

Cancellation of A Defective Deed of Grant By Law Because The Object Granted Was Not Made Before A Notary/PPAT

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ABSTRACT

This research analyzes the cancellation of a gift deed which is legally flawed because the object being gifted was not made before a Notary/PPAT in the case study of the Kupang District Court decision number 298/PDT.G/2021/PN KPG. One way for someone to legally transfer their rights is by gift by making a gift deed before a Notary/PPAT. If the object being donated is land, then the grant transfer process must be carried out through PPAT. In this case, the Notary/PPAT concerned did not read and sign the deed which should have been carried out in the presence of the presenters and witnesses at the same time so that the deed did not become legally defective. This research uses normative juridical research methods that are analytical descriptive with secondary data. The legal materials used in this research are divided into three, namely primary legal sources consisting of civil law books, secondary legal sources consisting of law journals and tertiary legal sources consisting of legal dictionaries. The data analysis method used in this research is qualitative, namely the data is arranged in the form of a narrative. The deed of gift made by a Notary/PPAT is legally flawed which causes the deed to be null and void. The Notary/PPAT's actions can be held accountable administratively and civilly with sanctions in the form of a written warning and compensation.

Keywords: Cancellation, Grant, Notary, PPAT

1. INTRODUCTION

Cancellation of a deed of grant that is legally flawed because the object being gifted was not made before a Notary/PPAT in the case study of the Kupang District Court decision number 298/PDT.G/2021/PN KPG should have been avoided when reading and signing the Deed of Grant in the presence of the presenters and witnesses at the same time so that the deed does not become a legal defect that can be annulled by the court, causing losses to various parties. This is because, if the reading and signing of the deed is not carried out in the presence of a Notary, defects in the deed will arise as well as ignorance of the contents of the deed by the parties concerned when the transfer of the object of the gift is carried out. (Adijani al-Alabij, 1992). By reading and signing the deed before a Notary who is authorized to do so, disputes that occur can be avoided and the process of transferring the object of the land grant can be more optimal and effective when carried out.



Talking about land, land plays an important role and is closely related to the life of every human being. In every era of life, land is always needed by humans for residence and other activities. In human life, land has two uses, namely as a Social Asset and as a Capital Asset. As a Social Asset, land has a social function, this is adapted from the principles related to Article 6 of Law no. 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA), (Boedi Harsono, 2008) then became a capital asset for land with several uses and transactions. Considering the important role of land, a reliable registration system is needed in social life.

According to Boedi Harsono, what is meant by land registration is a series of activities carried out regularly, continuously to collect, compile and present all land or certain lands in an area (Boedi Harsono, 2008). Land registration is regulated by Government Regulation Number 10 of 1961 concerning Land Registration and refined by Government Regulation Number 24 of 1997 concerning Land Registration (PP Land Registration). The PP on Land Registration is based on what is involved (Urip Santoso, 2013). In Article 1 paragraph 1 of the PP on Land Registration there is an understanding of land registration which emphasizes that the obligation in a land registration must be proven by a deed made by and before an official appointed by the Minister of Agrarian Affairs (hereinafter referred to as an official in government regulations) (Indonesia, 1961).

Looking at these provisions, it can be seen that PPAT is tasked with paying attention to the presentation of physical data and juridical data in land registration as regulated in Article 34 of the PP on Land Registration. The role of PPAT is contained in the provisions of Article 1 of Government Regulation Number 37 of 1998 above which states that PPAT has the authority to make authentic deeds. The definition of an authentic deed will always refer to the provisions of Article 1868 of the Civil Code which states that an authentic deed is a deed which, in the form determined by law, is made by or in the presence of public officials who have authority for that purpose in the place where the deed is made (Subekti, 2014). Authentic deeds also provide binding and perfect evidence (R. Subekti, 1995). Authentic in question, if there is a problem with the PPAT deed the court does not need to examine the correctness of the contents of the deed. Or the date it was signed and that is the validity of the parties' signatures, as long as it cannot be proven that there is forgery, fraud or other things, the possibility of the land deed being declared void or having to be declared void (AP. Parlindungan, 1999).

