

Responsibilities of land deed drafting officials for making sale and purchase deeds that are not explained in front of the parties

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Abstract

The Land Deed Official (PPAT) plays a strategic role as a public official authorized to draft authentic deeds, thereby ensuring legal certainty in land registration. However, in practice, procedural violations occur—specifically, the failure to fulfill the obligation to read and explain the contents of the deed to the parties involved, as mandated by Article 22 of Government Regulation No. 37 of 1998. This study examines the liability of the PPAT regarding the drafting of a Sale and Purchase Deed (AJB) where the contents were not explained to the parties, focusing on the Jantho District Court Decision No. 7/Pdt.G/2024/PN Jth. The case demonstrates that failing to explain the deed's contents to the parties creates an opportunity for deceitful practices that can cause financial loss to the landowner. This research aims to analyze the legal liability of the PPAT concerning the drafting of a Sale and Purchase Deed (AJB) that was not explained to the parties involved.

Keywords: PPAT, legal liability, sale and purchase deed, explanation of deed, dispute resolution

Introduction

The Land Deed Official (hereinafter referred to as PPAT) is a legal subject that plays a vital role in Indonesia's land law framework ^[1]. The definition of a PPAT is set forth in various legislative regulations; notably, Article 1 (1) of Law No. 4 of 1996 concerning Mortgage Rights on Land and Land-Related Objects (UUHT) defines a PPAT as "a public official authorized to draft deeds for the transfer of land rights, deeds for the encumbrance of Mortgage Rights, and deeds granting the power of attorney to encumber Mortgage Rights, in accordance with applicable laws and regulations." This definition is further expanded in Article 1 paragraph (24) of Government Regulation (PP) No. 24 of 1997 concerning Land Registration, which states that "a PPAT is a public official authorized to draft specific land deeds."

Article 1 paragraph (1) of Government Regulation (PP) No. 37 of 1998 concerning the Regulation of the Position of PPAT, as amended by PP No. 24 of 2016 (hereinafter referred to as PP PJ-PPAT), defines a PPAT as "a public official authorized to draw up authentic deeds regarding specific legal acts concerning land rights or Ownership Rights over Condominium Units." It should be underscored that, unlike the position of a Notary - which is regulated directly by statute - the PPAT, as a public official, is currently regulated solely through a Government Regulation instrument. Nevertheless, the PPAT plays a strategic role as an integral part of the national land administration process. This is affirmed in Article 2 (1) of PP PJ-PPAT, which explicitly states that "the primary duty of a PPAT is to carry out certain land registration activities." This duty is not merely administrative in nature; it possesses a constitutive dimension in establishing legal certainty regarding the transfer, encumbrance, relinquishment, and recognition of land rights.

In exercising the delegated function granted by the state, a PPAT is tasked with drafting deeds that serve as valid proof of the execution of specific legal acts ^[2]. Deeds produced by a PPAT carry strong evidentiary weight because they are

classified as authentic deeds under Article 1868 of the Indonesian Civil Code (KUHPerdara), which states: "An authentic deed is a deed drawn up in the form prescribed by law, by or before public officials authorized to do so at the place where the deed is executed." This authority is granted because the state requires a legal instrument capable of guaranteeing certainty and protection regarding land rights for the general public ^[3]. Consequently, every deed issued by a PPAT holds perfect evidentiary value unless proven otherwise. This strategic position and extensive authority entail significant responsibility; a PPAT bears legal liability if a deed they have drafted fails to reflect the facts, whether in terms of form or substance ^[4].

In the performance of their duties, a PPAT (Land Deed Official) is bound by the obligation set forth in Article 22 of Government Regulation (PP) No. 37/1998 (as amended): "The contents of the PPAT deed must be read out or explained to the parties—in the presence of at least two witnesses—before being signed immediately thereafter by the parties, the witnesses, and the PPAT." The physical presence of the parties—or their presence via a legally valid power of attorney based on truthful and accurate information—is an absolute prerequisite for the execution of the deed. This formal procedure is not merely an administrative formality but a crucial requirement for upholding the authenticity and conclusive evidentiary value of the deed. Reading and explaining the deed's contents ensures that the parties fully understand and consent to the legal act being performed, free from coercion or error. Consequently, strict adherence to this procedure by the PPAT manifests the principle of prudence (duty of care) and reflects the professional responsibility that must be upheld in PPAT practice ^[5].

