Salim HS said that as a public official, a PPAT receives recognition philosophically, juridically, and sociologically. It is said to receive recognition philosophically because the existence of his position provides services to the community, juridically because his existence has been measured in various laws and regulations, and receives recognition sociologically because the existence of his position is very helpful to the community.

Based on the provisions of Article 2, Paragraph (2) of Government Regulation Number 37 concerning the Regulations on the Position of Land Deed Making Officials, a Land Deed Making Official (PPAT) has the main duty to make a deed as evidence that he has carried out a certain legal act regarding land rights or ownership rights to an apartment unit. These legal acts are:

1. Buy and sell;
2. Change;
3. Grant;
4. Intake into the Company (*Input*);
5. Joint Distribution of Rights
6. Distribution of Building Use Rights/Use Rights over Freehold Land;
7. Granting of Mortgage Rights;
8. Granting Power to Encumber Dependency Rights;

The authority of the PPAT is regulated in Article 2, paragraph (1) of Government Regulation Number 37 of 1998 concerning the Regulations on the Position of PPAT. This authority includes the implementation of some land registration activities by making a deed as evidence of the implementation of certain legal acts regarding land rights or Ownership Rights for Apartment Units. Provisions regarding the authenticity of the PPAT deed, according to Marihot Pahala Siahaan, include that the PPAT deed must be read and its contents explained to the parties in the presence of at least 2 (two) witnesses before being signed immediately by the parties, witnesses, and PPAT. To fulfill the authentic nature of the deed, the reading is carried out by the PPAT himself. The signing of the parties, witnesses, and by the PPAT, is carried out immediately after the reading of the deed in question. Therefore, from Marihot's statement, it is clear that the reading of the deed must be carried out according to the provisions applicable in the Law.

The urgency of legal certainty in the transfer of land rights in Indonesia is very important to guarantee the rights of rights holders and prevent land disputes, which is realized through a systematic land registration system and the formation of authentic deeds by PPAT. In carrying out a legal action, the Land Deed Official (PPAT) must always act carefully, so that before making a deed, the Land Deed Official (PPAT) must examine all relevant facts in their considerations based on applicable laws and regulations. Examining

all the completeness and validity of the evidence or documents presented to the PPAT, as well as hearing the statements or statements of the parties, must be done as a basis for consideration to be included in the deed. If the PPAT is less thorough in examining important facts, it means that the PPAT is acting carelessly.

Land disputes due to defective transfers of rights occur when the process or documents for transferring land ownership rights are invalid, resulting in duplicate claims, overlapping rights, or cancellation of certificates by the government. These defects can include administrative errors in the measurement and issuance of certificates, discrepancies between physical and legal data, or the absence of authentic documents, such as a sale and purchase deed from a Land Deed Official (PPAT). These disputes can be resolved through mediation, conciliation, arbitration, or litigation in court.

Causes of Land Disputes Due to Defective Transfer of Rights

1. Administrative and Procedural Errors: Errors in the land registration, measurement, and mapping process that cause discrepancies between physical data and legal data.
2. Invalid Documents Use of incorrect or forged ownership documents, such as inaccurate inheritance information, or transfer of rights carried out underhandedly (without an authentic deed).
3. Overlapping Rights, Issuance of multiple certificates for the same land or land that overlaps with forest areas.
4. Errors in the Subject or Object of Rights, Confusion in determining who the rights holder is or regarding the boundaries of the land, which results in the situation picture not reflecting the actual situation.

As has been mentioned, the PPAT has the authority to make authentic deeds regarding all legal acts mentioned above and must follow the specified procedures. These provisions are contained in Article 1868 of the Civil Code. (*Civil Code*):

1. The form of the deed must be in accordance with the provisions of the Law or made in the form specified by the Law. (*wet*)
2. The deed must be made by or before a Public Official. (*in front of*)
3. The deed was made within the jurisdiction of the Public Official who issued this authentic deed.

This case relates to a dispute over land and building ownership at Jalan Pintu Kecil No. 23, Roa Malaka Village, Tambora District, West Jakarta. The dispute arose due to claims of dual ownership between the plaintiff (Wiradinata Tanzil) and the defendant (IE Sidharta Istanto), which involved the sale and purchase process, issuance of certificates, and notarial deeds. Initially, the plaintiff (Wiradinata Tanzil) claimed to be the legal owner based on the 1969 Sale and Purchase Deed, and accused the defendant of committing an unlawful act by controlling the land without a valid legal basis.