One form of activity in legally transferring land rights is by granting it to someone they want by making a deed of gift before a notary for movable goods or PPAT for immovable goods in general. PPAT is a public official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights. Making authentic deeds, namely gift deeds, should be made



with full responsibility and prioritizing the principle of prudence by a notary or PPAT. This is because a deed made by or in front of a Notary/PPAT that has legal defects or has an annulment requirement will be detrimental to the parties and can be requested for annulment from the court (Indonesia, 1998). The grant deed made by PPAT should provide legal protection for the parties.

In Article 2 of the Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Officials Making Land Deeds (hereinafter referred to as "PP Number 24 of 2016"), it is stated that the main task of PPAT is to carry out some land registration activities by making a deed as proof that certain legal acts regarding land rights have been carried out. In legal acts of transfer of rights which are not due to inheritance, but are deliberately transferred to another party, the form of transfer of rights can be; buying and selling, exchange, gifts, gifts according to custom, income in companies and bequests. This action is carried out while the right holder is still alive and is a legal act of transferring rights in cash, except for testamentary grants (Boedi Harsono, 2016).

The elements of a grant agreement are generous or selfless, because without these elements there is no grant. In addition, grants that have been agreed cannot be withdrawn. This does not mean that the gift cannot be cancelled, but it prohibits any conditions, such as suspended conditions or void conditions that depend on the will of the grantor. Based on the problems that occur, the research problem that will be studied can be formulated as follows: What are the legal consequences of canceling the grant deed and what are the roles and responsibilities of the Notary/PPAT when carrying out their position in making the grant deed so that it does not result in a deed that is legally defective in study of the Kupang District Court decision number 298/PDT.G/2021/PN KPG.

2. RESEARCH METHODS

This research takes the form of normative juridical, namely research that focuses on the use of library materials as a research source. This research does not use observations or interviews with respondents. When viewed from the perspective of its form, this research is an analytical descriptive research with secondary data. The legal materials used in this research are divided into three, namely primary legal sources consisting of civil law books, secondary legal sources consisting of law journals and tertiary legal sources consisting of legal dictionaries. The data analysis method used in this research is qualitative, namely the data is arranged in the form of a narrative. This research uses document study data collection tools, without conducting interviews or interviews with informants or sources. Document study is a data collection tool carried out through written data using content analysis. (Soerjono Soekanto, 2015)



The research was conducted using document study for writing this research at the Central Library of the University of Indonesia and the Library of the Faculty of Law, University of Indonesia. The Kupang District Court decision number 298/PDT.G/2021/PN KPG which is the study of this research was obtained from the archives of the Directory of Decisions of the Supreme Court of the Republic of Indonesia via the website.

3. RESULTS AND DISCUSSION

Position case

The case that will be discussed in this legal writing is a civil lawsuit in the Kupang District Court between Mr. HIK as Plaintiff, against:

1. BF, as Defendant
2. AW, as Co-Defendant I
3. Head of the Kupang Land Office, as Co-Defendant II

The plaintiff is the legal owner of a plot of land measuring 223 M2 (two hundred and twenty three square meters) with Certificate of Ownership (SHM) Number: 783 located on Jalan Hati Mulia I No. 13 B, RT. 007 RW.003, Oebobo Village, Oebobo District, Kupang City, East Nusa Tenggara Province which was originally intended to be gifted to the Plaintiff's child named FW. One of the Plaintiff's children, named FW, married the Defendant on 19 September 1992 and the marriage was recorded by the Marriage Registration Officer at the North Religious Affairs Office (KUA), Kupang City, as in the Marriage Certificate Excerpt Number: 0060/005/IX /1992. During the marriage between Fatimah and the Defendant, out of compassion and pity, the Plaintiff finally took the initiative to donate his property in the form of a plot of land measuring 223 M2 located on Jalan Hati Mulia.

Because the Defendant was the legal husband of FW, the Plaintiff's son, FW, at that time entrusted the Defendant to take care of the Deed of Grant at Notary & PPAT AW, SH and the Deed of Grant Number: 8/KO/VII/HBA/2004 dated 08 July 2004 was issued from the Participant. Defendant I. Without the Plaintiff's knowledge, the signing of the Deed of Grant Number: 8/KO/VII/HBA/2004 dated July 8 2004 was signed by the Plaintiff at the Plaintiff's house, not in the presence of Co-Defendant I, at that time the Plaintiff did not first read the contents of the Deed of Grant. , the Plaintiff immediately signed because from the start the Plaintiff's intention was to donate the land in the *casea quo* to his son, FW so that there were no suspicions in the Plaintiff's mind about the Defendant at that time (malicious intentions to take control of the Plaintiff's land).