Fulfilling the formal requirement of reading the deed necessitates the physical presence of the parties before the PPAT, although, under specific circumstances, representation via a legally valid power of attorney is permissible. This presence serves a purpose beyond the

mere affixing of signatures; it is inextricably linked to the validity of the statements provided, which must invariably be grounded in honesty and material truth. The PPAT bears both a moral and legal obligation to meticulously verify the identity, capacity, and authority of the appearing parties, including examining the legitimacy of supporting documents such as deeds of power of attorney.

If the parties or the PPAT themselves disregard the requirements regarding physical presence and the veracity of statements, the resulting deed is highly likely to suffer from legal defects—whether formal or material. A formal defect arises when standard deed-drafting procedures are not met; this, in turn, can degrade the evidentiary value of the authentic deed to that of a mere private deed ^[6].

This situation could certainly disadvantage the parties in the future, as the deed loses its binding force as an instrument of legal protection. Disregarding formal procedures or failing to properly verify material details can be construed as an unlawful act, creating an absolute obligation for the PPAT to pay damages to the aggrieved party ^[7]. Therefore, the integrity, competence, and meticulousness of the PPAT in ensuring the lawful presence and material veracity of the parties' statements constitute fundamental pillars for maintaining orderly land administration for the public.

The execution of a PPAT's duties must strictly adhere to legal parameters. This encompasses both material aspects—namely, certainty regarding the validity of the parties' legal actions—and formal aspects, which include the validity of procedures and transaction-supporting documents ^[8]. Under their oath of office, PPATs are required to comply with all land-related laws and regulations and to perform their duties honestly, orderly, meticulously, and with full awareness and responsibility. Beyond theoretical knowledge of regulations, a PPAT must also uphold high ethical standards. This includes the moral integrity mandated by the Professional Code of Ethics of the Association of Land Deed Officials (IPPAT). Failure to observe the code of ethics compromises the dignity and honor of the profession as a public official and erodes public trust ^[9]. Violations of this code of ethics may result in internal organizational sanctions, which differ in nature from state-imposed sanctions for violations of statutory regulations.

A PPAT does not merely act as a recorder of the parties' statements (*konstatir*); they also bear the obligation to ensure that the subjective and objective requirements of the legal act have been validly met. Failure to observe the principle of prudence (*duty of care*) exposes the PPAT to civil legal liability ^[10].

There is a close link between an authentic deed and its evidentiary value ^[11]. Any discrepancy between the facts and the content of the deed can diminish its authenticity, potentially reducing its status to that of a private deed (**akta di bawah tangan**) or even rendering it null and void by operation of law ^[12]. A PPAT's failure to follow verification procedures regarding the physical and legal data of the land not only triggers disputes but also harms parties who rely on the deed for the certainty of their rights ^[13]. Article 1365 of the KUHPerdata regarding Unlawful Acts or PMH stipulates: "Every unlawful act that causes loss to another person obliges the person whose fault caused the loss to compensate for said loss." A PPAT may be sued for damages if proven to have committed a fault resulting in the loss of land rights or financial loss to another party.

A PPAT's lack of diligence also has systemic repercussions for the land registration system. The National Land Agency (BPN), as a state institution, relies on PPAT deeds as a primary source of legal data ^[14]. Deeds with procedural flaws can lead to the issuance of certificates with administrative defects, ultimately triggering agrarian disputes and undermining the integrity of the land administration system ^[15].