Then, Defendant II (IE Sidharta Istanto) obtained the land through a purchase from another party, who turned out not to be the legal owner. The West Jakarta Land Office was also sued because it issued HGB Certificate No. 02946/Roa Malaka in the name of Defendant II. Notary Edward Suharjo Wirymartani, as the party who made the Deed of Sale and Purchase Agreement (June 23, 2015) and the Deed of Sale and Purchase (June 25, 2015), was also sued. Therefore, the Plaintiff requested that the deeds of sale and purchase, the BPN Decree, and the HGB certificate be declared invalid, and requested a determination that he is the legal owner and has the right to issue the certificate.

The principle of prudence requires a Notary to always be careful in carrying out his/her duties, which is manifested by always having to be consistent in implementing laws and regulations in the field of notary based on professionalism and good faith. The PPAT has the main task of carrying out some land registration activities by making deeds as evidence of certain legal acts regarding land rights or ownership rights to apartment units,

which will be used as the basis for registering changes to land registration data resulting from legal acts. The legal acts referred to above are sales and purchases, exchanges, grants, company contributions (inbreng), distribution of joint rights, granting building use rights/use rights over land ownership rights, granting mortgage rights, and granting power of attorney to encumber mortgage rights.

The application of the principle of prudence in relation to compliance is reflected in Article 2 Paragraph (1) and Paragraph (2) of Government Regulation Number 37 of 1998 which states that: (1) PPAT has the main duty to carry out some land registration activities, by making deeds as evidence that certain legal acts have been carried out regarding land rights or Ownership Rights for Apartment Units, which will be used as the basis for registering changes to land registration data resulting from these legal acts.

A deed made by a Notary/PPAT must provide legal certainty that an event and the facts in the deed were actually carried out by the Notary in accordance with the procedures determined in making a formal deed to prove the truth and certainty regarding the day, date, month, year, time (time) of appearing, and the parties appearing, the initials and signatures of the parties as appearing, witnesses and Notary, as well as proving what was seen, witnessed, heard by the Notary and recording the statements or statements of the parties/appearing parties.

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. Secondary data sources, such as books, articles, and legal journals. This research aims to understand the relevant legal context and interpret existing provisions.

The type of approach used in this research is the Conceptual Approach through a doctrinal perspective and the Legislative Approach, namely, analyzing laws and regulations that have a correlation and legal relationship to the problem being studied. 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. The Role of PPAT in Ensuring Legal Certainty in the Transfer of Land Rights.

A Land Deed Official is a public official appointed and dismissed by the Head of the National Land Agency of the Republic of Indonesia, who is authorized to make certain legal deeds regarding land rights or ownership rights to apartment units. A Land Deed Official may carry out his/her duties after being appointed by the Head of the National Land Agency of the Republic of Indonesia. The following legal acts that require the services of a Land Deed Official are sales and purchases, exchanges, gifts, capital contributions to companies (inbreng), distribution of joint rights, encumbrances of mortgages, and granting of building use rights or use rights over land with ownership rights.

Based on the description above, the Land Deed Making Officer is a public official and is authorized to make certain deeds related to land. The Land Deed Making Officer as a public official who is appointed to occupy a certain position for a certain period and is given public authority, namely, providing services to the community. The definition of a Land Deed Making Officer can be found in several laws and regulations,

namely: Article 1 Number 24 of Government Regulation Number 24 of 1997. The Land Deed Making Officer is a public official who is authorized to make certain land deeds. Article 1 Number 1 of Government Regulation Number 37 of 1998 Jo. Government Regulation Number 24 of 2016. The Land Deed Making Officer is a public official who is authorized to make authentic deeds regarding certain legal acts regarding land rights or Ownership Rights for Apartment Units. And Article 1 Number 1 of the Regulation of the Minister of Agrarian Affairs and Spatial Planning of the Head of the National Land Agency of the Republic of Indonesia Number 2 of 2018. The Land Deed Making Officer is a public official who is authorized to make authentic deeds regarding certain legal acts regarding land rights or Ownership Rights for Apartment Units.

