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The Legal Consequences Of Legal Acts Continuation Based On Act Void Statement And Authorization By The Court

Brigitta Silitonga[1], Ok Saidin[2], Rosnidar Sembiring[3], Suprayitno[4]
Universitas Sumatera Utara, Medan, North Sumatera, Indonesia

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ABSTRACT
The deed of statement and deed of power of attorney made by a notary must be based on the principle of fairness. The principle of fairness emphasizes that every activity of the government or state administration must pay attention to the values that apply in society, whether related to religion, morals, customs, or other values. This is intended so that the making of the deed does not conflict with religion, morals, customs, or other values that apply in society. The next problem is regarding the rights of children to the joint property. This paper discussed the deed of Statement and Power of Attorney No. 33 dated July 27, 1998 made before Defendant II and its derivatives each dated July 27, 1998 canceled by the court, what is the civil liability of the Notary for the deed of statement and deed of power of attorney 0p-=that was canceled by the Court and what are the consequences of further legal actions based on the Deed of Statement and Power of Attorney that was canceled by the Court in the Supreme Court Decision Number 188 K/Pdt/2013 Jo. Number 443 PK/Pdt/2015. The method used is normative juridical legal research, namely: used to provide an overview that law is written regulations in the form of statutes. The reason why the Deed of Statement and Power of Attorney No. 33 dated July 27, 1998 made before Defendant II and its derivatives each dated July 27, 1998 was canceled by the court in connection with the evidence is because the Deed of Statement and Power of Attorney which has been proven with the theory of positive evidence exceeds the rights and interests of Defendant I, even the Plaintiff feels that Defendant II also has an interest, because the actions of Defendant II above are not in good faith.

Corresponding Author:
Brigitta Silitonga
Universitas Sumatera Utara, Medan, North Sumatera, Indonesia
silitongabrigitta08@gmail.com

INTRODUCTION

Notary is a profession that is often and already known as a public official. This is because Notary is a profession that is appointed and dismissed by the state through the government. The executor of this is the minister who is given duties and responsibilities in notary matters, namely through the Minister of Law and Human Rights (Kemenkumham). In carrying out their duties, Notaries are given state duties in terms of making a deed that functions as a state document. Thus it can be seen that the duties and functions of a Notary are to make authentic deeds so as to provide good service to the general public.

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Based on the above, it can be said that the position of Notary is appointed with the intention of protecting and guaranteeing legal certainty in the field of documents or deeds. This is an effort to guarantee a sense of security to the Notary so that the Notary can carry out his duties and exercise his authority as well as possible and the deeds that have been made by the Notary can also be used by the parties involved in the deed. In addition, the nature of the position of Notary as a public official is in order to provide legal certainty, order, and legal protection for every citizen who uses his services.

Notaries carry out their duties and authorities as public officials who have the trust of the community in making authentic deeds and providing services to the community for the public interest. Authentic deeds made before a notary have strong legal force as perfect evidence. Notaries in carrying out their duties and positions must have an impartial and independent nature. So that notaries can carry out their duties and authorities as mandated by Law Number 2 of 2014 concerning the Position of Notary (hereinafter referred to as UUJN).

Notaries have the authority to make deeds requested by the parties in accordance with the authority granted to them by law. The authority to make deeds by a notary does not necessarily provide absolute authority to the notary. There are limitations to the authority of a notary as regulated in the provisions of Article 15 of the UUJN which has determined the authority of a Notary. This authority is intended to provide limitations. This is as a form of confirmation that a Notary may not carry out any action outside the authority determined by law.

Notaries are authorized as far as it concerns the people for whose benefit the deed is made. Although a Notary can make a deed for anyone, in order to maintain the neutrality of the Notary in making a deed, there are several limitations that are determined. These limitations have been regulated and described as in Article 52 of the UUJN. This article explains that a Notary is not permitted to make a deed for himself, his wife/husband or other person who has a family relationship with the Notary, either by marriage or blood relationship in a straight line down and/or up without degree limitation, and in a side line up to the third degree, and to be a party for himself, or in a position or through power of attorney.[6]The existence of this provision shows that a Notary in carrying out his duties and functions is independent and may not take sides with parties who are relatives/siblings.