The urgency of this research is underscored by legal phenomena observed in judicial practice. A case in point is Jantho District Court Decision No./Pdt.G/2024/PN Jth, which revealed a series of land right transfers predicated on deceit (*bedrog*). In this case, the Defendant (Siti Aminah) claimed she had never sold her land; however, the title deed had been transferred through a series of AJB that were procedurally flawed. The flaws arose because the PPAT failed to read out and explain the contents of the deeds to the parties involved and failed to properly verify their presence. In their legal reasoning, the judges stated that because the subjective and objective requirements of Article 1320 of the KUHPerdata were not met, the AJB were declared invalid and devoid of legal force ^[16].

The aforementioned case illustrates a distinct gap between theory and practice. Issues regarding integrity, professionalism, and an understanding of the limits of authority remain serious challenges for the PPAT profession. When a PPAT fails to exercise the principle of prudence, the foundation of public trust in land law mechanisms is undermined. Given this legal context, an in-depth study is required to formulate the nature of legal liability and determine appropriate legal consequences for a PPAT who executes a sale and purchase deed without explaining its contents to the parties, as well as to address dispute resolution for land transactions where the deed was not explained to the parties. Such a study is crucial for ensuring legal protection for the public and upholding the integrity of the PPAT profession in Indonesia.

Research Method

The type of research employed in this study is normative-juridical research. Normative law is a legal system that prioritizes norms and rules as its foundation, focusing on the content of statutes, court rulings, agreements, and legal doctrines to regulate human conduct appropriately. In its analysis, normative legal research examines the internal aspects of positive law and analyzes existing legal norms - or formulates new ones - to address specific legal issues.

The scientific logic underpinning normative research is derived from the academic discipline and methodologies of normative legal science. This study aims to provide legal arguments that serve as a basis for determining the propriety or impropriety of an event, as well as how such an event ought to be handled under the law.

The research employs statutory, case-based, and conceptual approaches. Data analysis is conducted primarily using a descriptive analysis method.

Results and Discussion

1. The Obligation of the Land Deed Official (PPAT) to Explain the Contents of the Sale and Purchase Deed Under Statutory Regulations

Within Indonesia's administrative and civil legal systems, the PPAT holds a fundamental position as a Public Official. Their status as a public official is crucial for providing legal

certainty to specific legal subjects engaging in legal acts^[17]. The role of a PPAT extends beyond the mere drafting of administrative documents; they serve as an extension of the state in guaranteeing legal certainty and legal protection for holders of land rights. Article 1, Paragraph 1 of the Government Regulation on the Position of Land Deed Officials (PP PJ-PPAT) explicitly states that "a PPAT is a public official authorized to draw up authentic deeds regarding specific legal acts concerning land rights or Ownership Rights over Condominium Units."^[18].

This designation as a public official entails the legal consequence that every legal product they produce - namely, the PPAT Deed - possesses perfect evidentiary value. According to the doctrine of the law of evidence commonly upheld in civil law systems, an authentic deed drawn up by or before a public official must satisfy the formal and material requirements stipulated by law^[19]. The authority attributed to the PPAT by the state essentially represents a delegation of powers from the BPN to serve the public in the realm of land registration, particularly regarding the registration of the transfer of rights.

The professional responsibility of a PPAT is inextricably linked to the procedural steps involved in drafting the deed itself. Within the framework of the legal certainty theory proposed by Gustav Radbruch, the law must fulfill three central elements: justice, utility, and certainty^[20]. For a PPAT, establishing legal certainty does not end with the signing of a AJB; rather, it requires adherence to a series of rigorous procedural stages, a crucial highlight of which is the obligation to read aloud and explain the contents of the deed to the parties entering into the agreement.

A primary obligation of a PPAT (Land Deed Official) before affixing their signature alongside the parties and witnesses is to ensure that the legal binding process proceeds in a manner that is transparent, immediate, and consciously entered into. Normatively, this obligation is mandated by Article 22 of the PP PJ-PPAT, which states that "The contents of the PPAT deed must be read out or explained to the relevant parties in the presence of at least two (2) witnesses before being signed immediately by the parties, the witnesses, and the PPAT."^[21].