Transfer of land rights is a legal act that results in the transfer of land rights from the owner to another party. The transfer is carried out if the legal status of the party that will control the land meets the requirements as the holder of the available land rights. The transfer can be deliberate due to legal acts such as buying and selling, renting, and inheritance. 67 Transfer of land rights is regulated in the provisions of Article 37 paragraph (1) of Law Number 24 of 1997 concerning Land Registration which states as follows: "Transfer of land rights and ownership rights to apartment units through buying and selling, exchange, grants, income in companies and other legal acts of transferring rights, except for transfer of rights through auction, can only be registered if proven by a deed made by an authorized PPAT according to the provisions of applicable laws and regulations."

Transfer of Ownership Rights to land is regulated in Article 2, Paragraph 2) UUPA, namely that Ownership Rights can be transferred and assigned to another party. This can be explained as follows: Transfer means the transfer of Ownership Rights to land from the owner to another party due to a legal event. With the death of the land owner, the Ownership Rights are transferred to his heirs as long as the heirs meet the requirements as subjects of Ownership Rights. Transferred means the transfer of Ownership Rights to land from the owner to another party due to a legal act. Legal acts include buying and selling, exchanging, granting, entering into a company, and other legal acts of transferring rights which are regulated by laws and regulations and fulfill the specified conditions.

The theory of legal certainty is one of the objectives of law, and it can be said that legal certainty is part of the effort to achieve justice. Legal certainty itself takes a concrete form, namely the implementation and enforcement of the law against an action, regardless of the individual who committed it. Through legal certainty, each person can predict what they will experience if they commit a particular legal act.

Legal certainty is also necessary to realize the principle of equality before the law without discrimination. The word "certainty" itself has a meaning closely related to the principle of truth. This means that the word "certainty" in legal certainty is something that can be strictly interpreted using formal legal means. With legal certainty, it will guarantee that an individual can behave in accordance with applicable legal provisions, and vice versa. Without legal certainty, an individual cannot have standard rules for carrying out a behavior. In line with this goal, Gustav Radbruch also explained that legal certainty is one of the goals of law itself.

This case relates to a dispute over land and building ownership at Jalan Pintu Kecil No. 23, Roa Malaka Village, Tambora District, West Jakarta. The dispute arose due to claims of dual ownership between the plaintiff (Wiradinata Tanzil) and the defendant (IE Sidharta Istanto), which involved the sale and purchase process, issuance of certificates, and notarial deeds. In this case, the plaintiff (Wiradinata Tanzil) claimed to be the legal owner based on the 1969 Sale and Purchase Deed, and accused the

defendant of committing an unlawful act by controlling the land without a valid legal basis.

Defendant II (IE Sidharta Istanto) acquired the land through a purchase from another party, who turned out not to be the legal owner. The West Jakarta Land Office was also sued for issuing HGB Certificate No. 02946/Roa Malaka in the name of Defendant II. Then, Notary Edward Suharjo Wiryomartani as the party who made the Deed of Sale and Purchase Agreement (June 23, 2015) and the Deed of Sale and Purchase (June 25, 2015) was also sued. Ultimately, the Plaintiff requested that the deeds of sale and purchase, the BPN Decree, and the HGB certificate be declared invalid, and requested a determination that he was the legal owner and entitled to the issuance of the certificate.

The Court's Decision in this case, West Jakarta District Court (2017): Granted part of the lawsuit, declared the deeds of sale and purchase and HGB certificates invalid, and confirmed the plaintiff as the legal owner. At the DKI Jakarta High Court level (2018): Strengthened the District Court's decision with a few improvements. And finally, the Supreme Court's Cassation (2019): Rejected the Defendant's cassation, so that the District Court & PT's decision remains valid. Based on the judge's legal considerations, the PK Applicant was not a good-faith buyer, because he was already aware of the legal issues related to the land object. The Applicant bought from a party who was not the legal owner. And the legal owner remains Wiradinata Tanzil based on the 1969 sale and purchase deed. Therefore, the result of the decision determined by the judge was that the PK Application was rejected. The PK Applicant (IE Sidharta Istanto) was sentenced to pay court costs of Rp2,500,000.

The role of the Land Deed Official (PPAT) in ensuring legal certainty in the transfer of land rights is by creating authentic deeds as a valid legal basis, verifying documents and party identities, ensuring tax obligations are met, and registering data changes with land agencies. Thus, the PPAT ensures that the land transfer process runs according to legal procedures, protects the rights of the parties, and prevents future conflicts.