A deed made before a notary is considered to violate applicable regulations, which means that the objective requirements are not fulfilled as a deed, so the deed is declared null and void. Meanwhile, if the subjective requirements are not met, the deed can be cancelled. Conditions where there is a denial from one party of the validity of a deed made by a notary, the party denying the validity of the deed must be able to prove its invalidity both from the external, formal, and material aspects. If in reality the party denying is unable to prove the invalidity of the deed, then the denied deed will still be legally binding for the parties interested in the deed. On the other hand, if it turns out that the denial can be proven in court, then there is one aspect that causes the deed to be defective, so that the deed can become a degraded deed or a deed underhand.

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Article 1870 of the Civil Code regarding binding and perfect evidentiary power, an authentic deed that is binding means that the judge is bound to believe the deed as long as the untruth cannot be proven, while the meaning of perfect means that it is considered sufficient as evidence without any other evidence.

The judge ex officio basically cannot cancel the deed of a Notary or PPAT if the cancellation is not requested, namely because the judge may not decide what is not requested. If the cancellation is requested by the relevant party, basically the authentic deed can be canceled by the judge as long as there is opposing evidence. Regarding the cancellation of the contents of the deed, a Notary or PPAT only acts to record what is stated by the parties and is not required to investigate the material truth of the contents of the deed.

The forms of deeds made by a Notary include a statement deed and a power of attorney. A statement deed (aquit) is a statement from the creditor stating that the debtor's debt has been paid off and is free from the burden of payment. The procedure for making a deed begins with collecting related documents, making a statement deed (aquit), signing the deed and making a copy of the statement deed (aquit) by the notary to be used as an attachment. In simple terms, it can be understood that a statement deed contains the payment of the debtor's debt to his creditor.11A deed of statement is a proof of evidence containing a statement about a legal event, such as a statement, confession, or decision. A deed of statement is made according to applicable regulations, witnessed, and authorized by an official.

The deed of statement can be made in the form of an authentic deed, which means the statement is made before a notary as an authorized public official. making a deed. Notaries must implement the principle of caution when making a deed of statement, including ensuring that what is stated by the person appearing does not conflict with existing norms. A deed of statement can be used as a means of proof of legal acts, such as a cooperation agreement to prove the existence of a cooperative relationship between the parties.

The definition of a deed of statement is different from a deed of power of attorney. A deed of power of attorney is a letter containing the granting of power to someone to take care of something. The granting of power of attorney can be given and received in a general deed, in a private writing, even in a letter or verbally. The granting of power of attorney that can have the power of proof must go through a notary. Later there will be a document deed that can be proof of its validity. The making of a deed of power of attorney is in the form of an authentic deed, in its making it involves authorized public officials such as notaries and court clerks.

A Power of Attorney is basically a means of evidence that shows the binding of the parties in an agreement on goods/objects (land and/or buildings) as the object of the intermediary sale and purchase agreement with power of attorney. The Power of Attorney Agreement (lastgeving) has been known since the Middle Ages which in Roman law is called mandatum. Manus means hand and datum means giving a hand. Initially, mandatum was carried out because of friendship, and was carried out free of charge,

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only then could it be given an honorarium which is not a payment but rather an appreciation for the work that has been carried out by the recipient of the mandate.

This problem began when the Plaintiff had a dispute with Defendant I. The dispute between the two parties began in 1998, at which time the Plaintiff experienced financial difficulties and had debts to third parties where the Plaintiff was unable to pay off all of his debts. Then Defendant I provided input to the Plaintiff to be able to resolve the Plaintiff's problem. Defendant I advised the Plaintiff to go to Jakarta, with the provision that Defendant I provide financial assistance of Rp 1,000,000,000,- (one billion rupiah) with the provision that the Plaintiff pays 2 (two) payments. As collateral to the Defendant, a deed of statement and a deed of power of attorney were made with collateral in the form of 7 (seven) land certificates belonging to the Plaintiff. rejected. Then the deed was obtained after a letter was made to the management of the Indonesian Notary Association of Medan City.

The next situation in 2009, the Plaintiff paid off his debt to a third party with the help of his relatives. Then the Plaintiff wanted to resolve the dispute with Defendant II because it turned out that his land which was used as collateral for the debt was sold by Defendant I through a deed of sale and purchase issued by Defendant III, a notary/PPAT in Medan City. On that basis, the Plaintiff then filed a lawsuit with the Medan District Court to cancel the deed of sale and purchase and also the deed of statement and deed of power of attorney made before Defendant II.