The phrase "read out or explained" in the regulation carries a dual meaning that functions in a cumulative-alternative manner in practice; however, essentially, it demands the fulfillment of the same substance: the transfer of understanding from the deed-drafting official to the interested parties. A literal reading of the deed is often deemed insufficient because the language used in the *AJB* (Sale and Purchase Deed) draft is rigid, standardized legal language replete with technical juridical terminology. Therefore, the requirement to explain the contents becomes vital. The PPAT is required to perform their functional role as a legal counselor (provider of legal guidance) to their clients^[22].

The objective of this obligation to read and explain is to provide preventive legal protection. Through legislation, the State acknowledges the disparity in knowledge between the public official—who possesses legal expertise—and the laypeople engaging in the transaction. If the AJB were merely presented for signature without a process of reading and explaining the deed's clauses, the legal act would lose the essence of transparency. Compliance with this Article 22 obligation is an absolute prerequisite for the validity of the process of creating an authentic deed in the land sector.

This explanation procedure serves as a crucial instrument to ensure that genuine consent is reached, free from defects of will, in accordance with Article 1320 of the KUHPdata. If this stage is disregarded, the deed suffers a legal degradation in its evidentiary value, becoming a private deed pursuant to Article 1869 of the KUHPdata, and the relevant PPAT is civilly liable to compensate the parties for any losses incurred^[23].

Furthermore, an interview with Dr. Siti Rahmah, S.H., M.Kn. a PPAT in Aceh Besar, emphasized that explaining the deed is a risk-mitigation strategy that cannot be delegated to staff. The physical and simultaneous presence of the parties before the PPAT is an absolute requirement for detecting potential fraud or future claims of "juridical amnesia"—situations where parties often claim ignorance that the document they signed was a AJB. Thus, the explanation of the deed's contents by the PPAT serves as a final preventive control to ensure that every land transaction is conducted openly and for immediate payment, and is grounded in a comprehensive legal understanding by all involved legal subjects^[24].

The AJB is essentially a form of "named contract" (a specific type of contract recognized by law) subject to the provisions of Book III of the KUHPdata. Consequently, the drafting of an AJB cannot be separated from the general principles of contract law, particularly the principle of consensualism. Under Article 1320 of the KUHPdata, one of the absolute prerequisites for a valid contract is the "agreement of those who bind themselves."^[25].

The legal agreement in question is not merely an assent manifested through a signature or thumbprint on stamped paper. Rather, civil law holds that an agreement must stem from a free and genuine will and be based on a comprehensive understanding. This is reaffirmed in Article 1321 of the KUHPdata, which states: "No agreement is valid if it is given due to mistake, or obtained through duress or fraud."^[26].

This is where a very close juridical correlation lies between the PPAT's obligation to explain the contents of the deed and the validity of a land sale-and-purchase transaction. If a PPAT is negligent or intentionally disregards the obligation to explain the intent of the clauses within the Sale and Purchase Deed (AJB)—such as those regarding the transfer of rights, potential encumbrances, the allocation of BPHTB and Income Tax (PPh) burdens, and the relinquishment of land rights—the parties become vulnerable to acting under a misconception.

Such a misconception arises when one party holds an erroneous idea or perception regarding the object or essence of the agreement. When a buyer or seller signs the AJB without its contents being read aloud and explained, they can theoretically claim that they never agreed to specific points within the deed. From a civil law perspective, the failure to carry out this explanation process renders the resulting agreement defective. This defect of will provides a strong legal basis for an aggrieved party to petition the District Court for the annulment of the agreement^[27]. Thus, the PPAT's obligation to read and explain the deed serves, in essence, as a legal shield protecting the validity of the parties' intent (consensus).

In addition to being governed by the KUHPdata, the transfer of land rights in Indonesia rests on the foundation of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA). The UUPA is constructed

upon Customary Law that has been refined and elevated to the status of national positive law. The system for transferring land rights under Customary Law incorporates the principles of Open/Public and Cash/Immediate ^[28].