As a result of the Plaintiff's ignorance regarding the document he had signed, on August 3 2004 the Defendant changed the name of the Certificate of Ownership (SHM) Number: 783 in the name of HIK (Plaintiff) to the name of BF (Defendant). The Plaintiff only discovered that the name in the Deed of Grant was not the name of the Plaintiff's child, FW, but was in the name of the Defendant in 2017, precisely on October 22 2017, when the household between the Plaintiff's child, FW and the Defendant, was having problems.

This conflict arose because the Plaintiff's son, FW, divorced the Defendant on Wednesday 17 October 2018, based on the decision of the Kupang Class I B Religious Court in case Number: 72/Pdt.G/2018/PA.Kpg, which the Plaintiff never thought about at first. Her child's household with the Defendant would end in divorce and then Plaintiff FW's child would return to her parents' (Plaintiff's) house so that she would not be able to enjoy the land that had been gifted by the Plaintiff.

FW then filed a Joint Property Lawsuit at the Kupang Religious Court Class I B with Case Number: 20/Pdt.G/2020/PA.Kpg on January 28 2020 where 1 (one) plot of land had an area of 223 M2 (two hundred and twenty three square meters) now there is a permanent house building on it which is located on Jalan Hati Mulia I No. 13 B, RT. 007 RW. 003, Oebobo Village, Oebobo District, Kupang City, East Nusa Tenggara Province, which was a gift from the Plaintiff, did not become joint property between Plaintiff FW's children and the Defendant because Plaintiff FW's children stated that the land in the *casea quo* belongs to the Plaintiff's son FW which was a gift from the Plaintiff, while the Defendant claims that the land is his land which was gifted by the Plaintiff.

Initially, the Plaintiff respected the Defendant as a son-in-law, but now he is no longer a son-in-law, moreover, the Defendant still has no good intentions to return the land to the original owner, namely the Plaintiff, so the Plaintiff withdrew or revoked the grant in the name of the Defendant as in Grant Deed Number: 8/KO /VII/HBA/2004 dated 08 July 2004 which was made by Co-Defendant I by making a Deed of Statement of Cancellation of Grant Deed Number: 03 dated 05 June 2020 which was made in the presence of Co-Defendant I which in essence states that it emphatically cancels all the contents of the deed and provisions as mentioned in Grant Deed Number: 8/KO/VII/HBA/2004 dated 8 July 2004, therefore all contents and provisions in Grant Deed Number: 8/KO/VII/HBA/2004 dated 8 July 2004 are declared no longer valid .

So the Panel of Judges at the Kupang District Court decided in the main case:

- States that the Defendant has committed an Unlawful Act
- Declare cancel by law Act Grant Number: 8/KO/VII/HBA/2004, dated 08 July 2004 which was not made before Notary/PPAT AW, SH.;



- Declare that it is valid and has binding legal force. Deed of Statement of Cancellation of Grant Deed Number: 03 Dated 05 June 2020 made before Notary & PPAT AW, SH.;
- Declare to restore the PLAINTIFF's ownership rights to 1 (one) plot of land measuring 223 M2 (two hundred and twenty three square meters) with Certificate of Ownership (SHM) Number: 783 located on Jalan Hati Mulia I No. 13 B, RT. 007 RW. 003, Oebobo Village, Oebobo District, Kupang City, East Nusa Tenggara Province to its original condition before the grant occurred.
- Punish the Defendant and the Co-Defendants to pay all costs arising in this matter amounting to Rp. 1,040,000,- (one million forty thousand rupiah);

Legal consequences of Cancellation of Grant Deed based on Kupang District Court Decision number 298/PDT.G/2021/PN KPG

A gift is a gift made while still alive and the distribution is carried out while still alive to other people. In the grant process, it is also necessary to fulfill the grant conditions, namely the object requirements and the grant subject requirements. Grants can be requested to be canceled if they do not meet the grant requirements as stated in Article 1688 of the Civil Code. Grants made between the grantor and the grantee are stated in an authentic deed as stated in Article 1683 of the Civil Code, namely by making a grant deed. The PPAT deed that is made is used as evidence which already has perfect evidentiary power. A gift deed that contains juridical defects can result in the authentic deed being canceled or null and void if there are violations in it (Eman Suparman, 1995).