The sanctions stipulated for PPATs who commit violations are stated in Article 62 of Government Regulation Number 24 of 1997 that PPATs in carrying out their duties ignore the provisions as referred to in Article 38, Article 39 and Article 40 and the provisions provided by the Minister or appointed Official will be subject to administrative action in the form of a written warning up to dismissal from their position as PPAT, without reducing the possibility of being sued for compensation by parties who suffer losses resulting from ignoring these provisions.

3.2.Normative Implications of Supreme Court PK Decision No. 596 PK/Pdt/2020 on the Role of Land Deed Officials (PPAT).

Today's increasingly complex society demands law enforcement and justice to satisfy the public's sense of justice. The role of a judge is crucial in their decisions, as they are the ones who exercise judicial power to ensure the implementation of the judicial function. A judge is presumed to be knowledgeable of the law and, therefore, may not refuse to hear and adjudicate a case brought before them. They may not reject a case because there is no legal provision or because the legal provision is unclear.

Judges are considered to know the law, so if there are no legal regulations, they must explore them using legal knowledge. This is regulated in Article 16 paragraph (1) of Law No. 35 of 1999 in conjunction with Law No. 48 of 2009, namely: The court may not refuse to examine and try a case submitted because the law is not or is unclear, but is obliged to examine and try it. "In the provisions of Article 53 Paragraph of Law No. 48 of 2009 concerning Judicial Power, it is explained that in examining and

deciding a case, the judge is responsible for the decision he makes, and the decision and decision must contain the judge's legal considerations based on appropriate legal reasons and grounds.

The panel of judges is obliged to adjudicate all parts of the lawsuit as stated in Article 178 Paragraph (2) HIR Jo Article 189 Paragraph (2) RBG and Article 50 RV, namely that the decision must totally and comprehensively examine and adjudicate each lawsuit submitted. It may not only examine and decide on part of it, and ignore the rest of the lawsuit. Based on the provisions above, a decision may not grant more than the demands stated in the lawsuit.

Judges, as state officials and law enforcers, are obliged to explore, follow, and understand the legal values and sense of justice that exist in society. Judges and constitutional judges must have integrity and an impeccable personality, be honest, fair, professional, and experienced in the legal field. The freedom of judges is explained in Article 5, paragraph (1) of Law No. 48 of 2009. A judge is obliged to uphold the law and justice impartially. In providing justice, a judge must first examine the truth of the event submitted to him, then provide an assessment of the event and relate it to applicable law. After that, the judge can issue a decision regarding the event.

A judge's legal considerations are the factors that form the basis or are considered by the judge in deciding a case. A good and correct decision is derived from the judge's considerations, which contain rational and reasonable reasons and are legally accountable. The judge's decision must be delivered during a trial that is open to the public or in public, using the principle of transparency.

In line with the principle of a fair trial, the trial must be conducted through an honest process from beginning to end. The principle of open justice must be upheld from the beginning of the trial until the verdict is rendered. The judge's considerations in rendering a verdict must be based on interrelated theories and research findings to achieve optimal and balanced results, both theoretically and practically. Before rendering a verdict, the judge must first develop a legal basis, comprising legal arguments, to arrive at a verdict.

Legal arguments are the basis of reasoning used by a judge in constructing a judicial consideration. The judge's arguments or reasoning in a legal consideration are known as *Ratio Decidendi* or Reasoning, namely the court's considerations in arriving at a decision. The judge's legal considerations in a decision are one of the benchmarks for determining the quality of a court decision. Decisions that do not include the judge's legal considerations may be void by law.

In the PK Decision No. 596 PK/Pdt/2020, it indirectly confirms that the PPAT's role in ensuring legal certainty has failed in this case, which is marked by the cancellation of the Sale and Purchase Deed (AJB) and the Building Use Rights Certificate (HGB) derived from the deed. This failure is reinforced by the Supreme Court's decision, which stated that the buyer (PK Applicant) was not a buyer in good faith, which indicates negligence in the verification process and caution in preparing the deed of transfer of land rights.

In the UUPA, there is an agrarian scope that includes land, water, space, and the natural resources contained therein. Granting and owning land with these rights will not be meaningful if its use is limited only to land as the surface of the earth. For any need, it is necessary to use part of the body of the earth underneath and the water and space above it. Therefore, in Article (2), it is stated that land rights not only provide the authority to use a certain part of the surface of the earth in question, which is called "land", but also the body of the earth underneath and the water and space above it.