At the Medan District Court and the High Court, the Plaintiff's lawsuit was partially granted. The Panel declared null and void the Deed of Statement and Power of Attorney No. 33 dated July 27, 1998 made before Defendant II along with all its derivatives Deeds of Power of Attorney No. 34, No. 35, No. 36, No. 37, No. 38, No. 39 and No. 40 each dated July 27, 1998 made before Defendant II and Deeds of Agreement to Sell and Purchase No. 214, No. 215, No. 216, No. 217, No. 218, No. 219 and No. 220 made before Defendant III each dated April 30, 2009 with all legal consequences arising and originating from these deeds. The judge's consideration in granting the request was because of the Defendant's bad faith in controlling the assets used as collateral by the Plaintiff.

Based on the decision, the Defendant filed a cassation appeal. The appeal was rejected by the Panel. The panel's considerations were from the whole the above evidence that the Plaintiff did not sell/transfer the rights to the land to Defendant I, thus Deed and Power of Attorney No. 33, dated July 27, 1998 is legally flawed as referred to in Article 1335 of the Supreme Court of the Republic of Indonesia Criminal Code, thus Deed and Power of Attorney No. 33, dated July 27, 1998 along with its derivatives, namely evidence P.16 to evidence P-22, are contrary to the Instruction of the Minister of Home Affairs No. 14 of 1982 and also the jurisprudence of the Supreme Court of the Republic of Indonesia in the Supreme Court Decision No. 2584 K/Pdt/1986 (14-41988) which states. Absolute Power of Attorney regarding the sale and purchase of land cannot be justified because in practice it is often misused to smuggle the sale and purchase of land, so that as a result the Deed and its derivatives are null and void.

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Literature Review

Provisions Concerning Notarial Deeds

Deed is a word that etymologically comes from the Dutch language, namely acte. In addition to Dutch, the term deed is also known in English, namely act or seting also called deed. In the Legal Dictionary written by R. Subekti and Tjitrosudibio, deed is the plural form of the word Actum which comes from Latin which means deeds. Victor M. Situmorang and Cormentyna Sitanggang also gave their opinions on the definition of a deed. The definition of a deed is:

1. Transactional or legal acts (rektanderin) which are broadly defined as a form of legal act
2. A letter intended to prove something, in the form of a letter intended to prove something to be used or used as evidence.

Another opinion regarding deeds was expressed by Abdulkadir Muhammad who was of the opinion that a deed is a signed and dated letter which provides evidence regarding the events underlying a right or obligation. Retnowulan Sutantio and Iskandar Oerip Kartawinata explain the meaning of a deed, namely a letter which is deliberately written as evidence, because the deed is proof that a legal event has occurred. Almost the same as the experts above, Sudikno Mertokusumo defines a deed as a signed letter that becomes the basis of a right or agreement. In this case, a letter is interpreted as something that is intentionally proven from the beginning.

Based on several definitions of deeds, it can be seen that not all documents can be called deeds, but only certain documents that meet certain requirements can be called deeds. The requirements that must be met are as follows:

1. The letter must be signed
   The requirements for signing a deed so that it can be considered a deed are regulated in Article 1869 of the Civil Code concerning Deeds, which states: Although a letter cannot be considered an original document, if it is signed by the parties, it has the effect of a private deed. The purpose of signing a deed called a deed is to characterize or personalize the deed, and it is impossible for everyone to have the same signature.
2. A letter must contain something that is used as the basis for a right or obligation.
   The above is in accordance with the determination of a deed as evidence for the needs of the person who made the deed. The document must contain information that can be the necessary evidence by listing the legal events that underlie the rights or obligations.
3. The use of letters is for evidentiary purposes
   The next condition that can make a letter or document classified as a deed is that the letter or document the document is used as evidence. In other words, if the letter is not used as evidence, then the letter is not categorized as a deed.

In practice in civil trials, the evidence that is prioritized is evidence in the form of letters or documents, in this case in the form of deeds. The provisions for proving letters or documents can be implicitly seen in Article 1867 of the Civil Code. In general, this

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article explains that the process of proving in the form of letters or writings can be carried out in 2 (two) forms, namely authentic deeds and private deeds. The explanation of authentic deeds and private deeds is as follows:

Authentic Deed

The interpretation of authentic deeds has been put forward by several experts, namely as follows:

1. Subekti:An authentic deed is a writing which is made intentionally with the intention of serving a particular interest.
   evidence relating to an event or action and the deed is signed by the parties who made it.
2. R. Tresna:An authentic deed is a document signed by the party who made it. The contents of an authentic deed are the following: which explains events or information used as the basis for a right in an agreement. The things explained or contained in an authentic deed are about legal acts or actions.
3. A. Pilto:An authentic deed is a deed which is a letter or document signed by the parties. An authentic deed is made to be used as evidence and used by the parties involved create the letters or documents.