The consequence of canceling this gift deed is that it is null and void by law. A deed that is void by law means that the deed is deemed to have never been born and has no legal consequences, which means it returns to its original state as if there was no deed. Nullity by law is also defined as a civil sanction for legal actions that contain juridical defects causing the deed to be invalidated, whereas to cancel the deed you must ask for the deed to be canceled, not automatically cancelled, so it must be the wish of one of the parties. The effect of cancellation is that it takes effect retroactively, that is, it returns to its original condition as stated in Article 1451 of the Civil Code. A deed that is void by law means that the deed is deemed to have never been born and has no legal consequences, in which case the situation will return to its original condition, such as the absence of this deed.

In this case, the process of making the Deed of Grant Number: 8/KO/VII/HBA/2004 dated July 8 2004 was carried out by AW, namely a Notary/PPAT in the Kupang area. Article 80 of Law Number 5 of 1974 concerning the Principles of Government in the regions explains that



"The sub-district head is the regional head as the representative of the government, namely the sole authority in the field of government, coordinating development and fostering community life in all fields."

Deeds made by and before the PPAT and/or sub-district head as PPAT are valid evidence and every legal action that occurs has legal consequences (Bayu Suryaningrat, 1976). The sub-district head as PPAT is an official appointed by the government and to whom the authority is also given to carry out tasks in the agrarian sector. Inherited property objects in the form of land and buildings that are a dispute between the parties, the procedure that must be carried out by the Land Deed Making Officer (PPAT) and PPATS is to ensure all files related to the legality of the parties such as inheritance certificates, death certificates, KK and KTP as well as documents regarding land and buildings, both in the form of land title certificates and PBB, the certificate must be checked with the local Land Agency to avoid disputes over the inheritance object.

In carrying out its duties, the PPAT must apply the principle of prudence as stated in article 22 of Government Regulation Number 37 of 1998 concerning Regulations for Officials Making Land Deeds, it is explained that the PPAT deed must:

- a) The contents are read or explained to the parties;
- b) Its making is attended by at least 2 (two) witnesses; and
- c) Signed immediately by the parties, witnesses and PPAT.

In this case, the grant deed number: 28/PPAT/KEC.LTK/III/2003 was not made before the PPAT but was taken home to the Plaintiff's house. This deed of grant was also not read or explained by AW to the parties and witnesses, namely AW as a witness as well as the Plaintiff, but in this case the Plaintiff was not a witness when the legal action occurred because the deed of grant was made outside the PPAT office and this deed of grant was not signed by the parties, witnesses and PPAT at that time because the signing process was only attended by the Plaintiff and was carried out outside the PPAT office. This violates article 22 of Government Regulation Number 37 of 1998 concerning Regulations on Officials Making Land Deeds, which states that the deed must be read or explained in its contents, during its making it must be attended by 2 witnesses and signed by the parties, the witnesses and the Official Land Deed Maker (PPAT) and PPATS.

In carrying out its duties, PPAT also does not comply with article 38 of government regulation number 24 of 1997 concerning land registration. It is also explained that when making deeds related to the transfer of rights through grants, the parties concerned are present and witnessed by 2 (two) witnesses who meet the requirements for the deed. this law as well as the form, content and



method of making a PPAT deed, whereas in this case the PPAT in making the deed was only attended by the parties and only 1 (one) witness, namely the Plaintiff and Defendant as witnesses at the time the signing was carried out due to the signing process of the parties carried out outside the PPAT office and was not attended by the PPAT. In the provisions of Article 22 of Government Regulation Number 37 of 1998, it is stated 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" , because the Plaintiff never appeared/appeared with AW on July 8 2004, the Deed of Grant should be declared legally defective.

Making a PPAT deed in accordance with article 101 PMNA/KBPN Number 3 of 1997, concerning the implementation of Government Regulation Number 24 of 1997 concerning Land Registration, as a whole, namely:

1. All heirs come and be present in doing the legal act;
2. The Land Deed Official (PPAT) examines documents as proof of ownership;
3. The Land Deed Maker's Office (PPAT) reads the deed in front of the parties;
4. attended by 2 witnesses;
5. Validate the deed and directly give a copy to the presenting party.