The concept of "Tunai" (cash/immediate) signifies that the transfer of rights (the land itself) and the payment of the price (money) occur simultaneously, whereby the legal act immediately transfers the rights from the seller to the buyer. Meanwhile, the concept of "openness" implies that the legal act of transferring rights is not carried out covertly but rather openly in the presence of the Customary Head (a role now modernly fulfilled by the PPAT, acting as a public official) and witnessed by competent parties (witnesses) ^[29].

The obligation of the PPAT to read aloud and explain the contents of the Sale and Purchase Deed is a procedural manifestation of the "principle of transparency". Through the PPAT's verbal explanation, all details of the legal act are explicitly disclosed in the presence of the buyer, the seller, and the identifying witnesses. Without this process of reading and explaining the deed, the principle of transparency is compromised. A deed signed silently in a waiting room, or merely left with PPAT staff for the parties to sign separately at different times, reduces the essence of the legal act to a mere administrative formality. In reality, land law requires that the legal act be real, concrete, and fully understood at the very moment of signing.

From the perspective of evidentiary law, the status of a PPAT deed is superior because it constitutes an "authentic deed." The definition of an authentic deed is found in Article 1868 of the KUHPerdata, which describes it as "a deed drawn up in the form prescribed by law, by or before public officials authorized to do so at the place where the deed is made."^[30]

The phrase "in the form prescribed by law" must not be interpreted merely as the physical format of the deed (the blank form). The formal requirements for creating an authentic deed also encompass the process and procedures by which the deed comes into existence. The creation of an authentic deed is a continuous, systematic process, spanning from the appearance stage (*komparisi*) and the formulation of intent, through the reading and explanation, to the final signing and fingerprinting ^[31].

If a stage mandated by law is skipped, the deed suffers from a formal defect. The reading and explanation mandated by the regulations governing PPATs constitute an integral part of the formal requirements for the deed's authenticity. If it is subsequently proven in court that the PPAT never read out or explained the contents of the AJB, and the parties were merely instructed to sign the final page of the deed, then the deed may legally lose its authenticity. Pursuant to Article 1869 of the KUHPerdata, "a deed that is defective due to a failure to meet formal requirements or the incompetence of the official cannot be treated as an authentic deed; instead, it possesses evidentiary value only as a private writing, provided that the deed has been signed by the parties."^[32]

The degradation of evidentiary weight from an authentic deed to a private deed represents a critical theoretical implication. Unlike authentic deeds, private deeds lack guarantees regarding the date, the authenticity of signatures, or the material veracity of their contents. This situation places the buyer at extreme risk, particularly if the seller later denies having received payment or denies having relinquished rights to the land.

Beyond being bound by positive administrative and civil legal frameworks, the execution of the PPAT role is also guided by professional moral and ethical standards formulated by the IPPAT. Law and ethics are two sides of the same coin, complementing one another within the legal profession; conduct that is ethically flawed often serves as the precursor to actual legal violations.

Under the IPPAT Code of Ethics, the obligations to act honestly, diligently, independently, and impartially—while safeguarding the interests of all parties involved in the legal transaction—constitute non-negotiable fundamental principles. Explaining the deed's contents in accessible language, outlining the consequences of each clause in the sale-and-purchase agreement, and allowing the party's time to ask questions before signing are concrete manifestations of professionalism, diligence, and prudence ^[33].

If a PPAT withholds information or leaves the parties in the dark regarding what they are signing—even if done without malicious intent, such as due to a heavy workload or reliance on staff—such conduct still constitutes a violation of their oath of office and professional ethics. A PPAT must not adopt the principle of *caveat emptor* (let the buyer beware) but must instead apply the principle of active protection. The State grants PPATs a monopoly on the authority to draft land deeds precisely with the expectation that the general public will receive objective legal guidance from these civil law gatekeepers.