Function of Notarial Deed.

The making of an authentic deed made before a Notary is of course not without intent and purpose. The purpose of making a deed before a Notary is to be used as a legal means in the form of a document (letter) that has binding power to the parties making an agreement.

The agreement of the parties making an agreement is of course based on trust. Even though it is based on a sense of trust, of course there is a sense of worry or fear that one party will not fulfill the contents of the agreement. As an anticipatory measure against the possibility of the contents of the agreement not being fulfilled, then an agreement is made which is stated in the form of an authentic deed. The function of the deed authentic as a means or tool that a legal act will be, is happening, or has ever happened. Agreements are strong when they are made deeply written form, in addition to being intended as a written legal means for the parties involved executing the agreement, authentic deeds also have other functions. According to Sudikno Mertokusumo, that the deed has the following functions:

1. Formal function (formality causa), which means that for the completeness or perfection (not for the validity) of a legal act, a deed must be made, here the deed is a formal requirement for the existence of a legal act as an example of a legal act that must be stated in the form of a deed as a formal requirement is Article 1610 BW concerning the contract of contract, Article 1767 BW concerning the agreement of debt with interest and Article 1851 BW concerning peace, for that all of them use a private deed while those required by an authentic deed include Article 1171 BW concerning the granting of mortgages, Article 1682 BW concerning schenking and Article 1945 BW concerning taking an oath by another person.

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2. The function of evidence (probationis causa), that the deed was made from the beginning intentionally for proof at a later date, the written nature of an agreement in the form of a deed does not make the agreement valid, but only so that it can be used as evidence at a later date.

Characteristics of Notarial Deeds

The material in the previous description has explained in detail about the meaning of a notarial deed and also about the notarial deed. In addition to a notarial deed, other terms are also known, namely legalization and waarmerking. These three documents have differences. The differences between the three can be seen as follows:

a. Notarial Deed
   UUJN in Article 15 paragraph (1) explains that a Notary has the authority to make an authentic deed. The contents of the authentic deed are: This concerns all actions, agreements and decisions required by law, which must be recorded by the interested parties in an authentic document. According to Article 1868 of the Civil Code, a public deed is an agreement made in the form determined by law, not in the position of a public official, but by an authorized official, in this case a notary. It can be concluded that a notarial deed is a deed or contract made by or submitted to a notary as referred to in Article 1 Paragraph 7 of the Notary Law. For example, The Company's Deed of Establishment and Minutes of the General Meeting (GMS) of the PT can be considered original deeds because they are in the form of notarial deeds.
b. Legalization
   Article 15 paragraph (2) letter a of the Notary Law explains that the authority of a notary is not only to make authentic deeds, but also has the authority to validate signatures and determine the certainty of the date of private letters by registering them in a special book. This provision is a legalization of private deeds made by the parties involved themselves to then be validated before a notary and registered in a special book provided by the notary.
   This means that the parties who made the deed under hand signed it before a notary. So that the date of signing the document is the same as the date of legalization by the notary. With legalization, the notary guarantees the validity of the signatures of the parties involved. Usually, the notary can also read or explain the contents of the document in front of the parties before the parties sign it.
c. *Warning*
   Article 15 paragraph (2) letter b of the Notary Law also states that a notary is authorized to record a letter privately by registering it in a special book provided by the notary. This process is called Waarmerking, where the notary will only registering the private deed that has been signed by the parties involved in a special book. This means that the private deed is not signed before a notary, but is signed beforehand, so the signing and registration dates are different.

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The purpose of notarizing a deed is to prove that in addition to the parties, there is another party, namely the Notary, who is aware of the existence of an agreement between the parties contained in the confiscated deed. However, it should be emphasized that the rights and obligations of the parties arise from the personal signatures of the parties on the deed and not from its recording with the notary.

Based on the explanation above, it can be concluded that the original deed has different characteristics from the legalization or marketing process, which is basically a private deed that is not made by a notary. Personal documents do not have as much legal force as original documents. In addition, there are certain documents that require the original deed to be considered valid, such as a deed of gift, which must be made by a notary in order for the gift to be valid.

Understanding Deed of Declaration and Deed of Power of Attorney

A clear and specific definition of a statement has not yet been formulated by legislation. In simple terms, a statement can be defined as the expression of a condition or situation that the person making the statement wishes to convey, either verbally or in writing, where the person making the statement will be fully responsible for the condition or situation. the circumstances stated. A statement will only be binding on the person who makes the statement.