This case also violates the provisions of Article 101 PMNA/KBPN Number 3 of 1997 because the making of the gift deed was unknown and there was no approval by the other heirs which resulted in the heirs not coming to make the deed and the PPAT not reading the deed in front of the parties and not being present. by two people when the grant deed was signed and AW was not present when the grant deed was signed because the signing process was carried out outside the PPAT office. PPAT also violated its oath of office because it was not careful, conscientious and responsible in carrying out its duties as explained in article 34 paragraph (1) of Regulation of the Head of the National Land Agency of the Republic of Indonesia Number 1 of 2006.

The cancellation of the grant deed in the Kupang District Court decision number 298/PDT.G/2021/PN KPG was due to the failure to fulfill the formalities in making the grant deed so that the authenticity of the deed was not achieved which caused the grant deed to become null and void. This is based on the provisions of Article 22 of Government Regulation Number 37 of 1998 which regulates that the reading and signing of the deed must be carried out in the presence of presenters and witnesses at the same time so that the deed does not become legally defective. In this case, the gift property for which cancellation is requested will again become the property of the gift giver. Regarding grant objects that have been renamed into the name of the grantee, the certificate of



change of name is declared invalid and changes can be requested from the Kupang National Land Agency.

The Role and Responsibilities of a Notary/PPAT When Executing His/Her Position in Making Grant Deeds So That the Deed Does Not Give rise to Legal Defects in the Study of Kupang District Court Decision Number 298/PDT.G/2021/PN KPG

In the Kupang District Court decision number 298/PDT.G/2021/PN KPG there were two fatal mistakes made by the Notary/PPAT concerned. The first mistake was not signing and reading the deed in the presence of the parties transferring the object of the land grant. The second mistake, there was a mistake in making a gift deed in the form of a notarial deed, which basically means that the object to be donated is freehold land. The grant deed that must be made must be in the form of a PPAT deed, because the land object being donated is entirely within the authority and responsibility of the PPAT, not the Notary. Basically, a deed of gift in the form of objects or property is made by a notary. However, if it is land, it must be made by PPAT according to PP Number 24 of 1997.

Examining further in this case, the goods donated were immovable goods or land, namely a plot of land measuring 223 M2 (two hundred and twenty three square meters) with a Certificate of Ownership (SHM) Number: 783 located on Jalan Hati Mulia I No. 13 B, RT. 007 RW.003, Oebobo Village, Oebobo District, Kupang City, East Nusa Tenggara Province which was originally intended to be gifted to the Plaintiff's child named FW, then the process should have been carried out before the PPAT (Land Deed Maker Official) or PPAT (Temporary Land Deed Maker Official) not through a Notarial Deed. That in relation to the grant process, after the enactment of Government Regulation Number 24 of 1997 concerning Land Registration, every grant of land and buildings must be carried out with a deed from the Land Deed Making Officer (PPAT), based on the provisions of Article 38 paragraph (1) of Government Regulation Number 24 of 1997. 1997.

PPAT's obligations when carrying out the process of making a deed are actually fully regulated in regulations regarding Land Registration such as Government Regulation Number 24 of 1997 and Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997. These regulations clearly regulate the provisions regarding the making of PPAT Deeds such as types and the form of the deed, preparation of the deed, and implementation of the deed. Apart from the regulations regarding Land Registration, PPAT obligations are also regulated in the regulations regarding PPAT itself, namely, Government Regulation Number 37 of 1998 concerning the Position of Officials Making Land Deeds and its derivatives and amendments. In the above case, PPAT did not carry out the obligations regulated in Article 38 of Government Regulation Number 24 of 1997 jo. Article 101 Regulation of the Minister of State for Agrarian Affairs/Head of



the National Land Agency Number 3 of 1997 jis. Article 22 Government Number 37 of 1998. The PPATS above violates these three articles. Article 22 and Article 38 paragraph (1) are also in line with Article 101 of the Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 as explained in the previous analysis.