Therefore, the discussion regarding the PPAT's obligation to read out and explain the deed should not be viewed solely from the perspective of written legal regulations. This research demonstrates that the obligation is a crucial element linking various legal principles—ranging from the guarantee of freedom of contract and the application of national agrarian law principles to the safeguarding of the deed's authenticity and the preservation of the PPAT profession's integrity. Any violation of this obligation inevitably disrupts the land registration system and significantly increases the risk of substantial civil losses for members of the public seeking justice.

2. The Nature of PPAT Liability for Failing to Explain the Contents of a Sale and Purchase Deed to the Parties Involved

A PPAT's negligent or intentional failure to read or explain the contents of the AJB to the parties involved constitutes a clear violation of their official duties. In legal discourse, a breach of legal duty by a public official invariably gives rise to legal liability. This liability arises as a logical consequence of losses suffered by the public or the disruption of state administrative order.

In the context of the PPAT profession, the legal liability resulting from a failure to comply with Article 22 of the PP PJ-PPAT is not singular in nature. Rather, this liability is multifaceted, extending into four distinct legal realms: administrative liability, civil liability, criminal liability, and ethical liability.

a. Administrative Liability

Administrative liability is the primary consequence a PPAT faces when violating formal deed-drafting procedures. As an official deriving authority from the executive branch—specifically the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN)—a PPAT is

strictly bound by administrative law and public official disciplinary regulations.

When a PPAT fails to fulfill the obligation to explain the contents of an AJB, the action is classified as an official violation involving a failure to maintain land administration order. The legal basis for imposing such administrative sanctions is found in the Regulation of the Minister of ATR/Head of BPN governing the guidance and supervision of PPATs. Under these normative provisions, administrative sanctions are imposed on a tiered basis depending on the severity of the consequences, ranging from a Written Reprimand and Temporary Suspension to Dishonorable Dismissal.

The imposition of administrative sanctions operates independently and does not preclude other legal claims. This means that even if a PPAT has been sanctioned with a written reprimand or suspension by the PPAT Guidance and Supervision Council (MPPD/MPPW), parties who have suffered financial loss retain the full right to file a civil lawsuit.

b. Civil Liability of a PPAT Based on Unlawful Acts

Civil law is the arena most frequently involved when disputes arise regarding deeds that were not adequately explained. If a PPAT allows parties to sign a AJB without understanding the essence of the clauses contained therein, and material loss subsequently arises, then the PPAT's action satisfies the elements of an Unlawful Act (PMH).

Civil lawsuits against a PPAT are governed by the provisions of Article 1365 of the KUHPerdata, which states: "Every act that violates the law and causes loss to another person obliges the person who caused the loss due to their fault to compensate for said loss."^[34]

To impose civil liability for damages upon a PPAT, the plaintiff must prove in court the actual fulfillment of four cumulative elements of an Unlawful Act: the existence of an act (whether active or passive); the act being unlawful; the existence of fault; the existence of loss that is real and quantifiable in monetary terms; and the existence of a causal link—or a direct cause-and-effect relationship—between the PPAT's negligence and the resulting loss^[35].

c. Criminal Liability

If a PPAT intentionally fails to read out or explain the contents of a deed—with the aim of ensuring that one of the parties (who may be illiterate, elderly, or a layperson regarding the law) remains unaware that their land is being sold at an extremely low price or transferred to the wrong party—then such an action falls within the realm of the criminal offense of intellectual forgery or aiding and abetting fraud. Criminal liability represents the ultimate, severe consequence for a PPAT. Imprisonment looms over any PPAT who abuses their official authority to enrich themselves or others by manipulating the material truth of a land deed.

d. Ethical Responsibility of the PPAT Through Enforcement of the Code of Ethics

Under the IPPAT Code of Ethics, every member is obligated to provide legal services that are excellent, honest, impartial, and diligent. Presenting a deed for signature without reading it aloud and providing an explanation constitutes a serious violation of the principle of diligence (*zorgvuldigheid*). A public official who performs their

duties haphazardly, prioritizes meeting deed volume targets, and neglects to educate their clients on legal matters is considered to have demeaned the noble dignity of the profession (*officium Nobile*)^[36].