The statement is made by the person who declares to be used as evidence for him/her if later needed in court. Article 164 HIR in conjunction with Article 284 HIR in conjunction with Article 1866 of the Civil Code explains that there are 5 (five) pieces of evidence in civil procedural law, namely: Proof of Letter; Witness Evidence; Suspicion; Acknowledgement; and Oath.

Statements are often made in the form of a deed of evidence so that it can be accepted as evidence. Sometimes the statement is also stated in the form of an authentic deed to become perfect evidence. The author argues that the statement is stated in an authentic deed because it is desired by the person who stated it or desired by another party other than the person who stated it. The other party wants a statement stated in an authentic deed because the party has an interest in the statement that will be stated in the authentic deed. By stating the statement in an authentic deed, the person who stated it cannot deny the statement stated.

Usually the statement made in an authentic deed has a clause “that this statement cannot be revoked.” The statement stated in an authentic deed can be classified as a partij deed. Typically, the presenter, in this case the person who states that he will come, faces the notary and gives the notary a minute or private deed containing the statement that he wishes to express in the authentic deed. Thus, making a deed of statement in an authentic deed by a notary is the will of the parties, and the notary based on a private deed or minutes submitted to the presenter will put it in an authentic deed.

Notaries in making their own party deeds, in this case a statement deed, must apply the principle of caution as stipulated in Article 16 paragraph (1) letter a, namely that Notaries are obliged to act honestly, carefully, independently, impartially, and protect the interests of the parties involved in legal acts. This means that notaries are not free

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from their responsibilities on the pretext that the making of their deeds is "at the will of the parties to be included in the deed". Notaries are not their clients' clerks, notaries need to examine whether what the clients request (in this case the statement to be included in the authentic deed) does not conflict with laws and regulations, morality, and public order based on legal logic.

Meanwhile, the power of attorney can refer to the book in chapter XVI starting from Article 1792 to Article 1819 of the Civil Code, whereas regarding power (volmacht) it is not specifically regulated in the Civil Code or in other legislation but is described as one part of granting power of attorney. Power of attorney can be given or received in the form of an original document, in a personal letter, in a letter, or orally. Receipt of a power of attorney can also be done secretly by exercising the power through a power of attorney subject to Article 1793 of the Civil Code.

METHOD

Etymologically, the word notary comes from the word natae, which means secret writing, so the official is a kind of sterowriter.[74]In everyday life, a Notary can be interpreted as a person appointed by the government to draft an authentic or official deed. A Notary is a Civil Servant, a person becomes a Civil Servant if appointed or dismissed by the Government and has the right and obligation to serve the community in certain matters.

Another opinion, Notary comes from the word nota literature, which is a written sign or script used to write or describe sentences conveyed by a source. The sign or script in question is a signature (private notary) appointed by a public official to meet the needs of the community for valid evidence to provide certainty in civil legal relations, as long as positive evidence is still needed for its existence in the community.76Notary as known in the Dutch era as the Republic of Verenigden began to enter Indonesia at the beginning of the 17th century with the presence of the Oost Ind. Compagnie in Indonesia.

According to the provisions of Article 1 number (1) of Law Number 2 of 2014 concerning Amendments to Law 30 of 2004 concerning the Position of Notary, which states that a notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws.

According to the provisions above, it can be said that a Notary is an official who has the sole authority to carry out authentic deeds in relation to all deeds, agreements and regulations required by general regulations or by other interested parties who wish to be declared authentic. laws, ensure the certainty of their dates, preserve the laws and provide rough copies, copies and extracts, all with the provision that the implementation of the laws as a general rule is not taken into account or excluded except by officials or other persons.

Guided by the ethical and moral values of Notaries, the development of the position of Notaries includes providing services to the community (clients) independently and objectively in the field of Notaries, the implementation of which is experienced as a calling in life with the spirit of serving the community for the benefit of general and uphold the dignity and honor of human beings in general and the dignity and honor of the

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dignity of a Notary in particular. Based on Article 15 of Law Number 30 of 2004, 13 elements can be drawn important, namely:

a. General Officer
b. Making an Authentic Deed
c. Regarding the act
d. Regarding the agreement
e. Regarding the provisions
f. Required by law
g. Required by interested parties
h. Stated in an authentic deed
i. Ensure certainty of the date of the deed
j. Saving the deed
k. Provide grosse, copy and quotation of deed
l. As long as it is not assigned to another person/another official
m. As long as it is assigned to someone else.