Based on the Decree of the People's Consultative Assembly of the Republic of Indonesia Number II/MPR/1993 concerning the General Guidelines of State Policy, it mandates the position of land in national development, namely: "The arrangement of land control by the state is directed so that its use can realize social justice for all Indonesian people, while the arrangement of land use is carried out in a planned manner to realize the greatest prosperity of the people. The arrangement of land use needs to pay attention to the people's rights to land, the social function of land rights, the minimum limit of land ownership, including various efforts to prevent the concentration of land control that is detrimental to the interests of the people. Land institutions are perfected to increasingly realize an integrated, harmonious, effective, and efficient land management system, which includes orderly living administration. Land administration development activities need to be improved and supported by increasingly better analytical tools and land information tools."

An SA deed can be cancelled without always imposing sanctions on the Land Deed Official (PPAT), depending on the reason for the cancellation. If the cancellation occurs due to a procedural error made by the parties in the deed (not due to the negligence of the PPAT), or if the cancellation occurs due to an agreement between the parties, then the PPAT will most likely not be subject to sanctions. However, if the cancellation of the deed is caused by the PPAT's error or negligence in carrying out his duties, such as not applying the principle of prudence or providing false information, then the PPAT may be subject to sanctions in accordance with applicable regulations. Therefore, the PPAT must apply the principle of prudence.

In general, the precautionary principle is defined as a basis. The precautionary principle means adopting a cautious attitude towards oneself and others by considering the consequences of every action taken, both now and in the future. The precautionary principle is an action that will be taken if there is sufficient evidence, so that without sufficient evidence, no particular action will be taken. The precautionary principle aims to anticipate and prevent the occurrence of uncertain consequences from a particular activity carried out by humans from the outset.

Therefore, it can be concluded that the principle of prudence is a basis for thinking that is used before doing something by first considering all possibilities to avoid problems in the future. Translation from Yeni Herma Waty about the Elements of the theory of prudence in the book "*A Prudential Theory of Judicial Candor*." This prudential nature, which prioritizes context and complexity, is highly compatible with the contextual nature of candor (honesty), which has many variables that cannot be reduced to abstract or absolute terms. Therefore, prudence and honesty are often linked, given the interconnected nature of one and the other, which makes them analytically compatible.

This can be seen in various concepts of honesty as part of the principle of prudence, which is divided into the following 3 concepts:

1. Honesty as Ethics: Honesty is essentially a subjective quality (actual self-awareness) coupled with a strong need for objectivity (potential awareness). Justice Abrahamson of the Wisconsin Supreme Court explained that, in the example of decision-making and openness by judges, a person with this ethical standard of honesty is defined as someone who can demonstrate self-awareness. Honesty is also a moral obligation that must be present in every individual, not limited to the obligations of a person in their position or role.

2. Honesty as Compliance Scott C. Idleman describes one of the important reasons for honesty as a notice (attention/warning) for both the wider public and the legal community in particular. In this broader perspective, honesty plays a role not only in

education or implementation that can resolve various legal issues, but also as a guide for those who are directly related to or affected by various legal issues. In this principle, a very important component in the procedural process and methodology of all law enforcement is also a commitment from the community to the laws and regulations. Thus, this becomes a form of compliance, namely compliance with warnings, guidelines that have been made, and a commitment to comply with applicable laws and regulations.

3. Honesty as Discretion One of the reasons related to the importance of honesty is presented by Scott C. Idlman's concept of power. Honesty has a big role in limiting discretion, which also limits its power. In practice, this honesty requires the recognition that the judge's personal values and preferences play a significant role in the law enforcement process, which is called self-enforced of judicial restraint. Richard A. Posner in his statement regarding this doctrine, also said that this recognition creates legal self-limitation with the separation of powers between judges as politically interested parties, and not only limited to conveying decisions made by the government passively.

The principle of prudence should also be part of various regulations, especially in regulations related to the needs of the community. A Notary in carrying out his/her position is obliged to apply the principle of prudence to protect the interests of the community as regulated in Law Number 2 of 2014, an amendment to Law Number 30 of 2004 concerning the Position of Notary, which states that a Notary is obliged to act in a trustworthy, honest, thorough, independent, impartial manner and protect the interests of the parties involved in legal actions.