This mechanism for ethical accountability is administered by the IPPAT Honorary Council, which is authorized to examine complaints from the public as well as internal findings raised by fellow colleagues. If a PPAT is proven to have violated the code of ethics by failing to explain the contents of a deed, the Honorary Council may impose moral and organizational sanctions, including:

- a. A reprimand or stern warning from the organization's regional board.
- b. Suspension (temporary removal) from IPPAT membership, resulting in the revocation of organizational rights.
- c. A recommendation from the professional organization to the Minister of ATR/BPN to permanently revoke the PPAT's practice license^[37].

This ethical sanction plays a crucial role as an instrument of social control. Often, before a case escalates into a civil lawsuit in court or a criminal report with the police, an ethical code review by the professional organization serves as the initial step to determine whether a PPAT has performed their official duties within proper moral boundaries or has deviated significantly for the sake of mere personal financial gain.

In the case of District Court Ruling No.7/Pdt.G/2024/PN Jth, it was proven that the PPAT failed to explain the contents of the Sale and Purchase Deed to the parties involved; consequently, the seller believed the document being signed was a power of attorney to pledge a certificate as collateral at a bank. Meanwhile, the buyer believed their name was merely being used to secure a bank loan—not to purchase land—and, in fact, the buyer never handed over any money to the seller.

Explaining the deed is crucial, especially for elderly clients, to ensure they understand that the legal act being performed is a sale and purchase, not merely a debt guarantee or the granting of power of attorney. The correct Standard Operating Procedure (SOP) involves having the parties present together in one location to prevent future denials or claims of memory loss. If the parties cannot attend due to illness or advanced age, the PPAT must visit the client's home rather than sending the deed via staff^[38]. As the person responsible for the deeds they draft, a PPAT has a legal obligation to ensure the validity and legality of every transaction. Violations of regulations governing PPATs can result in administrative or civil sanctions, and even criminal penalties.

Conclusion

The legal liability of a PPAT regarding the drafting of a AJB where the contents were not properly explained to the parties involved is both attributive and personal in nature. From a legal standpoint, this liability is construed as an Unlawful Act (PMH) under Article 1365 of the KUHPerdata, as the PPAT has violated the mandatory obligations set forth in Article 22 of the PP PJ-PPAT. Failure to follow the procedure of explaining the deed's contents is classified as a personal fault rather than an official one; consequently, the burden of legal liability rests directly on the individual PPAT and cannot be shifted to the

state institution. This encompasses the responsibility to ensure material truth in order to prevent defects of will, such as fraud.

The legal consequences for the PPAT and the deed itself involve a degradation of evidentiary value: the AJB, originally an authentic deed, is downgraded to the status of a private deed pursuant to Article 1869 of the KUHPerdata. This triggers a chain reaction leading to the cancellation of land registration at the Land Office, as the underlying basis for the transfer of rights is deemed legally defective from the outset. For the PPAT, these legal consequences manifest as cumulative sanctions: civil liability to pay damages (costs, losses, and interest); administrative risk of severe sanctions, including dishonorable discharge; and potential criminal liability for the offense of intellectual forgery if proven to have intentionally inserted false information regarding the deed-reading procedure.

Suggestions and Recommendations

PPAT should consistently exercise the principle of prudence and maintain absolute procedural compliance. PPATs are advised not to act merely as recorders of information but to fulfill their obligation to read out and explain the deed's contents face-to-face with the parties involved, thereby ensuring a genuine agreement free from elements of deceit. The general public is advised to be more critical and proactive in inquiring about the clauses within the deed prior to signing. In the event of a dispute, the public is encouraged to prioritize mediation or negotiation mechanisms to secure the restoration of rights more quickly and efficiently, without the need for protracted court proceedings.

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