Based on the understanding put forward in this article, it is clear that The notary's job is to prepare authentic deeds. What is meant by authentic deeds truly is "an action carried out in a certain form determined by law, carried out by or in the presence of a person who authorized to carry out the act at the place where the act was committed"(Article 1868 of the Civil Code).'

Article 1868 of the Civil Code itself does not provide a detailed explanation. notary but only explains the meaning of authentic deeds. Therefore, To overcome this phenomenon, lawmakers must create the laws and regulations that govern it. Finally, the government can create laws that clearly regulate Notaries as Civil Servants, including PJN (Notary Function Regulations) and the Law on Notary Functions, whereby this Decree is issued by government to comply with implementing regulations. Article 1868 of the Code Civil Law.

According to the definition above, a notary as a civil servant is a person who is authorized by law to make authentic deeds, but In this case, the representative in question is not a civil servant. To carry out In its function, a notary must fulfill the requirements specified in Article 3 Law Number 30 of 2004, namely:

a. Indonesian citizens
b. Be devoted to God Almighty
c. Be at least 27 years old
d. Physically and mentally healthy
e. Holds a law degree and a notary degree
f. Have undergone an internship or have actually worked as a Notary employee for 12 consecutive months studying at a Notary's office on their own initiative or on the recommendation of the Notary Organization after graduating from a notary's master's degree and
g. Not holding other positions that are prohibited by law from being concurrently with the position of Notary.

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Responsibility arises as a result of the authority held by the community. Authority is a legal action that is regulated and given to a position based on applicable laws and regulations that regulate the position concerned. He further said that there are three types of notary responsibilities, namely: moral responsibility, professional technical responsibility and legal responsibility.

Notaries as public officials in carrying out their profession and position must provide legal services to the community, and also have obligations stipulated by law in order to achieve legal certainty and protection. Notaries are public officials who are authorized to make authentic deeds that function as a means of proof. This authentic notarial deed includes all acts, agreements, and provisions required by laws and regulations. In addition to those stipulated in the law, notaries also have the authority to provide counseling related to the making of deeds. In addition to the authority stipulated in the UUJN, notaries also= have responsibilities as office holders as stated in the UUJN.

In this case, the cancellation of the Deed of Statement and Deed of Power of Attorney was canceled by the parties themselves. According to the legal structure of notaries, one of the functions of a notary is to "formulate a person's wishes/actions in the form of an authentic deed, taking into account the provisions of applicable law", as stated in the law. The Law Case of the Supreme Court of the Republic of Indonesia, in particular "the function of a notary is limited to recording/writing what is desired and announced by the parties present before the Notary. The Notary has no obligation to specifically investigate anything submitted by him before the Notary" (Supreme Court Decision: 702 K/Sip/1973, September 5, 1973). In the sense of the Supreme Court decision, if the act found or carried out by the Notary causes problems for the parties themselves, then it is a problem for the parties themselves, and the Notary does not need to participate and the Notary does not need to participate. parties in the deed.

RESULT

Legal Consequences Of Follow-Up Legal Acts

This problem began when the Plaintiff had a dispute with Defendant I. The dispute between the two parties began in 1998, at which time the Plaintiff experienced financial difficulties and had debts to third parties where the Plaintiff was unable to pay off all of his debts. Then Defendant I provided input to the Plaintiff to be able to resolve the Plaintiff's problem. Defendant I advised the Plaintiff to go to Jakarta, with the provision that Defendant I provide financial assistance of 1,000,000,000,- (one billion rupiah) with the provision that the Plaintiff pays 2 (two) payments. As collateral to the Defendant, a deed of statement and a deed of power of attorney were made with collateral in the form of 7 (seven) land certificates belonging to the Plaintiff. Both parties made a deed of statement and a deed of power of attorney before the Defendant

The next situation in 2009, the Plaintiff paid off his debt to a third party with the help of his relatives. Then the Plaintiff wanted to resolve the dispute with Defendant II because it turned out that his land which was used as collateral for the debt was sold by Defendant I through a deed of sale and purchase issued by Defendant III, a notary/PPAT

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in Medan City. On that basis, the Plaintiff then filed a lawsuit with the Medan District Court to cancel the deed of sale and purchase and also the deed of statement and deed of power of attorney made before Defendant II. In this case, the panel issued a verdict which stated the following:

1. Granting the Plaintiff's claim in part;
2. Declare null and void the Deed of Statement and Power of Attorney No 33 dated 27 July 1998 made before Defendant II along with all its derivatives Deed of Power of Attorney No. 34, No. 35, No. 36, No. 37, No. 38, No. 39 and No. 40 each dated 27 July 1998 made before Defendant II and Deed of Agreement to Sell and Purchase No. 214, No. 215, No. 216, No. 217, No. 218, No. 219 and No. 220made before Defendant III, each dated 30 April 2009 with all legal consequences arising from and originating from these deeds;
3. To order Defendant I to pay compensation to the Plaintiff in the amount of Rp. 1,272,000,000.00 (one billion two hundred and seventy-two million rupiah) for Defendant I's actions in erecting 8 (eight) shophouse doors on the Plaintiff's land which has a HGB certificate by removing the Plaintiff's buildings located on the HGB-certified land by demolishing them;
4. Declaring the legal relationship between the Plaintiff and Defendant I is a debt, where the Plaintiff owes Rp. 500,000,000.00 (five hundred million rupiah) with collateral in the form of 7 (seven) HGB Certificates No. 17 dated October 30, 1981, No. 21 dated May 6, 1985, No. 23 dated August 27, 1986, No. 92 dated February 12, 1993, No. 353 dated March 7, 1996, No. 374 dated August 28, 1996, and No. 256 dated May 28, 1998 all in the name of the Plaintiff to Defendant I;
5. Ordering the Plaintiff to pay a debt to Defendant I of Rp. 500,000,000.00 (five hundred million rupiah), if Defendant I is unwilling to accept it, the Plaintiff can deposit it through the Clerk's Office of the Medan District Court;
6. Punish Defendant I or other people who have obtained rights from him to hand over 7 (seven) HGB certificates along with the land belonging to the Plaintiff to the Plaintiff in its original position
7. Declaring that Defendant I's actions in controlling the Plaintiff's land and constructing buildings on said land are unlawful acts (onrechtmatige daad);
8. Declaring that the actions of Defendant III in making the Deeds of Agreement for Sale and Purchase No. 214 to No. 220 each dated April 30, 2009 were unlawful acts (onrechtmatige daad).

Judge's Consideration as Legal Reasoning in Deciding on Cancellation of Deed of Statement and Deed of Power of Attorney.

To decide or determine a case, the Judge provides legal considerations by combining the provisions of existing laws and regulations, facts in court and laws that are still alive in society. Because the Judge is the most important element in upholding the law who is able to interpret, strengthen and consider the regulations existing regulations are in accordance with the development of community needs, in order to create legal certainty in society.

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The role of the judge is needed to decide a dispute that occurs between the parties involved. The decision made by the judge to decide a case is expected to fulfill a sense of justice for both parties to the dispute, even though there are parties who feel dissatisfied with the judge's decision, the judge must still decide based on testimonial evidence and so on to provide a sense of justice.

A judge is required to uphold the law and justice objectively. To uphold justice, a judge must first examine the truth of the facts presented before him, then evaluate the facts and relate them to the applicable law. After that, the judge can make a decision on the case. A judge is considered to know the law so that he cannot refuse to consider and try a case that is submitted to him. This is regulated in Article 16 paragraph (1) of Law No. 35, 1999 Law No. 48 of 2009, specifically: the court cannot refuse to consider and try a case that is submitted on the basis of unclear or unclear law, but is obliged to consider and try the case.

Judges in determining the law are allowed to reflect case law and the opinions of leading legal experts (doctrine). Judge inside making decisions is not only based on the legal values that exist in society, this is explained in Article 28 paragraph (1), Law Number 40 of 2009, specifically: "Judges must study, obey and understand the legal values that exist in society."

The judge's consideration in making a decision in this case is that the written evidence marked TI-1/P-15 containing Statement and Power of Attorney Number 33 is not valid evidence of the transfer of rights or sale and purchase between the Plaintiff and Defendant over the disputed object so that it is true that Defendant I cannot prove his denial, namely that the legal relationship between the Plaintiff and Defendant I is a sale and purchase of the disputed object.

In this case, the Plaintiff has never met with Defendant II, which means that the Plaintiff has never expressed his wishes or interests to Defendant II, which exist and it is true that the Plaintiff met with Defendant II on July 27, 1998 at the time of signing the Deed of Statement and Power of Attorney Number 33, previously a photocopy of the draft of the Deed of Statement and Power of Attorney was given by Defendant I (exhibit P-9) and while explaining the intent of the points to the Plaintiff (as on pages 4 to 5 of this lawsuit); In fact, Defendant II is also a Land Deed Making Official (PPAT), in this case the Deed of Statement and Power of Attorney Number 33 dated July 27, 1998 made by Defendant II as a Notary as if in the eyes of the public/third party the lands belonged to Defendant I, if that were the case, why did Defendant II as PPAT not make a Deed of Sale/Purchase (Transfer of Land Rights).