The principle of prudence is one of the important principles that must be implemented and determined by Notaries/PPAT who are authorized to carry out their duties as public officials appointed by the government as in Government Regulation Number 37 of 1998 concerning the Regulations on the Position of Land Deed Making Officials as amended by 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, along with its implementing regulations, namely 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 Regulations on the Position of Land Deed Making Officials.

4. CONCLUSION

The land ownership dispute case in West Jakarta which resulted in the Supreme Court's Judicial Review (PK) Decision Number 596 PK/Pdt/2020 showed that the Deed of Sale and Purchase Binding (June 23, 2015) and the Deed of Sale and Purchase (June 25, 2015) made by the PPAT were declared invalid and had no legal force by the District Court, and this decision was upheld to the PK level. The cancellation of the PPAT deed clearly shows that the deed has no legal basis because it was made based on a sale from a party who is not the legal owner.

The Supreme Court asserted that the buyer (PK Petitioner) was not a buyer in good faith because he was aware of the legal issues related to the land object. In fact, the PPAT is obliged to verify documents and identity to ensure the transfer process runs according to procedure and to protect the rights of the parties. The PPAT has the potential to be sued for damages by parties who suffer losses due to neglect of provisions in the implementation of its duties, and can be subject to administrative action. Therefore, this decision serves as a

strong warning regarding the importance of strict due diligence by PPAT in every deed of transfer of land rights to truly guarantee legal certainty.

5. BIBLIOGRAPHY

Aan Efendi and Dyah Octhorina Susanti, *Penelitian Hukum (Legal Research)* (Jakarta: Sinar Grafika, 2018.

Achmad Ali, Menguak Tabir Hukum Suatu Kajian Filosofis dan Sosiologis, PT. Gunung Agung, Jakarta, 1999.

Arsiendy Aulia, "Prinsip Kehati-hatian PPAT Dalam Proses Pengikatan Jual Beli Tanah Sebagai Perwujudan Kepastian Hukum", Retical Review, Vol. 4, No. 1, 2022.

Astriana Nurwinda Sari, "Akibat Hukum Pembatalan Akta Notaris Oleh Pengadilan", Jurnal Education and Development, Vol. 11, No. 1, 2023.

Baby Lelyvia Fitri, Fitri Deni, "Akibat Hukum Akta Jual Beli PPAT Yang Tidak Dibacakan Di hadapan Para Pihak" Jurnal Kemahasiswaan Hukum & Kenotariatan, Vol 1, No. 02, 2022.

Hilmi Latifah, "Precautionary Principle Sebagai Landasan Dan Merumuskan Kebijakan Publik", Jurnal Yustitia, Vol. 5, No.2 2016.

I Gusti Nyoman, Pendaftaran Tanah, Sekolah Tinggi Pertanahan Nasional, Yogyakarta, 2014.

Jimly Asshiddiqie dan Ali Safa'at, Teori Hans Kelsen Tetang Huku, Setjen dan Kepaniteraan Mahkamah Konstitusi Republik Indonesia, Jakarta, 2006.

Lilik Mulyadi, Kompilasi Hukum Pidana dalam Perspektif Teoritis dan Praktek Pradilan, Mandar Maju, Jakarta, 2007.

Moeljatno, Asas-asas Hukum Pidana Edisi Revisi, Rineka Cipta, Jakarta, 2008.

Peter Mahmud Marzuki, *Penelitian Hukum*, Kencana, Jakarta, 2007.

Rahmad Hendra, "Tanggung Jawab Notaris dan PPAT Terhadap Akta Autentik Yang Penghadapnya Mempergunakan Identitas Palsu", Jurnal Ilmu Hukum, Vol. 2 No. 2, 2012.

Salim HS, *Teknik Pembuatan Akta Pejabat Pembuat Akta Tanah*, Radjagrafindo Persada. Jakarta, 2016.

Sri Wartini, "Implementasi Prinsip Kehati-hatian Dalam Sanitary And Phythosanitary Agreement, Studi Kasus Keputusan Appelatte Body WT Dalam Kasus Hormone Beef Antara Uni Eropa Dengan Amerika Serikat", Jurnal Hukum, Vol. 14, No.2, 2007.

Subekti, *Kitab Undang – Undang Hukum Perdata*, Balai Pustaka, Jakarta, 2016.

Suyitno, *Peraturan Pemerintah Tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah*, Surabaya, IPPAT Course, 2017.