The scope of PPAT's responsibility in this research is related to sanctions that have been violated in accordance with applicable regulations. In regulations related to Land Registration, the provision that is violated is Article 38 paragraph (1) Government Regulation Number 24 of 1997 "The making of a deed is attended by the parties and witnessed by at least 2 (two) witnesses who meet the requirements." The consequences of violating this article are regulated in Article 62, namely: "PPAT which in carrying out its duties ignores the provisions as intended 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 until dismissal from his position as PPAT, without reducing the possibility of being sued for compensation by parties who suffer losses resulting from his neglect." (Indonesia, 1997)

The article only states that the sanction is administrative action in the form of a written warning up to dismissal from his position as PPAT. Thus, the scope of sanctions is still broad and not specific, which is in line with Article 6 of the Code of Ethics for the Association of Land Deed Officials (IPPAT). Even though administrative action has been imposed, this article still makes it possible to claim compensation from PPAT by the party who suffered the loss, in this case the Plaintiff and the Plaintiff's children. Similar to regulations related to land registration, the PPAT regulations themselves also regulate sanctions.

Government Regulation Number 37 of 1998 regulates the dismissal of PPAT but does not specifically regulate it. Meanwhile, regarding the scope of sanctions specifically regulated in the Regulation of the Head of the National Land Agency Number 1 of 2006 and Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 2 of 2018. In the Regulation of the Head of the National Land Agency Number 1 of 2006, PPAT in the above case, the sanction can be dishonorably dismissed from his position by the Head of the Agency. This is due to serious violations of the prohibitions or obligations as a PPAT. The serious violation in question is "The PPAT deed was executed, even though the PPAT concerned was aware that the parties authorized to carry out legal actions were not present before him." Apart from that, another violation was "PPAT did not read the deed in front of the parties or parties who had not or were not authorized to carry out actions according to the deed he made (BPN, 2006)." These two violations of prohibitions and/or obligations are also contained in the Regulation of the Minister of Agrarian



Affairs and Spatial Planning/Head of the National Land Agency Number 2 of 2018 concerning the Development and Supervision of Land Deed Making Officials in attachment 2 (two). The scope of PPAT in the regulation also clearly states PPAT (BPN, 2018).

Apart from that, it also explains the mechanism for giving sanctions, starting from application to giving sanctions. In the case above, the PPAT has not been held responsible or given sanctions, so the Plaintiff can file a complaint to impose sanctions in writing to the Minister of Agrarian Affairs or via the complaint website or Laporan application. Once the complaint is received, it will be forwarded to the Regional PPAT Advisory and Supervisory Council or MPPD which will later examine the reported PPATS. If it turns out that the results of the inspection are that PPAT has indeed committed a violation with a sanction of dishonorable dismissal, it will be terminated immediately without a written warning by the Minister of Agrarian Affairs.

4. CONCLUSION

The legal consequences of the cancellation of the grant deed in the Kupang District Court decision number 298/PDT.G/2021/PN KPG are due to the failure to fulfill the formalities in making the grant deed so that the authenticity of the deed is not achieved which causes the grant deed to become null and void. This is based on the provisions of Article 22 of Government Regulation Number 37 of 1998 which regulates that the reading and signing of the deed must be carried out in the presence of presenters and witnesses at the same time so that the deed does not become legally defective. In this case, the gift property for which cancellation is requested will again become the property of the gift giver. Regarding grant objects that have been renamed into the name of the grantee, the certificate of change of name is declared invalid and changes can be requested from the Kupang National Land Agency and There were two fatal mistakes made by the Notary/PPAT concerned. The first mistake was not signing and reading the deed in the presence of the parties transferring the object of the land grant. The second mistake, there was a mistake in making a gift deed in the form of a notarial deed, which basically means that the object to be donated is freehold land which should be under the authority of the PPAT. Violation of procedures for making PPAT deeds and also the obligations regulated in Agrarian Ministerial Decree Number 3 of 1997, related regulations such as PP Number 37 of 1998 concerning PJ PPAT and its derivatives as well as the PPAT Code of Ethics which states are serious violations. The scope of PPAT's responsibility in this case is a serious violation which can be punished with dishonorable dismissal from his position. PPAT's responsibility, apart from being sanctioned, also does not rule out the possibility of being sued by the injured party to compensate for material or non-material losses.



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