The concept of the Deed of Statement and Power of Attorney given and explained by Defendant I to the Plaintiff, the content and arrangement/rows, and the number of sentences on each page are the same as the Deed of Statement and Power of Attorney Number 33 received by Defendant I, however the arrangement/rows and number of sentences are not the same as the doorslag of the Deed of Statement and Power of Attorney Number 33 received by the Plaintiff from Defendant II at the end of June 2010. The Deed of Statement and Power of Attorney Number 33 made by Defendant II has

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exceeded the rights and interests of Defendant I. In fact, the Plaintiff feels that Defendant II also has an interest. Therefore, the actions of Defendant II above are not in good faith.

The act of Defendant II who did not submit the Original Copy of the Deed of Statement and Power of Attorney Number 33 and its derivatives to the Plaintiff as a party (as per page 7 paragraph 2 and point VI number 1 in this lawsuit) is an unlawful act (onrechtmatige daad). Defendant II only provided the doorslag (not the Original Copy) of the Deed of Statement and Power of Attorney and its derivatives after there was a letter from the Regional Supervisory Council (MPD) of Medan Notaries.

Legal Consequences of Cancellation of Notarial Deed on the Contents of the Deed

The legal consequences of the cancellation of a deed of sale and purchase of land that has been made due to incompetence and which occurs due to error, coercion, fraud, result in all objects and persons being restored in the same condition as when the agreement was made. However, regarding the agreement for cancelled, then a cancellation can be requested through the competent District Court on the basis of not fulfilling the subjective requirements for the validity of an agreement. The parties who feel aggrieved must be able to prove that the agreement is legally flawed or invalid according to law.

Thus, the legal consequences of a deed made by a Notary containing a legal defect is that the deed of sale and purchase of land can be cancelled, meaning that a declaration of cancellation of a legal action is made upon demand from parties who are permitted by statutory regulations to demand the cancellation of the land deed. The deed that has been cancelled no longer has the power of an authentic deed. An authentic deed basically has three powers of proof, namely external power of proof, formal power of proof and material power of proof.

CONCLUSION

The conclusion of this paper are: The reason why the Deed of Statement and Power of Attorney No. 33 dated July 27, 1998 and its derivatives were each dated July 27, 1998 was canceled by the court in connection with the Deed of Statement and Power of Attorney which had been proven to exceed the rights and interests of Defendant I, even the Plaintiff felt that Defendant II also had an interest, because the actions of Defendant II above were not in good faith. According to the judge's decision, the deed must be canceled because the deed was made in a state of forced plaintiff, the deed was not a letter/deed for or power of attorney to transfer land rights, the deed was void by law, the deed contained a prohibition on the use of absolute power as a transfer of land rights, and the deed contained a hidden debt agreement. The civil liability of a notary for a deed of statement and a deed of power of attorney that is cancelled by the court is that the notary is civilly liable. A deed that is cancelled by law becomes invalid and not binding on the parties concerned. In this case, the notary is obliged to be responsible for errors that cause losses to the parties. In some cases, the notary is only responsible for recording what is stated by the parties and following up on the judge's orders. The explanation of the Notary Law shows that a Notary is only responsible for the formalities of an authentic

deed and not for the material of the authentic deed. This requires a Notary to be neutral and impartial and to provide a kind of legal advice for clients who ask for legal guidance from the Notary concerned. The legal consequences of further legal acts based on the Deed of Statement and Power of Attorney that were annulled by the Court in Supreme Court Decision Number 188 K/Pdt/2013 Jo. Number 443 PK/Pdt/2015 are that the Deed of Statement and Deed of Power of Attorney are no longer binding because the substance of the deed has been annulled. With the annulment of the Deed of Statement and Deed of Power of Attorney, the deed no longer has authentic evidentiary value. With the annulment of the Deed of Power of Attorney, there are no more products or derivatives of the deed that can be issued based on the Deed of Power of Attorney. The legal act that is violated is the subjective requirement where in Article 1321 of the Civil Code it is explained that "There is no valid agreement if the agreement was given by mistake, or obtained by force or fraud."

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